



Request for Proposal

RFP-5784-26-KF

Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design

Proposal Deadline

February 12, 2026, before 1:00 p.m. (Mountain Standard Time)

Electronic Submission Only

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

 <https://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 and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 8, 2026
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	January 21, 2026
Inquiry deadline No questions are accepted after this date	January 29, 2026
Final Addendum Issued (if applicable)	February 2, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 12, 2026, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	February 12 – 20, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: March 2 and 3, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 6, 2026
City Council Approval (if required) For contracts meeting the approval threshold	March 18, 2026
Contract execution Contingent upon Council approval and funding availability	March 23, 2026

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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 professional engineering firms to provide design engineering services for the Juniata Enlarged Ditch seepage reduction project. The purpose of this solicitation is to select a Consultant to perform engineering analysis, evaluate alternatives, and prepare final construction documents suitable for construction and permitting in support of improvements intended to reduce seepage losses and enhance the efficiency and reliability of the ditch system.


Section 4.0 of this solicitation outlines the project objectives, service delivery expectations, technical requirements, and applicable performance standards (Scope of Services). All Services shall be performed in accordance with the terms and conditions set forth in this solicitation and incorporated into the resulting Contract, if any.

- 1.5. **Non-Mandatory Virtual Pre-Proposal Meeting:** Prospective Proposers are encouraged to attend a non-mandatory virtual pre-proposal meeting to gain a clear understanding of the project requirements and conditions related to the Scope of Work.

Meeting Details:

 **Date:** January 21, 2026

 **Time:** 2:00 p.m. (Mountain Standard Time)

 **Location:** Virtual via Microsoft Teams

Join Online:

 [Join the meeting now](#)

 **Meeting ID:** 269 074 444 298 0

 **Passcode:** mT72ap29

Join by phone:

 [+1 945-468-6551,35438082#](tel:+1945468655135438082)

 **Phone Conference ID:** 354 380 82#

 [Find a local number](#)

1.5.1. Important Notes

- Attendance is not required to submit a proposal.
- Statements made during the virtual meeting 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 issued by addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that may affect its/his/her understanding of the requirements, the Proposer shall seek clarification from the Purchasing Agent prior to the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fully perform the requirements of the Contract.

1.8. Controlling Authority: The 2024 version of the City [Procurement Policy](#) 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 this document.

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

Solicitation Opening

Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design (RFP-5784-26-KF)

Date/Time: February 12, 2026, 1:00 p.m. (America/Denver)

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

 <https://meet.goto.com/376216325>

Or join the meeting by phone.

Access Code: 376-216-325

United States: [+1 \(646\) 749-3122](tel:+16467493122)

To join from a video-conferencing room or system:

Meeting ID: 376-216-325

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

Or dial directly: 376216325@67.217.95.2 or 67.217.95.2##376216325

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, except for information specifically designated as confidential, proprietary, or trade secret by the Proposer, and only to the extent permitted by law.

Upon award and execution of a contract, the solicitation file—including all responsive proposals—shall be available for public inspection in accordance with CORA and upon receipt of an [Open Records Request](#). This includes proposals submitted by the non-awarded Proposer(s).

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

- 1.11. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors have an immediate family relationship with a City employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of that/those individual(s). The individual(s) must file a “Public Disclosure Record” and/or a statement of financial interest before conducting business with the City.
- 1.12. Collusion Clause:** By submitting a proposal, each Proposer certifies that it is not involved in any collusive action(s) or activity(ies) that may violate applicable federal or state antitrust laws, rules, and/or regulations. Any proposal(s) found to have evidence or a reasonable belief of collusion among the Proposers will be rejected. At its discretion, the City reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.13. Gratuities and Kickbacks:** The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract, if any. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the 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 not offer, give, solicit, or accept gifts, favors, or anything of value to or from any employee, official, or agent of the City that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, termination of the contract, and potential legal consequences.
- 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 due date and time stated in the solicitation. After the designated deadline, no modifications, amendments, or withdrawals will be accepted. All proposals shall be considered final, complete, and binding upon the Proposer as of the submission deadline.
- Submitted proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the proposal's due date and may only be withdrawn prior to the execution of a contract.
- 1.16. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The City reserves the right to make the award 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 include this solicitation, the Proposer's submitted proposal and supporting documents, and any negotiations that are formally accepted by the City and memorialized in a written agreement. These documents collectively constitute a binding and enforceable Agreement ("Contract") between the City and the Proposer upon acceptance. The Contract represents the entire and integrated agreement between the City and the Proposer ("Parties") and supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Contract must be made through a duly executed Change Order or Contract amendment.
- 1.19. 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 specified in the solicitation. The City is under no obligation to respond to inquiries received after the deadline. Any responses provided after the deadline shall be at the sole discretion of the City and, if issued, may be distributed by written addendum.
- 1.20. Acceptance of Proposal Content:** The Proposal selected by the City, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

