

Request for Proposal

RFP-5770-26-KF

I-70 and 29 Road Interchange and 29 Road Corridor Design Services

Proposal Deadline

January 23. 2026, before 2:00 p.m. (Mountain Standard Time)

Electronic Submission Only

Proposals Must Be Submitted Exclusively Through
BidNet Direct® – Rocky Mountain E-Purchasing System (RMEPS)

Phttps://www.bidnetdirect.com/colorado/city-of-grand-junction

Important Notice

The City of Grand Junction does not control or administer vendor access to the BidNet® Direct system. Proposers are solely responsible for ensuring a successful submission. Technical assistance must be requested directly from BidNet at (800) 835-4603.

Virtual Solicitation Opening

All City solicitation openings will be conducted virtually. For meeting access and participation details, refer to Section 1.9.

Purchasing Agent Contact

Kathleen Franklin kathleenf@gjcity.org 970-244-1513

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Event	Date	Time (MDT)
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	December 19, 2025	·
Non-Mandatory Pre-Proposal Conference	January 7, 2026	11:00 a.m.
Inquiry Deadline: No questions will be accepted after this date	January 13, 2026	5:00 p.m.
Final Addendum Issued (if applicable)	January 16, 2026	
Proposal Submission Deadline Electronic submission via BidNet® Direct only	January 23, 2026, before	2:00 p.m.
Evaluation of proposals Internal review by City-appointed committee	January 26-30, 2026	
Interviews (if required) Virtual or in-person, by City invitation only	February 10, 2026	
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	February 13, 2026	
City Council Approval	March 4, 2026	
Contract execution Contingent upon Council approval and funding availability	March 11, 2026	
Services begin no later than	March 23, 2026	
CDOT Design Scoping Meeting	April 2, 2026	
Environmental Resource Impact Analysis	July 31, 2026	

Report (IAJR)

Document (FONSI)

Environmental Develop NEPA Document (EA)

Preparation of Interstate Access Justification

Environmental Develop NEPA Decision

CDOT Field Inspection Review (30%)

September 4, 2026

February 15, 2027

November 20, 2026

August 13, 2026

CDOT Right of way plan review	February 28, 2027
CDOT Final Office Review (90%)	March 9, 2027
Construction documents	June 15, 2027

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Online Reference Materials

Pedestrian and Bicycle Plan – April 2023

<u>Transportation and Engineering Design Standards – December 2023</u>

29 Road at I-70 Interchange

Section 1.0. Administrative Information & Conditions for Submittal

- 1.1. Americans with Disability Act (ADA) Compliance Mandate: Following HB21-1110. all documents produced and submitted in response to this solicitation 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. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- **1.2. Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- **1.3. Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado ("City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin kathleenf@gjcity.org

Except for pre-proposal or site visit meeting(s), all inquiries, concerns, clarifications, or communications regarding this solicitation—including those about the process, specifications, or project scope—must be submitted in writing to the Purchasing Agent. Any communication directed to other City personnel may result in the disqualification of the Proposer's submission.

1.4. Purpose: The City of Grand Junction, Colorado, is soliciting competitive proposals from qualified and professional Engineering Consultants to perform the necessary tasks to complete environmental documentation, prepare detailed construction plans, specifications, right-of-way plans, and cost estimates necessary for permitting & construction of the Interchange on I-70 at 29 Road and corridor improvements on 29 Road to Patterson Road. The Project is funded in part by federally issued Congressionally Directed Spending authorization through the Colorado Department of Transportation (CDOT) and will need to comply with the CDOT Local Agency project process.

Section 4.0 of this solicitation describes the Project objectives, required professional services, service delivery expectations, facility and technical requirements, and applicable performance standards (Scope of Work). All services and work shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into, and govern, any Contract resulting from this solicitation.

1.5. Non-Mandatory Pre-Proposal Conference: Prospective Proposers are encouraged to attend a non-mandatory pre-proposal conference to obtain a general understanding of the Project, requirements, and conditions related to the Scope of Services and Work.

Meeting Details:

Date: Wednesday, January 7, 2026 **Time:** 11:00 a.m. (Mountain Time)

Location:

City of Grand Junction City Hall Auditorium 250 N 5th St Grand Junction, CO 81501

Purpose and Participation:

The non-mandatory pre-proposal conference is intended to provide Proposers with an opportunity to receive an overview of the Project and to seek clarification regarding the solicitation requirements. Attendance is optional; however, Proposers are encouraged to participate to support the submission of complete, responsive proposals that align with the City's objectives.

Important Notes:

- Attendance at the pre-proposal conference is not required to submit a Proposal.
- Statements or responses provided during the pre-proposal conference shall not be considered binding and shall not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.
- **1.6.** The City: The City will act by and through its authorized representative(s).
- 1.7. Compliance: By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the solicitation documents that might impact its/his/her understanding of the requirements, the Proposer must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the requirements of the Contract.
- **1.8. Controlling Authority:** The 2024 version of the City <u>Procurement Policy</u> is controlling.
- **1.9. Submission:** Proposers shall prepare and submit its/his/her proposal following the requirements outlined in **Section 5.0.—Preparation and Submittal of Proposals**. All proposals must adhere to the specified formatting, content, and submission guidelines outlined in that section.

To participate in the public **proposal opening**, please refer to the following virtual meeting information:

Solicitation Opening: RFP-5770-26-KF

I-70 and 29 Road Interchange and 29 Road Corridor Design Services

Date/Time: January 23, 2026, 2:00 p.m. (America/Denver)

Please join the meeting from a computer, tablet, or smartphone:

https://meet.goto.com/342076301

Or join the meeting by phone.

Access Code: 342-076-301

United States: +1 (872) 240-3212

To join from a video-conferencing room or system:

Meeting ID: 342-076-301

Dial in or type: 67.217.95.2 or inroomlink.goto.com

Or dial directly: 342076301@67.217.95.2 or 67.217.95.2##342076301

Get the app now and be ready when the meeting starts:

https://meet.goto.com/install

1.10. Public Disclosure Notice: Pursuant to the Colorado Open Records Act (CORA), all materials submitted in response to this solicitation shall be considered public records and may be subject to public disclosure. Any information claimed by a Proposer to be confidential, proprietary, or trade secret must be clearly identified as such and will be treated in accordance with CORA and applicable law. The City makes no representation or guarantees that such information will be withheld from disclosure.

Upon award and execution of the Contract, the solicitation file, including all responsive proposals (whether awarded or not), shall be available for public inspection in accordance with CORA and upon receipt of a valid Open Records Request.

The City makes no representation or guarantees that such information will be withheld from disclosure.

- **1.11. Public Disclosure Record:** If the Proposer is aware that any of its employee(s), officers, or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer shall disclose such relationship in writing to the Purchasing Agent. The identified individual(s) shall be required to file a Public Disclosure Record and/or a Statement of Financial Interest, as applicable, before conducting business with the City.
- 1.12. Collusion Clause: By submitting a proposal, each Proposer certifies that it is not engaged in, and is not participating in, any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, or regulations. Any proposal(s) found to have evidence, or for which the City has a belief of collusion among the Proposers, will be rejected.

The City reserves the right, at its sole discretion, to determine whether future proposals for the same or similar services will be accepted from parties identified as having engaged in such collusion.

1.13. Gratuities, Kickbacks, and Contingent Fees: By submitting a Proposal, the Proposer certifies that no gratuities, kickbacks, contingent fees, or other improper consideration have been offered, solicited, or paid in connection with this solicitation

or any resulting Contract. This includes, but is not limited to, commissions, gifts, or other benefits contingent upon the award of a Contract.

If the Consultant breaches this certification, the City reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.

1.14. Ethics: Proposers shall comply with all applicable ethical standards and shall not offer, give, solicit, or accept any gift, favor, 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.

Proposers shall not enter into any business arrangement or financial relationship with any City employee, official, or agent that creates, or may reasonably be perceived to create, a conflict of interest or undermine public confidence in the procurement process.

Any violation of this provision may result in disqualification from consideration, termination of any resulting Contract, and pursuit of any remedies available to the City.

1.15. Alteration or Withdrawal of the Proposal: Any modification, revision, or withdrawal of a Proposal must be initiated by the Proposer and received by the City through the designated electronic submission platform prior to the Proposal submission deadline specified in this solicitation. After the deadline, no modifications, amendments, or withdrawals shall be accepted.

All Proposals shall be deemed final, complete, and binding upon the Proposer as of the submission deadline and shall remain firm, valid, and irrevocable for a period of ninety (90) calendar days following the Proposal due date, unless otherwise extended by mutual written agreement of the City and the Proposer. Proposals may be withdrawn only prior to execution of a Contract

- **1.16. Multiple Offers:** A Proposer may submit more than one proposal; however, any alternate Proposal must be clearly identified and labeled as "Alternate Proposal." The City reserves the right to consider or reject any or all Proposals and to make an award, if any, in the best interest of the City.
- **1.17. Exclusions:** The City shall not consider any proposal submitted orally, by telephone, email, or facsimile. Only proposals submitted under the requirements outlined in this Solicitation shall be accepted for evaluation.
- 1.18. Contract Documents: The Contract Documents shall consist of this solicitation, the Proposal submitted by the selected Proposer, including any supporting documents, and any clarifications, negotiations, or modifications formally accepted by the City and incorporated into a written agreement. Upon execution, these documents shall collectively constitute a binding and enforceable agreement ("Contract") between the City and the selected Proposer.

The Contract represents the entire and integrated agreement between the City and the selected Proposer (collectively, the "Parties"), superseding all prior or contemporaneous negotiations, representations, or agreements, whether written or

oral. No modification or amendment to the Contract shall be valid unless made in writing and executed by authorized representatives of the Parties.

1.19. Questions Regarding Specifications or Scope of Services: All requests for clarification or interpretation of the Specifications or Scope of Services shall be submitted in writing via email to the Purchasing Agent no later than the inquiry deadline identified in this solicitation. The City has no obligation to respond to inquiries received after the stated deadline.

Any responses or clarifications provided by the City shall be issued, if at all, by written addendum and posted on the City's designated electronic solicitation platform. Such addenda shall become part of the solicitation and any resulting Contract. Oral responses shall not be considered binding.

1.20. Acceptance of Proposal Content: The Proposal selected by the City, if any, shall be incorporated into and made part of the Contract Documents to the extent accepted by the City. The City reserves the right to accept or reject any portion of a Proposal.

Failure of the selected Proposer to accept or perform the obligations set forth in the Contract may result in cancellation of the award and may subject the Proposer to disqualification from future City solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the "Agency," "Consultant," "Contractor," or "Firm" as applicable, for purposes of contract administration.

1.21. Addenda: Official responses to questions, clarifications, interpretations, corrections, modifications, or extensions of the Proposal submission deadline shall be issued exclusively by the Purchasing Agent through written addenda. Authority to issue addenda is vested solely in the Purchasing Division.

All addenda shall be distributed electronically through the City's designated electronic solicitation platform, BidNet® Direct Rocky Mountain E-Purchasing System (RMEPS), at:

https://www.bidnetdirect.com/colorado/city-of-grand-junction

Proposers are responsible for monitoring the electronic solicitation platform for issued addenda. Failure to receive or review addenda shall not relieve a Proposer of responsibility for complying with the requirements of the solicitation.

Proposers shall acknowledge receipt of all addenda on the Solicitation Response Form included in **Section 7.0**, which must be submitted with the Proposal.

1.22. Exceptions and Substitutions: All proposals meeting the intent of this solicitation will be considered for award. A Proposer that takes exception to the stated specifications does so at the Proposer's risk. The City reserves the sole right to accept or reject any proposed exception(s), substitution(s), or alternative(s).

If the Proposer(s) wish to propose a substitution or alternative, it must:

1.22.1. Clearly state each exception in a designated section of its proposal, specifying the affected requirement.

1.22.2. Demonstrate how the proposed substitution or alternative meets or exceeds the stated intent and performance criteria of the original specification(s).

Failure to explicitly state exceptions shall be deemed an acknowledgment of full compliance with this solicitation and all its requirements. If awarded a Contract, the Proposer(s) shall be fully responsible for strict adherence to and performance following all terms, conditions, and specifications outlined in the Contract Documents.

1.23. Open Records and Confidential Material: All materials submitted in response to this solicitation 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, thereby eliminating any claim of confidentiality.

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

- **1.23.1.** Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure**."
- **1.23.2.** Upload confidential information as a separate document; and
- **1.23.3.** Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer'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 Proposer(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.

1.24. Response Material City Ownership: All proposals submitted in response to this solicitation shall become the City's sole property upon receipt and will not be returned to the Proposer(s) except at the City's sole discretion. The City's rights are not affected by the selection, rejection, or disqualification of any proposal.

The City reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly

limited by properly designated and approved "Confidential Material" under Section 1.23.

Disqualification or non-selection of a proposal shall not limit or negate the City's rights under this provision.

- **1.25. Minimal Standards for Responsible Proposer(s):** To be considered for an award, the Proposer(s) must affirmatively demonstrate its responsibility, qualifications, and capability to perform the services described in this solicitation. At a minimum, the Proposer must:
 - **1.25.1.** Demonstrate the ability to comply with the required or proposed schedule. Proposers should submit documentation of comparable projects completed within the last two years, including:
 - **1.25.1.1.** A comparison of original schedules to actual completion dates
 - **1.25.1.2.** A brief explanation of methods used to manage timelines and mitigate delays
 - **1.25.2.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
 - **1.25.3.** Maintain a satisfactory track record of integrity, ethical practices, and regulatory compliance.
 - **1.25.4.** Be fully qualified and otherwise eligible to receive an award and enter a legally binding Contract with the City.
 - **1.25.5.** Ensure full compliance with the requirements outlined in Section 5.0. **Preparation and Submittal of Proposals**.
- 1.26. Disqualification of a Proposer: A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, consultant, corporation, or entity that is in arrears to the City on any debt or Contract, has defaulted—whether as principal, surety, or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible, unreliable, or otherwise not qualified to perform the Services.

The City may require a Proposer to submit satisfactory evidence demonstrating its/his/her responsibility, including its qualifications, relevant experience, financial capacity, and availability of resources necessary to perform the proposed Services.

A Proposer and its Proposal may be disqualified for reasons, including but not limited to the following:

- **1.26.1.** Submission of more than one Proposal for the same Services by an individual, or entity, whether submitted under the same or different name; except where alternate Proposals are expressly permitted by the solicitation; and
- **1.26.2.** Evidence of collusion or other conduct in violation of applicable federal or state antitrust laws. Any Proposer determined to have engaged in such conduct may be disqualified from consideration and may be suspended from future City solicitations until reinstated as a qualified Proposer.

- **1.27. Taxes:** The City is exempt from state, county, and municipal sales and use taxes, as well as federal excise taxes. All fees and costs proposed shall exclude such taxes.
- **1.28. Sales and Use Taxes:** The Consultant and all subconsultants shall be responsible for obtaining any applicable tax exemption certificates from the Colorado Department of Revenue. Proposals shall reflect the exclusion of sales and use taxes on any materials, fixtures, or equipment, if applicable.
- **1.29. Federal Taxpayer Identification Certificate:** The selected Proposer, if not currently on file with the City, shall be required to submit a completed and signed Federal Taxpayer Identification Certificate (Form W-9) through the City's Supplier Registration process prior to execution of the Contract. The City reserves the right to request an updated Form W-9 from the Consultant as necessary.
- **1.30. Public Opening:** The proposal opening shall be conducted publicly in a virtual meeting immediately following the proposal submission deadline. Proposers, its/his/her representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received in BidNet by the deadline will be formally acknowledged during the opening. In accordance with the nature of the RFP, only the names of the entities that submitted proposals by the deadline will be announced. Proposal contents, including pricing or fee information, will not be disclosed at the opening.

Section 2.0. General Contract Terms and Conditions

2.1. Acceptance of Terms: Submission of a proposal in response to this solicitation constitutes a binding offer by the Proposer to enter into a Contract with the City in accordance with the terms and conditions set forth herein. The Proposal shall be signed by an individual who is duly authorized to bind the Proposer to contractual obligations.

By submitting a Proposal, the Proposer acknowledges and agrees to comply with all requirements of this solicitation, including the Scope of Services, compensation terms, and all applicable contractual, legal, and ethical obligations.