Upon execution of the Contract between the Proposer and the City, the Proposer may be referred to as the “Consultant,” “Contractor,” or “Firm” as applicable.

- 1.21. Addendum:** Official response to questions, clarifications, interpretations, corrections, modifications, or extensions to the proposal submission deadline shall be issued exclusively by the Purchasing Agent through a written addendum. The authority to issue the addenda is vested solely in the Purchasing Division.

All addenda will be distributed electronically through the BidNet Direct Rocky Mountain E-Purchasing System at <https://www.bidnetdirect.com/colorado/city-of-grand-junction>. The Proposer(s) are responsible for monitoring this platform for issued addenda.

The Proposer(s) must acknowledge receipt of all addenda on the completed Solicitation Response Form located 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 Materials:** 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 work 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 or that has defaulted—as surety or otherwise—on any obligation to the City, or that is otherwise deemed to be irresponsible or unreliable.

Proposers may be required to submit satisfactory evidence demonstrating its/his/her responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Service/Work.

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

1.26.1. Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and

1.26.2. Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future service or work with the City until reinstated as a qualified Proposer.

1.27. Taxes: The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.

1.28. Sales and Use Taxes: The Consultant and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

1.29. Federal Taxpayer Identification Certificate: Successful Proposer(s) new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.

1.30. Public Opening: The proposal opening shall be conducted publicly in a virtual meeting immediately following the proposal deadline. Proposers, its/his/her representatives, and other interested parties are invited to 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 an RFP, only the names of the entities submitting proposals will be announced. No pricing details will be disclosed at this stage of the process.

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 and shall be acknowledged in the Letter of Interest or Cover Letter. The individual signing the Letter must be legally authorized to bind the Proposer. By submitting a proposal, the Proposer agrees to comply with all requirements of this solicitation, including compensation provisions and all applicable contractual, legal, and ethical obligations set forth herein

Any exceptions, deviations, or proposed alternatives to the City's stated requirements must be clearly and specifically identified in the proposal. Failure to do so may be deemed a waiver of the Proposer's right to request modifications to the terms or conditions of performance, except as explicitly specified within this solicitation.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be executed by duly authorized representatives of both the City and the Consultant. By executing the Contract, the Consultant represents that it has thoroughly reviewed and familiarized itself with the conditions, requirements, and constraints under which the Services will be performed, and that it has correlated its observations, technical understanding, and expertise with the requirements of the Contract Documents.

The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and incidental items necessary for the proper execution and completion of the Scope of Services as defined herein.

- 2.3. Permits, Fees, and Regulatory Compliance:** The Consultant shall be responsible for identifying, obtaining, and paying for all permits, approvals, licenses, and governmental fees required for the proper performance and completion of the Services, unless expressly stated otherwise in the Contract. The Consultant shall provide all required notices and shall comply with all applicable federal, state, and local laws, statutes, ordinances, codes, rules, regulations, and lawful orders of any public authority having jurisdiction, including those of the City.

The Consultant shall promptly notify the City in writing upon discovery of any inconsistency or conflict between the Contract Documents and applicable legal or regulatory requirements. The City shall determine the appropriate course of action to resolve such inconsistencies in the best interest of the City.

If the Consultant proceeds with the Services knowing that such Services do not comply with applicable laws or regulatory requirements and fails to provide timely written notice to the City, the Consultant shall assume full responsibility for the non-compliant work and shall bear all costs associated with corrective actions, delays, penalties, or other resulting consequences.

- 2.4. Responsibility for Those Performing the Services:** The Consultant is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individual(s) performing any of the Services under the Contract, as if such acts or omissions were those of the Consultant.

- 2.5. Payment & Completion:** As provided in the Contract, the Contract Sum shall be established as a not-to-exceed amount and represents the maximum total compensation payable by the City to the Consultant for performance of the Services. The Consultant shall be compensated only for approved Services performed in accordance with the Contract Documents and shall not exceed the not-to-exceed amount without an approved and executed Change Order in place prior to performing the additional Services.

Upon completion of the required deliverables, the Consultant shall submit a written notice confirming readiness for review, along with a detailed invoice for the final payment. The City's Project Manager shall review the deliverables, and upon determination that the Services have been completed in compliance with the Contract, payment shall be processed in accordance with the Contract Documents.

Partial payments may be made based on the Consultant's progress and completion of Services, as supported by detailed invoices accurately reflecting the Services performed and associated costs.

All Services shall be performed in accordance with generally accepted professional standards of care and in compliance with all applicable federal, state, and local laws, ordinances, and regulations.

- 2.6. Protection of Persons and Property:** The Consultant shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, and lawful orders governing the safety and protection of persons and property in the performance of the Services. The Consultant shall take reasonable precautions to protect the public, the City, its employees, and property from damage, loss, or injury arising from the Consultant's performance of the Services.

To the extent the Consultant's activities cause damage to public or private property, whether direct or indirect, the Consultant shall, at its sole expense, promptly repair or restore the damaged property to a condition equal to or better than its condition immediately prior to the damage, in a manner acceptable to the City. If the Consultant fails to remedy such damage in a timely manner, the City may take corrective action and recover all associated costs from the Consultant.

- 2.7. Changes in the Services:** The City may request changes to the Services within the general scope of the Contract, including additions, deletions, or other modifications. Such changes shall not invalidate the Contract but may require an equitable adjustment to the Contract Sum and/or Contract Time.

No change to the Service shall be deemed authorized, approved, or binding until memorialized in a written Change Order executed by duly authorized representatives of both Parties. The Consultant shall not proceed with any change to the Services unless and until a fully executed Change Order is in place.

Any adjustments to the Contract Sum or Contract Time shall be made only in accordance with the terms and conditions of the Contract Documents, and no claim for additional compensation or extension of time shall be valid absent an approved, executed Change Order.

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

2.9. Correction of Services and Work Product: The Consultant shall perform the Services and prepare all Work Product in accordance with generally accepted professional standards of care and the requirements of the Contract. If any Services or Work Product are found to be deficient, nonconforming, or not in compliance with the Contract, the Consultant shall, at its sole cost and expense, promptly correct such deficiencies to the satisfaction of the City.

The Consultant shall bear all costs associated with correcting deficient Services or Work Product, including any additional effort required as a direct result of such deficiencies. If the Consultant fails to correct the nonconforming Services or Work Product in a timely manner, the City may take corrective action and recover all associated costs from the Consultant.

2.10. Acceptance Not Waiver: The City's review, approval, acceptance, or payment for any Services or Work Product shall not relieve the Consultant of its obligation to perform the Services in accordance with the standards of care, quality, and timeliness required under the Contract. No acceptance, approval, or payment shall be construed as a waiver of any rights or remedies available to the City under the Contract, nor shall it waive any claims arising from the Consultant's performance.

2.11. Change Order or Contract Amendment: No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, requirements, or specifications of the Contract. Any amendment, modification, or change order to the Contract shall be valid only if made in writing and executed by the City's Contract Administrator and the Consultant. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.

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

2.13. Compliance with Laws: The Consultant shall comply with all applicable federal, state, county, and municipal laws, statutes, ordinances, codes, rules, regulations, and ethical standards governing the performance of the Services under the Contract.