Any exceptions, deviations, or proposed modifications to the City's requirements must be clearly and specifically identified in the Proposal. Failure to expressly identify such exceptions or deviations may be deemed a waiver of the Proposer's right to request changes to the terms of performance, except as explicitly specified within this solicitation.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be executed by authorized representatives of the City and the Consultant. By executing the Contract, the Consultant represents that it has reviewed and understands the requirements of the Contract Documents and the conditions under which the Services shall be performed.

The Contract Documents are intended to be complementary to one another. A requirement stated in any one Contract Document shall be as binding as if stated in all Contract Documents. All requirements of the Contract Documents shall be binding

upon the Consultant and all individuals performing Services under the Contract on the Consultant's behalf, including officers, employees, agents, and subconsultants.

The Contract Documents are intended to include all Services and professional effort necessary for the proper performance and completion of the Scope of Services.

2.3. Permits, Fees, and Regulatory Compliance: The Consultant shall be responsible for coordinating, preparing, and submitting all permit applications, approvals, and regulatory documentation necessary for the proper performance of the Services in accordance with this solicitation, including compliance with the CDOT Local Agency project development process.

The Consultant shall provide all required notices and shall comply with all applicable federal, state, and local laws, statutes, regulations, ordinances, codes, rules, and orders of any public authority having jurisdiction over the Project, including, but not limited to, requirements of the Federal Highway Administration (FHWA), the Colorado Department of Transportation (CDOT), and the City of Grand Junction, as applicable to the Services.

If the Consultant identifies any conflict, inconsistency, or variance between the Contract Documents and applicable legal or regulatory requirements, the Consultant shall promptly notify the City in writing and shall not proceed with the affected Services until receiving written directions from the City. The City shall determine the appropriate resolution in coordination with CDOT, as applicable.

If the Consultant proceeds with Services knowing that such Services do not comply with applicable legal or regulatory requirements and fails to provide the required written notice to the City, the Consultant shall be responsible for the consequences of such noncompliance and shall bear the costs associated with necessary corrective actions attributable to the Consultant's failure to notify.

2.4. Standard of Care (Professional Services): The Consultant shall perform all Services under the Contract in a professional and workmanlike manner, consistent with the degree of care, skill, and diligence ordinarily exercised by qualified professionals practicing in the same or similar discipline under comparable circumstances at the same time and in the same or similar locality.

No other warranty, express or implied, is made or intended by the Consultant, including any warranty of merchantability or fitness for a particular purpose.

If the City determines that any portion of the Services does not meet the applicable standard of care, the Consultant shall, upon written notice from the City, promptly correct such deficiencies, to the extent attributable to the Consultant, at no additional cost to the City.

2.5. Responsibility for Performing the Services: The Consultant shall be solely responsible for the acts, errors, omissions, and performance of its officers, employees, agents, subconsultants, and any other individuals performing Services under the Contract. Nothing in the Contract shall be construed to create a contractual relationship between the City and any subconsultant or other third party.

2.6. Payment & Completion: Compensation for the Services shall be as set forth in the Contract, as a not-to-exceed amount. The Contract amount represents the total compensation payable by the City to the Consultant for the performance of the Services, unless adjusted by a written Contract amendment executed by the Parties.

The Consultant shall submit invoices in accordance with the billing requirements set forth in the Contract and the Scope of Services. Invoices shall accurately reflect the Services performed during the applicable billing period and shall include sufficient detail to support review and approval by the City's Project Manager.

Progress payments may be made based on the satisfactory completion of Services or deliverables, as determined by the City, and in accordance with the Contract Documents. Final payment shall be contingent upon the City's acceptance of all required deliverables and receipt of a final invoice.

All Services performed by the Consultant shall conform to the applicable standard of care set forth in Section 2.4 and shall comply with all applicable federal, state, and local laws, regulations, and requirements, including those applicable to CDOT Local Agency projects.

2.7. Protection of Persons and Property: The Consultant shall comply with all applicable federal, state, and local laws, regulations, and requirements governing the safety of persons and protection of property in connection with the performance of the Services, including during field investigations, surveys, geotechnical work, utility investigations, and other on-site activities.

The Consultant shall take reasonable precautions to protect the public, workers, and property from damage, loss, or injury arising out of the Consultant's performance of the Services. Such precautions shall be commensurate with the nature and location of the Services being performed.

To the extent damage to public or private property is caused by the negligent acts or omissions of the Consultant or its subconsultants in the performance of the Services, the Consultant shall, upon written notice from the City, be responsible for repair or restoration of such property to a condition reasonably equivalent to its condition prior to the damage, subject to the terms of the Contract and applicable law.

Nothing in this Section shall be construed to impose upon the Consultant responsibility for construction means, methods, or site safety for construction activities.

2.8. Changes in the Services: The City may request changes to the Services that are within the general scope of the Contract, including additions, deletions, or other modifications necessitated by regulatory coordination, agency review comments, project phasing, or refinement of design alternatives. Such changes shall not invalidate the Contract but may require an equitable adjustment to the Contract amount and/or Contract time.

No change to the Services shall be authorized, approved, or binding unless set forth in a written Contract amendment or Change Order executed by authorized representatives of both Parties. The Consultant shall not proceed with any change to the Services until receipt of written authorization from the City.

- Adjustments to compensation or schedule shall be made only in accordance with the Contract Documents. No claim for additional compensation or extension of time shall be valid absent an approved, executed Change Order or Contract amendment.
- **2.9. Minor Changes in the Services:** The City may authorize minor changes to the Services that do not materially alter the Scope of Services, increase the Contract amount, extend the Contract time, or conflict with the intent of the Contract Documents. Such minor changes may be authorized in writing by the City's Project Manager and shall be binding upon the Consultant.
- **2.10.** Correction of Services: The Consultant shall perform all Services and prepare all deliverables in accordance with the applicable standard of care set forth in Section 2.4 and in compliance with the requirements of the Contract Documents.

If the City determines that any Services or deliverables do not conform to the applicable standard of care or the Contract requirements, and such nonconformance is attributable to the Consultant, the Consultant shall, upon written notice from the City, promptly correct the deficiencies at no additional cost to the City.

The Consultant shall be responsible for the costs associated with correcting nonconforming Services or deliverables to the extent caused by the Consultant's acts or omissions. Nothing in this Section shall be construed to require the Consultant to perform additional Services or redesign work resulting from changes in regulatory requirements, agency direction, or City-directed scope changes without an approved Change Order.

- **2.11. Acceptance Not Waiver:** The City's review, approval, acceptance, or payment for any Services or deliverables shall not relieve the Consultant of its obligation to perform the Services in accordance with the Contract, including the applicable standard of care. No acceptance, approval, or payment by the City shall be deemed to waive any rights, remedies, or claims the City may have under the Contract arising from the Consultant's performance or nonperformance of the Services.
- 2.12. Contract Amendments and Change Orders: No oral statement, representation, or course of conduct by any individual shall modify, amend, or waive any term or condition of the Contract. Any amendment or Change Order to the Contract shall be in writing and executed by authorized representatives of the City and the Consultant in accordance with the City's established procedures. Written amendments and Change Orders are the sole means by which the Contract may be modified.
- **2.13. Assignment:** The Consultant shall not assign, transfer, convey, or otherwise dispose of the Contract, in whole or in part, without the prior written consent of the City, which shall not be unreasonably withheld. Any attempted assignment without such consent shall be void.
- **2.14. Compliance with Laws and Consultant Qualifications:** The Consultant shall comply with all applicable federal, state, local laws, statutes, codes, regulations, ordinances, and requirements governing the performance of the Services under the Contract, including those applicable to CDOT Local Agency projects.

The Consultant represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation, and that it is fully

qualified, authorized, and capable of performing the Services. The Consultant further represents and warrants that it possesses, and shall maintain throughout the term of the Contract, all required corporate authority, personnel, skills, experience, certifications, registrations, and professional licenses necessary to perform the Services in accordance with applicable law.

2.15. Debarment or Suspension: The Consultant certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federally funded or state-administered contracts or from providing the Services.

The Consultant shall promptly notify the City in writing if it becomes subject to any debarment or suspension action during the term of the Contract.

2.16. Confidentiality: The Consultant shall maintain the confidentiality of all non-public information disclosed by the City or obtained in connection with the performance of the Services, except as disclosure may be required by law. The Consultant shall take reasonable measures to safeguard such information and shall ensure compliance with this requirement by its officers, employees, agents, and subconsultants.

This obligation shall survive completion or termination of the Contract.

2.17. Conflict of Interest: No elected official or employee of the City shall have any direct or indirect financial or personal interest in the Contract resulting from this solicitation. The Consultant shall comply with all applicable conflict-of-interest laws and City policies and shall promptly disclose in writing to the City any actual or potential conflict of interest that arises during the solicitation or performance of the Services.

The City reserves the right to determine whether a conflict of interest exists and to take appropriate action to protect the City's interests.

- **2.18. Cancellation of Solicitation:** The City reserves the right, at any time and for any reason, to cancel this solicitation or to reject any or all Proposals, in whole or in part, when the City determines such action to be in its best interest. No Proposer shall have any claim for costs or damages arising from the City's exercise of this right.
- **2.19. Contract Term and Termination**: The Contract shall remain in effect until the earliest occurrence of one of the following:
 - (a) Expiration of the Contract term.
 - (b) Completion of the Services.
 - (c) Final acceptance of the Services by the City; or
 - (d) Termination of the Contract in accordance with this Section.

Either the City or the Consultant may terminate the Contract for convenience upon not less than thirty (30) days' prior written notice to the other Party. The Notice of Cancellation shall state an effective date of termination and the reasons for such cancellation. Termination for convenience shall not relieve either Party of obligations incurred prior to the effective date of termination.

2.20. Employment Discrimination: During the performance of any Services, the Consultant agrees to:

- 2.20.1. The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations. The Consultant agrees to post notices in conspicuous places, visible to employees and job applicants, setting forth the provisions of this nondiscrimination clause.
- **2.20.2.** All solicitations or advertisements for employees placed by or on behalf of the Consultant shall state that the Consultant is an Equal Opportunity Employer.
- **2.20.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.21. Immigration Compliance: The Consultant certifies that it fully complies with the Immigration Reform and Control Act of 1986 and all applicable federal, state, and local immigration laws. The Consultant 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.
- 2.22. Failure to Perform or Deliver: If the Consultant fails to perform the Services in accordance with the Contract, including failure to meet required deliverables, schedules, quality standards, coordination, and reporting requirements, the City may provide a written Cure Notice of such failure and require a formal corrective action response within a time specified by the City.
 - If the Consultant fails to cure the identified deficiency within the time specified in its formal response, or if the failure materially impairs the Project, the City may, in its discretion and without waiving any other rights or remedies, take appropriate action, which may include procuring substitute services from alternate sources, suspending the Services, or terminating the Contract in accordance with Section 2.19.
 - The Consultant shall be responsible for costs incurred by the City as a direct result of the Consultant's failure to perform, to the extent permitted by law.
- 2.23. Failure to Enforce: The City's failure at any time to enforce any provision of the Contract shall not be deemed a waiver of that provision or of any other rights or remedies available to the City under the Contract. Such failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision later.
- **2.24. Force Majeure:** The Consultant shall not be held liable for failure to perform its contractual obligations under the Contract to the extent that performance is prevented or delayed by events beyond its reasonable control, including, but not limited to, acts of God, fires, floods, earthquakes, epidemics, acts of terrorism, riots, civil disturbances, or labor disputes not involving the affected Party's workforce ("Force Majeure Event")

The Consultant must provide prompt written notice to the City stating the nature and anticipated duration of the event and shall use commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable. Force Majeure shall excuse performance only for the duration of the event and only to the extent performance is directly impacted.

Nothing in this Section shall excuse the Consultant's obligation to comply with applicable laws, regulatory requirements, or CDOT Local Agency obligations to the extent such compliance remains possible.

2.25. Indemnification: The Consultant 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 Consultant, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

The Consultant 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.

2.26. Independent Consultant: The Consultant is and shall remain an independent consultant in all respects under the Contract. Neither the Consultant 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 Consultant, its employees, agents, or subcontractors. The Consultant 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 Consultant is not entitled to any benefits that the City provides to its employees, including, but not limited to, health insurance, retirement benefits, or Workers' Compensation coverage.

2.27. Ownership and Use of Work Product: All documents, drawings, plans, specifications, reports, studies, calculations, models, data, and other materials prepared by the Consultant in the performance of the Services (collectively, the "Work Product") shall be considered instruments of service.

Upon payment for the applicable Services, the Consultant grants to the City a perpetual, non-exclusive, irrevocable, royalty-free license to use, reproduce, modify, and distribute the Work Product for City purposes related to the Project, including completion, operation, maintenance, future expansion, and public record disclosure, without additional compensation to the Consultant.

The Consultant shall retain ownership of its instruments of service, including any underlying methodologies, standard details, or pre-existing materials, subject to the City's license rights set forth herein. The Consultant shall not reuse or permit reuse

of the Work Product for any purpose unrelated to the Project without the City's prior written consent.

All information, data, and materials provided by the City to the Consultant shall remain the exclusive property of the City and shall be used solely for purposes of performing the Services under the Contract, unless otherwise authorized in writing by the City.

- 2.28. Patents and Copyrights: The Consultant agrees to indemnify and hold harmless the City from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the City be held liable to the Consultant for any damage, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in case of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.
- 2.29. Governing Law: The Contract and/or any agreement(s) resulting from responding to this solicitation 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 under or related to the Contract shall be brought in the District Court of the 21st Judicial District, Mesa County, Colorado. In the event of a conflict between the body of the Contract and any incorporated or referenced document, the provisions of this Contract shall govern and control.
- **2.30.** Expenses: All costs incurred by the Consultant in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Consultant's sole responsibility and shall not be reimbursed or charged to the City.
- **2.31. 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.
- **2.32.** 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.
- **2.33. 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.

2.34. Default: The City reserves the right to terminate the Contract if the Consultant 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 Consultant 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 Consultant 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 Consultant 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.

2.35. Piggyback: Contracts resulting from this solicitation are primarily intended for the City. However, upon mutual agreement between the awarded Consultant and other governmental entities, the contract may be extended for use by additional agencies, subject to the specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall establish its own separate contract with the Consultant, issue its own purchase orders, be invoiced directly, make its own payments, and provide its own tax exemption certificates, if applicable.

It is expressly understood that the City is not a party to any contract formed between the Consultant and any other governmental entity under this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

- **2.36. 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.
 - **2.36.1.** "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 Consultant's authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.
 - **2.36.2.** "City" means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
 - **2.36.3.** The "Contract Sum" refers to the total amount payable by the City to the Consultant 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 must be made in accordance with the provisions of the Contract and duly authorized by both Parties.

- 2.36.4. "Contract Time" means the period during which the Consultant 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.
- **2.36.5.** A "Deliverable" refers to any tangible or intangible work product, report, document, presentation, or other output the Consultant 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.

- **2.36.6.** "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.
- **2.36.7.** "Proposer" refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- **2.36.8.** "Project" or "Work" refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.

- **2.36.9.** "Services" include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- **2.36.10.** "Subcontractor" refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services under the Contract. The term "Subcontractor" includes the subcontractor's authorized representatives.

Section 3.0: Insurance Requirements

At its own expense, the successful Consultant 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 Consultant'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 Consultant's failure to procure or maintain adequate coverage, in the required amounts, duration, or types, shall not relieve the Consultant of any liabilities or obligations assumed under the Contract. Furthermore, the Consultant shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Consultant shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Consultant 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 a minimum of five (5) years following the completion of services.

- (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
 - Concerning each of the Consultant's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services.
- (d) Workers' Compensation and Employers' Liability: At its own expense, the Consultant shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Consultant agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

3.1. Additional Insured Endorsement

The Commercial General Liability and Automobile Liability insurance policies required under the Contract shall be endorsed to name the City of Grand Junction, its elected and appointed Officials, employees, and volunteers as Additional Insureds.