The Consultant represents and warrants that it is duly qualified to perform the Services and possesses all required authority, professional licenses, certifications, experience, and expertise necessary to perform the Services. All such licenses and qualifications shall remain valid and in good standing throughout the term of the Contract.

2.14. 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.

2.15. Confidentiality: The Consultant shall maintain the confidentiality of any non-public information disclosed by the City or obtained in the performance of the Services,

except as required by law. The Consultant shall use reasonable care to protect such information from unauthorized use or disclosure and shall ensure that its employees, agents, and subcontractors comply with this requirement.

- 2.16. Conflict of Interest:** No public official or employee of the City shall have any financial or personal interest, direct or indirect, in the Contract resulting from this solicitation. Any potential conflicts must be disclosed and addressed in accordance with applicable laws and the City's policies.
- 2.17. Cancellation of Solicitation:** The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 2.18. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final acceptance of Services; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.19. Employment Discrimination:** During the performance of any Services, the Consultant agrees to:
- 2.19.1.** 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.
 - 2.19.2.** All solicitations or advertisements for employees placed by or on behalf of the Consultant shall state that the Consultant is an Equal Opportunity Employer.
 - 2.19.3.** Notices, advertisements, and solicitations placed following federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.
- 2.20. 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.
- 2.21. Failure to Perform:** If the Consultant fails to fulfill its obligations under the Contract, including but not limited to timely delivery of Services, conformance with applicable standards of care, or compliance with reporting and coordination requirements, the City may, after providing oral or written notice (with any oral notice documented in the contract file), procure substitute services, work, or materials from alternate sources. The Consultant shall be liable for any additional costs or damage incurred by the City because of such failure.

In the event of nonperformance, the City may pursue progressive corrective actions, as appropriate. However, if the failure materially affects project outcomes, threatens public safety, or disrupts the continuity or integrity of the Services, the City reserves the right to take immediate action, including suspension or termination of the Contract.

2.22. Failure to Enforce: The City's failure to enforce any provision of this Contract at any time shall not constitute a waiver of that provision, or of any other rights or remedies available to the City under this Contract or applicable law. Such non-enforcement shall not affect the validity or enforceability of the Contract, any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.

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

2.24. Indemnification: To the extent permitted by law, the Consultant shall defend, indemnify, and hold harmless the City, its officers, employees, insurers, and self-insurance pool from and against any and all claims, demands, actions, damages, losses, liabilities, and expenses, including attorney's fees, arising out of or resulting from bodily injury, property damage, or other loss caused by the negligent acts, errors, omissions, or fault of the Consultant, its agents, employees, subcontractors, or suppliers in the performance of the Contract.

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

2.25. 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.

2.26. Services, Work Product and City Ownership: All documents, drawings, plans, specifications, reports, calculations, models, data, designs, and other work products or deliverables prepared, developed, or produced by the Consultant in the performance of the Services under the Contract ("Work Product") shall be deemed

works made for hire and shall become the sole and exclusive property of the City upon creation. To the extent any Work Product does not qualify as a work made for hire, the Consultant hereby irrevocably assigns to the City all right, title, and interest, including all copyrights and other intellectual property rights, in and to such Work Product.

The Consultant shall retain no ownership, copyright, or proprietary interest in the Work Product, except for the limited right to retain copies for record-keeping purposes.

All information, data, and materials furnished by the City to the Consultant shall remain the exclusive property of the City and shall not be used, disclosed, or distributed by the Consultant for any purpose outside the scope of the Contract without the City's prior written consent.

- 2.27. 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.
- 2.28. 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, 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.
- 2.29. 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.
- 2.30. 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.
- 2.31. 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.

2.32. 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.

2.33. 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.

2.34. 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.

2.35. 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.

2.35.1. "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.

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

2.35.3. 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 shall be structured as 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.

2.35.4. “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.

2.35.5. 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.

2.35.6. “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.

2.35.7. “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.

- 2.35.8.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.35.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.35.10.** “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** policies shall name the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, or carried by or provided by any insurance pool of the City, shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductible losses under any policy required above.