All required insurance policies shall be primary and non-contributory with respect to any insurance or self-insurance maintained by the City. Any insurance carried by the City, its officials, employees, volunteers, or provided through the City's self-insurance pool shall be excess of and shall not contribute to the insurance provided by the Consultant.

The Consultant shall be solely responsible for payment of any deductibles, self-insured retentions, or similar obligations under its insurance policies.

3.2. Certificate of Insurance

Prior to commencing any Services or Work under the Contract, the Consultant shall furnish to the City a current ACCORD Certificate of Insurance evidencing all required coverages and endorsements.

Certificates shall, at a minimum:

- Reference the solicitation title and solicitation number.
- Clearly identify each policy, coverage type, limits, effective and expiration dates, and insurance carrier, and
- Include copies of all required endorsements, including Additional Insured endorsements.

The Consultant shall maintain the required insurance coverages in full force and effect for the duration of the Contract and shall provide updated certificates and endorsements to the City upon renewal, replacement, cancellation, or material modification of any required policy.

Proof of insurance must be submitted and approved by the City before any on-site or remote access work begins.

Section 4.0: Specifications and Scope of Services

4.1. General/Background: The purpose of this Request for Proposals (RFP) is to solicit qualifications and proposals from experienced Engineering Consultants to lead environmental documentation and design for the planned I-70/29 Road Interchange and related 29 Road corridor improvements extending south to Patterson Road. The selected consultant will be responsible for preparing environmental documents, detailed construction plans and specifications, right-of-way plans, and cost estimates. Because the project is partially funded through federally Congressionally Directed Spending administered by the Colorado Department of Transportation (CDOT), all work must comply with CDOT's Local Agency project requirements.

Mesa County and the City of Grand Junction have jointly pursued development of the 29 Road corridor as a major arterial since the early 2000s. Mesa County completed a Planning and Environmental Linkages (PEL) study in 2021 with David Evans and Associates, followed by CDOT's 1601 process, completed by Felsburg, Holt & Ullevig (FHU), which will conclude in Spring 2026.

Although the November 2024 ballot measure to authorize bonding did not pass, community feedback identified uncertainty regarding CDOT and Federal Highway Administration (FHWA) approval as a key concern. As of September 2025, the City and County reached an agreement on a project scope acceptable to both CDOT and FHWA.

The City of Grand Junction has received federal Congressionally Directed Spending (CDS) funds to complete environmental documentation, advance the I-70/29 Road interchange design to 30%, and complete 100% design for the 29 Road corridor improvements from I-70 to Patterson Road, including intersection upgrades at Patterson.

The 29 Road corridor improvements will be designed for construction in two phases:

- Phase 1: A three-lane section with multimodal features to meet immediate local needs.
- **Phase 2:** Widening to the full arterial section, constructed in coordination with the interchange.

The consultant will be responsible for the alternative development of the Phase 1 scope, with the intention of minimizing the amount of infrastructure that would need to be removed to accommodate Phase 2.

If awarded a Rural and Tribal Lands Assistance grant. The City plans to advance the interchange design to full (100%) construction-ready plans.

4.2. Special Conditions/Provisions:

4.2.1. Questions Regarding the Solicitation Process or the Scope of Services:

All questions regarding this solicitation shall be submitted by email only to:

Kathleen Franklin, Purchasing Agent

Email: kathleenf@gjcity.org

4.2.2. Non-Mandatory Pre-Proposal Conference: Prospective Proposers are encouraged to attend a non-mandatory pre-proposal conference to obtain a general understanding of the Project, requirements, and conditions related to the Scope of Services.

Meeting Details:

Date: Wednesday, January 7, 2026 **Time:** 11:00 a.m. (Mountain Time)

Location:

City of Grand Junction City Hall Auditorium 250 N 5th St Grand Junction, CO 81501

Purpose and Participation:

The non-mandatory pre-proposal conference is intended to provide Proposers with an opportunity to receive an overview of the Project and to seek clarification regarding the solicitation requirements. Attendance is optional; however, Proposers are encouraged to participate to support the submission of complete, responsive proposals that align with the City's objectives.

Important Notes:

- Attendance at the pre-proposal conference is not required to submit a Proposal.
- Statements or responses provided during the pre-proposal conference shall not be considered binding and shall not modify the solicitation.
- Only written addenda issued by the City shall be considered official and binding.
- **4.2.3. Project Schedule:** The Proposer shall provide a project schedule delineating key milestones, deliverables, and deadlines to meet the project completion.
- **4.2.4. Fee Proposal Requirements:** This is a CDOT-funded project and is subject to qualifications-based selection requirements. **Proposers shall not submit any pricing, rates, or cost information as part of its proposal**, including within the Scope of Services, project approach, or any other section of the solicitation. Pricing information will not be evaluated.

Following selection of the highest-ranked proposer, the City will **negotiate a fair** and **reasonable fee** with the selected firm prior to Contract award, consistent with CDOT requirements.

At the City's request during negotiations, the selected Consultant shall be prepared to submit a detailed fee proposal that may include, at a minimum:

- A rate schedule identifying applicable labor classifications and fully burdened hourly rates, as applicable. All proposed labor rates shall remain firm for the term of the Contract.
- The proposed pricing structure (e.g., by task, or not-to-exceed).

- A task-based cost breakdown aligned with the Scope of Services.
- Identification of subconsultant costs, if applicable.
- Identification of any proposed reimbursable expenses

All rates and prices shall be **all-inclusive**, incorporating all costs necessary for the complete performance of the Services, including labor, overhead, project management, coordination, meetings, fieldwork, software, travel, and incidental expenses.

The City shall not be responsible for, nor liable for, any additional costs, including, but not limited to, taxes, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

All proposed fees and pricing are subject to negotiation by the City prior to Contract execution.

- **4.2.5. Contract:** A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."
 - **4.2.5.1.** The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract, as well as all applicable federal, state, and local laws. No other agreements, representations, or understandings shall be valid or binding unless expressly incorporated into the Contract.

The City's terms and conditions shall take precedence in the event of a conflict between documents.

- 4.2.5.2. Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Consultant and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.
- **4.2.6. City Project Manager:** The City's Project Manager shall oversee, approve, and accept all Services and Work performed under the Contract.

During the performance of the Contract, all notices, letters, submittals, and other communications directed to the **City** shall be delivered to the designated City representative at the following address.

Trent Prall
Engineering and Transportation Director
City of Grand Junction

Department of Engineering and Transportation 244 N 7th St Grand Junction, CO 81501

4.2.7. Contract Administrator: The Contract Administrator for the City shall be responsible for all matters related to the administration of the contract, including the issuance of amendments, modifications, change orders, and the interpretation of the general contract. All such inquiries shall be directed to:

Duane Hoff, Jr., CPPB Contract Administrator Email: duaneh@gjcity.org Phone: (970) 244-1545

The Contract Administrator serves as the City's primary point of contact for all administrative matters related to the contract. This role does **not** include technical oversight or work acceptance, which remains under the authority of the designated Project Manager or City Point of Contact.

4.3. Scope of Services

The Consultant shall provide all professional services, labor, materials, coordination, and technical expertise necessary to complete the Project as described in this RFP and in accordance with the CDOT Local Agency project development process.

4.3.1 Project Locations and Limits

The project scope shall include complete design services necessary for one (1) bid package:

Phase 1 – 29 Road Corridor Improvements: development of a three-lane urban collector section of G Road south to Patterson Road.

The project scope also includes complete design services for:

Phase 2 – I-70/29 Road Interchange and corridor improvements to and including the intersection of Patterson Road.

Both phases shall be complementary to minimize the amount of infrastructure that must be removed for the implementation of Phase 2.

The scope includes 30% design services for the interchange construction and all road improvements north of G Road.

The project limits shall include the following:

- I-70 at 29 Road area
- 29 Road from the I-70 area south to Patterson Road
- 29 Road and Patterson Road intersection

4.3.2 Project Scope

The Project scope includes, but is not limited to, the following services as described in this RFP:

- Project management and coordination
- Data collection and field investigations
- Environmental documentation (NEPA)
- Preliminary and final design
- Permitting and regulatory coordination
- Right-of-way (ROW) plan development

4.3.3 Project Management and Coordination

CDOT Local Agency Project Process: The Consultant shall coordinate with CDOT and other appropriate regulatory agencies to obtain any required permits required to comply with the CDOT Local Agency project process. The Consultant shall initiate communication with State and Federal agencies regarding the project's intent and shall submit appropriate permit applications on behalf of the City. This shall include providing technical support in obtaining CDOT clearances for design, ROW, environmental, and utilities.

The Consultant shall include City PM on all correspondence with regulatory agencies and must copy City PM on all email correspondence.

Project Initiation and Scheduling: Develop and prepare a project schedule to meet the proposed construction timeframe and assign tasks accordingly. The schedule shall outline individual tasks described in the project's scope of work and identify key milestone dates. The Consultant's Project Manager (Consultant PM) shall maintain and update the project schedule as the work proceeds. The Consultant's PM will be assigned to this Project for the duration of the work.

Work Task Coordination: The Consultant PM shall assign and coordinate all work tasks being accomplished, including those performed by sub-consultants, to ensure project work is completed on schedule.

Project Team Coordination: The City PM and the Consultant PM shall maintain ongoing communication about the project on a frequent and regular basis. Each PM shall provide the other with:

Written synopsis of its respective contacts (both telephone and in person) with others
Copies of pertinent written communications, including electronic (email) correspondence
Early identification of potential problems

Progress Meetings: The City and Consultant shall meet, either in person or via virtual conference calls (e.g., Zoom or similar video conferencing platforms), at regularly scheduled Project Working Group Meetings held at regular intervals throughout the Project. Meetings shall include Consultant PM, City PM, and other stakeholders as identified and required during the design process. The Project Working Group meetings shall be used to coordinate the work effort and resolve any outstanding issues or problems. The Meetings shall focus on the following topics:

	Activities completed since last meeting
	Problems encountered or anticipated
	Late activities or activities slipping behind schedule
	Solutions for unresolved or newly identified problems
	Schedule of upcoming activities
	Information on items required, or comments from State and Federal agencies.
	Consultant PM shall prepare a written summary report of the general discussion including all action items assigned.
•	orting Requirements: The Consultant PM shall provide the following on a see basis:
	Monthly progress reports identifying percent completion by design component

4.3.4 Design Scoping Review Meeting (DSR)

Monthly billing

The Consultant will prepare the meeting agenda and conduct the scoping review meeting with CDOT Region 3 representatives, as defined in CDOT Local Agency Project Desk Reference (July 2022) Section 5.5, the Mesa County Regional Transportation Planning Office, Mesa County, and the City of Grand Junction. The Consultant will be responsible for preparing meeting minutes and addressing action items.

4.3.5 **Preliminary Design Plans (FIR)**

Data Collection: The Consultant will perform field survey work necessary to capture updated field conditions and provide a survey/base mapping for the design. The Consultant shall be responsible for conducting utility investigations and collecting any other necessary data for the project.

Preliminary Design Deliverables: The Consultant will prepare preliminary/conceptual design plans at a 30% complete level and, at a minimum, will include the following:

Roadway plans, drainage plans, utility plans, cross sections, removal plans, summary of approximate quantities, and other notes & details in compliance with CDOT standards.
Major Structural Design
Transit Stop Design: In coordination with the City and the Mesa County Regional Transportation Office, the consultant shall lead the design of transit stops as well as other multimodal improvements desired by the City and other stakeholders.
Phasing Alternatives Analysis and Selection
Construction Phasing Plan
Stormwater Management Plan
Subsurface Utilities Engineering in accordance with current laws (utility conflicts must be identified and relocation/removal plans must be coordinated through the appropriate utility company).
Preliminary ROW Plans
Plans shall be in CDOT format with the City of Grand Junction title block
Engineer's Opinion of Probable Cost for each design alternative
Survey, Base mapping, and existing plan files
Geotechnical Investigation Report
Signing and Striping Plans
Streetlighting Plans
Landscape and Irrigation Plans

Conduct FIR Meeting: The Consultant shall conduct a CDOT Field Inspection Review (FIR) meeting to review the preliminary design plans with City and CDOT Specialty Staff. The Consultant shall document all issues identified at the FIR to be resolved during the final design.

Public Engagement: The proposed improvements are intended to implement the vision outlined in the conceptual drawings completed by Mesa County's consultant, FHU. The preliminary design phase shall include one (1) public outreach event to present the plans to the community. The Consultant shall attend and provide graphics / technical support for the public outreach event. Any additional public outreach will be completed by the City.

4.3.6 Right-of-Way Plan Development and Authorization

The Consultant is to provide complete ROW plan development services and legal descriptions for all property acquisitions on the project, consistent with CDOT's Survey Manual and CDOT's ROW Manual Chapter 2, ROW Plans.

Preliminary Research:			
	Acquiring title commitments for all private properties from which ROW or easements may be required and reviewing to determine interests and conveyances that may affect ROW, property boundaries, or interests.		
	Conduct a thorough review of existing documentation, including deeds, plats, and any relevant legal descriptions.		
	Identify any encumbrances, easements, or restrictions affecting the right-of-way boundaries.		
	Prepare and obtain "Permission to Enter Property" forms for the purpose of surveying within private ownership parcels.		
Field	Survey:		
	Deploy qualified surveyors equipped with appropriate instruments and tools to conduct on-site measurements.		
	Establish control points and benchmarks to ensure accuracy and consistency throughout the survey.		
	Perform boundary retracement surveys to locate and verify the existing right-of-way lines.		
	Document physical features and landmarks that may influence right-of-way boundaries, such as fences, utility poles, and natural landmarks.		
	Collect relevant data, including distances, angles, and elevations.		
Analy	rsis and Documentation:		
	Perform survey, research, calculations, and drafting to determine existing Right-of-Way within project limits defined by metes and bounds on the project coordinate system		
	Tie the aliquot, property, and other land monuments to the control survey. Prepare a combined Project Control/Land Survey Control Diagram that shows a graphical representation of the found aliquot, property, and land monuments, along with its relationship to the project control.		
	Tabulation of the coordinates and physical description of the found monuments and other physical evidence.		
	Prepare detailed right-of-way plans and associated documents, including maps, plats, and legal descriptions.		
	Clearly delineate the boundaries of the right-of-way, highlighting any encroachments or discrepancies discovered during the survey.		
	Provide comprehensive notes and annotations to aid in the interpretation of the survey results.		

	Ensure that all plans and documents adhere to CDOT Survey and Right-of-Way Plan development standards.	
Quali	ty Assurance:	
	Conduct internal reviews and quality checks to verify the accuracy and completeness of the survey data and documentation.	
	Address any discrepancies or inconsistencies identified during the review process.	
	Seek client feedback and incorporate any requested revisions or modifications to ensure client satisfaction.	
Right-of-Way Plan Authorization:		
	Coordinate and attend a right-of-way plan review meeting (ROWPR) with the appropriate staff personnel from the City and CDOT and finalize the right-of-way plans and legal descriptions for CDOT authorization.	
Surv	ey Staking for acquisition site inspections:	
	Field Survey to verify control monumentation.	
	Create a stakeout for easements and right-of-way.	
	Set survey stakes in the field for each parcel.	

4.3.7 Right of Way Acquisition and Appraisals

Acquisition and Appraisal Services: Right-of-way acquisition services and appraisals are not included in the project scope at this time. This scope may be added should additional funding become available.

4.3.8 Final Design Plans and Project Specifications

FOR Plans: Prior to submitting the final design, the Consultant shall provide 90% design review plans for Final Office Review (FOR). FOR plans shall include an updated Engineer's Opinion of Probable Cost for the proposed design. The Consultant shall conduct a FOR meeting with the City and CDOT and shall document any unresolved issues.

Please note that 90% (FOR) and 100% designs are included in this scope for the 29 Road Corridor from G Road south to Patterson Road, including improvements to the intersection of 29 Road and Patterson Road. Final design deliverables for improvements north of G Road, including the 29 Road interchange, are not part of the current scope of work. The Consultant will be responsible for developing complete plans and specifications for an interim three-lane section, as well as comprehensive plans and specifications for the future construction of the ultimate

corridor buildout.

Final Design Deliverables: The Final Design documents shall include phased final design drawings and specifications, the Engineer's Opinion of Probable Cost, and a bid schedule that can be incorporated into the Advertisement for Construction Documents. The final design shall include obtaining all permitting and CDOT clearances necessary for project advertisement.

Authentication: The Consultant's Professional Engineer responsible for the Project shall affix its stamp and signature to the final drawings, bid documents, and design report.

4.3.9 <u>National Environmental Protection Act (NEPA) documentation</u>

The consultant will be responsible for completing the NEPA process. FHWA and CDOT have confirmed that the class of action will be an Environmental Assessment (EA). Mesa County Consultant Engineer FHU will have completed the "existing conditions" section of the EA, and the selected consultant will be responsible for determining impacts, mitigation, and preparation of the Finding of No Significant Impact (FONSI).

4.3.10 Interstate Access Justification Report (IAJR) Preparation.

The Consultant will be responsible for preparing and submitting the Interstate Access Justification Report to the FHWA.

4.4. Additional Background Resources

The City has recently updated two key transportation documents. While all work at the interchange and along 29 Road must be completed in accordance with CDOT standards, the documents are provided for additional background information for the Consultant's reference.

Pedestrian and Bicycle Plan – April 2023

Transportation and Engineering Design Standards – December 2023

4.5. Prior Work and Reference Materials

Attachments

Attachment A – I-70 Interchange at 29 Road – Conceptual Layout – Roundabout

Attachment B – 29 Road Corridor - Shared Use Path

Attachment C – 29 Road Corridor - Share Use Path – Visualization

Attachment D – Patterson and 29 Road Intersection

Attachment E - NEPA Existing Conditions

For reference, the following website has more information on the work completed to date: https://fhu.mysocialpinpoint.com/29-road-interchange.

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4.6. Contract Term

The initial term of the Contract shall commence upon execution by both Parties and shall remain in effect for a period sufficient to allow for the completion of the Services, as mutually agreed upon by the City and the Consultant.

Tentative Calendar of Events:

The following schedule is provided for planning purposes. The City reserves the right to modify this schedule at its sole discretion, as necessary. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

Event	Date	Time (MDT)
Solicitation Issued/Posted	December 19, 2025	, ,
Published via BidNet® Direct – RMEPS		
Non-Mandatory Pre-Proposal Conference	January 7, 2026	11:00 a.m.
Inquiry Deadline:	January 13, 2026	5:00 p.m.
No questions will be accepted after this date		
Final Addendum Issued (if applicable)	January 16, 2026	
Proposal Submission Deadline	January 23, 2026, before	2:00 p.m.
Electronic submission via BidNet® Direct only		
Evaluation of proposals	January 26-30, 2026	
Internal review by City-appointed committee		
Interviews (if required)	February 10, 2026	
Virtual or in-person, by City invitation only		
Notice of Intent to Award (tentative)	February 13, 2026	
Subject to final evaluations and interview		
outcomes		
City Council Approval	March 4, 2026	
Contract execution	March 11, 2026	
Contingent upon Council approval and funding availability		
Services begin no later than	March 23, 2026	
CDOT Design Scoping Meeting	April 2, 2026	
Environmental Resource Impact Analysis	July 31, 2026	
Environmental Develop NEPA Document (EA)	September 4, 2026	
Environmental Develop NEPA Decision	February 15, 2027	
Document (FONSI)	•	
Preparation of Interstate Access Justification	November 20, 2026	
Report (IAJR)		
CDOT Field Inspection Review (30%)	August 13, 2026	
CDOT Right of way plan review	February 28, 2027	
CDOT Final Office Review (90%)	March 9, 2027	
Construction documents	June 15, 2027	

Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

Proposals shall be submitted electronically only through BidNet® Direct Rocky Mountain E-Purchasing System:

Attps://www.bidnetdirect.com/colorado/city-of-grand-junction

- The platform offers both free basic registration and paid subscription options. Free registration may require up to twenty-four (24) hours for activation; Proposers are encouraged to register and upload proposals well in advance of the submission deadline
- The City does not control or administer the vendor's access to BidNet Direct. Proposers are solely responsible for ensuring a successful electronic submission.
- Technical assistance must be requested directly from BidNet® at (800) 835-4603 before the proposal deadline.
- Late submissions will not be accepted under any circumstances.

5.2. Proposal Format and Submission Requirements

Each proposal shall be submitted as **one (1) complete, searchable PDF document** not to exceed **Thirty (30) pages**, excluding the required Solicitation Response Form (Section 7.0).

- The cover page shall clearly identify the solicitation number and title.
- Pages beyond the thirty (30) page limit will not be reviewed or scored.

5.3. Cover Letter

Proposers shall submit a cover letter that briefly summarizes the Proposer's interest, qualifications, and understanding of the Project.

The cover letter shall include:

- Name, title, address, phone number, and email address of the primary point of contact
- Identification of the individual(s) authorized to make representations and bind the Proposer
- Signature of a duly authorized representative, including printed name and title

Submission of a Proposal constitutes acceptance of the requirements and conditions of this solicitation.

5.4. Solicitation Response Form

Proposers shall complete and submit the **Solicitation Response Form (Section 7.0)** with the Proposal. Only the completed form is required. The full solicitation shall not be returned unless exceptions or proposed modifications are identified.

5.5. Fee Proposal

Proposers shall not submit any pricing, rates, or cost information as part of its proposal, including within the Scope of Services, project approach, or any other section of the solicitation. Pricing information will not be evaluated.

Following the selection of the highest-ranked proposer, the City will **negotiate a fair and reasonable fee** with the selected Consultant prior to Contract award.

The Contract will be established as a **not-to-exceed amount**.

5.6. Capacity, Credentials, and Experience

Proposers shall demonstrate their ability to successfully perform the Services, including:

- Relevant Experience: Similar CDOT, FHWA, NEPA, interchange, corridor, or phased design projects
- **Key Personnel:** Roles, office locations, qualifications, and availability (personnel are contractually committed and may not be replaced without City approval)
- Organization: Project team structure and use of subconsultants
- Work Samples: Up to two (2) representative examples (optional)

5.7. Strategy and Implementation Plan

Proposers shall describe its approach to delivering the Services outlined in Section 4.0, including:

- Understanding of the City and Project objectives
- Approach to CDOT Local Agency coordination, NEPA, and phased design
- · Communication and coordination methods
- Proposed schedule and key milestones
- Risk management and quality control strategies
- Any value-added or innovative approaches

This plan should clearly illustrate the Proposer's readiness and capability to meet the solicitation's requirements and objectives.

5.8. References

Provide at least three (3) references from projects completed within the past five (5) years that are similar in scope and complexity:

For each reference, include:

- Client name and contact information
- Project description and location
- Key personnel involved in the Project
- · Project budget and final cost
- Schedule performance and notable challenges.

5.9. Legal Proceedings/Litigation

Proposers must disclose any legal proceedings, lawsuits, or regulatory actions involving the Proposer, its employees, or any subcontractors who may be involved in performing the services under this Contract. This includes:

- All pending or current litigation, including the status of each case
- Any matter filed, settled, or adjudicated within the past five (5) years

For each case, provide:

- A brief description of the underlying issue
- The status or outcome

Failure to disclose relevant legal proceedings may impact the evaluation process.

5.10. Additional Data (Optional)

Proposers may submit additional information that demonstrates unique qualifications, specialized expertise, or value-added services relevant to the Project.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review and evaluate all responsive Proposals to determine which Proposer(s) demonstrate the qualifications, technical expertise, experience, and capacity necessary to successfully perform the Scope of Services. The evaluation will assess each Proposal's responsiveness, technical merit, approach, and overall ability to deliver the Project in accordance with City, CDOT, and FHWA requirements.

6.2. Evaluation Summary

Proposals will be evaluated and prioritized based on the criteria, categories, and weightings set forth in this Section. The City reserves the right to:

- Reject any Proposal or any portion thereof
- Consider the Proposer's past performance on similar projects, including projects for the City or other public agencies
- · Make an award, if any, in the best interest of the City

6.3. Scoring Criteria

The City will evaluate proposals using the criteria and relative weights identified below. Each Evaluation Committee member will independently score qualitative criteria on a scale of 1 to 10, where 1 indicates an unsatisfactory response, and 10 indicates a highly qualified response that fully meets or exceeds the solicitation requirements.

Raw scores will be multiplied by the assigned weights to determine weighted category scores. The sum of all weighted qualitative scores will represent each Proposer's raw qualitative total.

To ensure fairness and consistency, the highest overall qualitative score among all proposers will establish the benchmark for curved scoring. All other proposers' qualitative totals will be proportionally adjusted (curved) relative to that benchmark before the final composite scores are calculated.

6.3.1. Evaluation Criteria and Weighted Values (Qualitative – 100%)

Evaluation Category	Description	Weight
II SOUCITATION	The Proposal is complete, well-organized, and responsive to all requirements of this solicitation,	

Evaluation Category	Description	Weight
	including adherence to submission instructions, required forms, and content outlined in Section 5.0.	
Understanding of the Project, Scope of Services, and Objectives	Demonstrated understanding of the Project limits, phased implementation, CDOT Local Agency process, NEPA requirements, and the City's objectives for the I-70 / 29 Road Interchange and 29 Road Corridor improvements.	25%
	Demonstrated experience delivering comparable federally funded transportation projects, including interchange and corridor design, environmental documentation, and agency coordination. Qualifications of key personnel, effectiveness of project team structure, and quality and relevance of references.	25%
Strategy and Implementation Plan	Clarity, feasibility, and effectiveness of the proposed approach for delivering the Scope of Services, including project management, coordination with the City and CDOT, phased design delivery, risk management, quality control, and schedule adherence.	25
Project Management, Coordination, and Quality Assurance	Demonstrated ability to manage complex, multi- agency projects; maintain communication and coordination; meet milestones; and ensure quality, consistency, and regulatory compliance throughout the Project lifecycle	20%
Total Qualitative Score		100%

6.3.2. Curved Scoring Method

Following completion of individual evaluations, the City will aggregate the weighted qualitative scores assigned by the Evaluation Committee to determine each Proposer's total qualitative score.

The Proposer receiving the highest total qualitative score will be assigned a normalized score of one hundred percent (100%). All other Proposers' qualitative scores will be normalized proportionally based on this benchmark.

If a fee proposal is evaluated, the normalized qualitative score may be combined with the fee score to determine each Proposer's final composite score.

6.4. Shortlisting Proposers

The City will use the following process to identify Proposers for further consideration. The City reserves the right to modify this process if deemed in its best interest:

- Compliance Review: Proposals will be reviewed to ensure compliance with this solicitation's mandatory requirements. The Purchasing Agent may, at the City's discretion, request clarification from Proposers.
- Evaluation and Scoring: Evaluation committee members will independently review and score proposals based on the criteria set forth in the solicitation. Scores will be compiled into an Evaluation Matrix used to rank and prioritize proposals.

6.5. Reference Checks

The City reserves the right to conduct reference checks for one or more top-ranked Proposers to verify qualifications, past performance, and reliability. Reference checks may include, but are not limited to, evaluation of the Proposer's performance on comparable projects, adherence to schedules and budgets, responsiveness, professionalism, and quality of work.

The City may contact references provided by the Proposer and/or other sources with knowledge of the Proposer's performance. The City may also request additional information, including representative deliverables, or conduct site visits, if applicable, to verify information submitted in the Proposal.

6.6. Interviews

At its discretion, the City may invite Proposers whose evaluation scores rank within the top tier for interviews (virtual or in-person) to further assess qualifications, proposed approach, and ability to perform the Scope of Services. The City reserves the right to adjust the number of Proposers invited based on the quality of proposals received and the number of competitive responses.

Shortlisted Proposers will be notified if interviews are required. Interview dates will be scheduled in accordance with the Tentative Calendar of Events. Proposers will receive advance notice regarding:

- Interview format and expectations
- Duration and structure
- Location (virtual or in-person)

6.7. Negotiations

The City reserves the right to negotiate with the highest-ranked Proposer following completion of the evaluation process. The City will not negotiate with lower-ranked Proposers unless negotiations with the higher-ranked Proposer are unsuccessful and formally concluded.

Negotiations may include, but are not limited to, the Scope of Services, project approach, staffing, schedule, and the negotiation of a **fair and reasonable fee.**

If selected for negotiations, the Proposer may be required to submit revisions to its Proposal, which may include, but are not limited to:

- Development of a detailed fee proposal
- Refinements to the technical approach, scope, or staffing
- Other modifications reasonably requested by the City to achieve alignment with Project objectives and requirements

All negotiations shall be conducted at the City's sole discretion and in a manner determined to be in the City's best interest.

6.8. Award

The City reserves the right to:

- Award a Contract to the Proposer deemed to be the most advantageous to the City, in accordance with the evaluation criteria set forth in this solicitation.
- Reject any or all Proposals and waive informalities or irregularities in the Proposals received.
- Consider a Proposer's history of performance with the City or other public agencies when determining responsibility and final award suitability.

The City may, at its sole discretion, determine that no award will be issued if it is not in the City's best interest.

6.9. Contract Execution

- The selected Proposer must execute the contract within a specified timeframe after award notification. Failure to do so may result in a contract award to the next highestranked proposer or re-solicitation.
- The award is contingent upon funding availability and final City approval.

6.10. Notice of Intent to Award & Protest Procedures

- A Notice of Intent to Award may be issued before final contract execution.
- Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award, following the City's <u>Procurement Policy</u>.

Section 7.0. Solicitation Response Form

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"I-70 and 29 Road Interchange and 29 Road Corridor Design Services"

The proposer must submit this completed, dated, and signed form with its Proposal.

The City reserves the right to accept or reject any portion of the proposed Services, at its discretion.

The undersigned has thoroughly reviewed this Solicitation and submits this Proposal, including all required forms and the proposed fee schedule, in response thereto.

This Proposal is firm and irrevocable for ninety (90) calendar days following the proposal submission deadline.

By submitting this Proposal, the undersigned Proposer acknowledges and agrees to all terms, conditions, and requirements set forth in this Solicitation and certifies that it is fully prepared, willing, and able to perform the Services described herein if selected by the City for award of the Contract.

The Proposer further acknowledges the City's sole discretion to reject any or all Proposals, waive informalities or irregularities, and take any action deemed to be in the City's best interest.

By submitting this Proposal, the Proposer certifies— and, in the case of a joint Proposal, each participating party certifies independently— that the Proposal has been developed and submitted without collusion, consultation, communication, or agreement with any other Proposer or competitor regarding any aspect of the Proposal, including pricing, terms, or strategy.

By submitting this Proposal, the **Proposer** certifies that:

- The prices set forth in the Proposal have not been knowingly disclosed to any other Proposer and will not be disclosed before the award.
- No attempt has been made, nor will be made, to induce any other person or entity to submit or refrain from submitting a Proposal for the purpose of restricting competition.
- The individual signing the Proposal is duly authorized to bind the Proposer and has the legal authority to make representations contained herein.
- Direct purchases by the City of Grand Junction are tax-exempt from Colorado Sales or Use Tax. The City's tax-exempt identification number is 98-903544. No federal, state, county, or municipal taxes have been included in the prices submitted.
- The City of Grand Junction's payment terms are Net thirty (30) days from receipt of a proper invoice.
- A prompt payment discount of _____ percent of the net dollar will be offered,

to the City if the invoice is paid within days after the receipt of the invoice.
Receipt of Addenda
The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Solicitation or Contract Documents.
Total number of Addenda received:
The Proposer is solely responsible for ensuring that all Addenda have been received reviewed, and acknowledged as part of the Proposal submission.
Authority of Signatory
By signing the Solicitation Response Form, the Proposer certifies that the individua executing the Proposal is duly authorized to bind the Proposer to the terms and conditions of this Solicitation.
The City reserves the right to require written evidence of such authority, including a letter signed by the entity's owner or a statement of authority, prior to Contract execution.
Proposer Information and Authorization
Entity Name:
Authorized Agent Name & Title:
Authorized Agent Signature:
Telephone Number:
Email Address of Agent:
Business Address:
City, State, Zip Code:
Date:

Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion(s) of Services/Work:

Description of Service(s) to be performed	Est. Value & % of Service(s)

The **Proposer** certifies that all listed subcontractors are qualified to perform the specified services and will comply with all applicable contract requirements.

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