3.2. **ACCORD Certificate of Insurance**

Prior to commencing any Services, the Consultant shall provide ACCORD Certificates evidencing all required coverages and endorsements. Certificates shall:

- Reference the Solicitation title and number.
- Clearly identify all policy limits, effective dates, carrier information, and
- Include copies of all required endorsements.

The Consultant shall maintain current Certificates throughout the term of the Contract and shall provide updated certificates to the City upon renewal, replacement, or modification of any 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. **Background Information**

The City owns and operates critical water distribution infrastructure that supports municipal and agricultural water uses in the region. As part of the City's raw water system, the Juniata Ditch conveys water from the Kannah Creek drainage and related storage reservoirs to the Juniata Reservoir and downstream users. The ditch serves

both the City and multiple agricultural water users in the surrounding area and is an integral component of the local water supply and irrigation network.

A state-funded feasibility study and recent planning efforts indicate that Juniata Ditch experiences significant seepage losses, estimated at approximately thirty percent (30%) of conveyed flow, resulting in reduced system efficiency and increased demand for available water supplies. To address these losses and improve conveyance reliability, the City has prioritized engineering improvements to the ditch, including piping and lining of select reaches. These improvements are intended to support long-term water sustainability in the face of projected future demand and climatic variability.

The Project is anticipated to be funded through multiple sources, including the Juniata Ditch Company, Bureau of Reclamation grant funding, the Colorado River District, and a Water Plan grant. A resolution supporting the City's application for Bureau of Reclamation funding has been adopted, and additional support has been provided through regional and state water grant programs to advance engineering and design activities.

The City also applied for and was awarded State technical assistance. Through this assistance, the State's technical assistance consultant, Applegate Group, Inc., prepared a feasibility study that informed the Bureau of Reclamation grant application associated with this Project. Applegate Group, Inc. did not participate in the development of this solicitation or the establishment of the Scope of Services and will not participate in the evaluation or selection of proposals. Applegate Group, Inc., is eligible to submit a proposal in response to this solicitation.

The purpose of this solicitation is to engage a qualified professional engineering Consultant to advance the design of the Juniata Ditch Enlargement and Seepage Reduction Project to completion, including alternatives evaluation, hydraulic analysis, and preparation of construction documents to support future construction and funding phases.

4.2. Scope of Services

The City is soliciting proposals from qualified professional engineering firms to provide design engineering services for reducing seepage in the Juniata Ditch (Project). The selected Consultant shall perform engineering analysis, evaluate alternatives, and prepare construction documents in accordance with applicable standards and City requirements.

4.2.1. Task 1 – Meetings and Project Coordination

The Consultant shall conduct an initial project kickoff meeting with the City to confirm project objectives, design criteria, scope, and schedule. The Consultant shall participate in additional meetings as reasonably required as the design progresses. Ongoing coordination with the City via email and telephone to discuss design development, schedule, and technical issues is included under this task.

4.2.2. Task 2 – Data Gathering and Site Evaluation

The Consultant shall obtain, review, and evaluate data necessary to support the Project design, including:

- Review of existing information relevant to the ditch system and the Project area, including available survey data.
- Site visits to assess existing infrastructure, proposed pipe alignments, and structure locations.
- Identification and evaluation of potential constructability issues and feasible solutions.
- Identification and acquisition of supplemental data from publicly available and online sources, including but not limited to State diversion records, LiDAR data, and other relevant datasets.
- Coordination with the City to obtain City-held data, including system loss analyses and other available operational or technical information.

The Consultant shall compile and synthesize the collected data for use in subsequent analyses and design. The Consultant shall prepare technical documentation, reports, and surveys, as required to support design development and assist the City and applicable agencies with compliance with National Environmental Policy Act (NEPA) requirements necessary for the construction of the Project.

4.2.3. Task 3 – Engineering Design and Construction Documents

The Consultant shall perform engineering design services to advance the Project to the final design level. The Consultant shall evaluate alternatives and identify for the City the most cost-effective design that meets stakeholder goals for reducing seepage losses and improving system efficiency.

Design considerations shall include, at a minimum:

- Ditch alignment alternatives.
- Pipe materials, pipe sizes, and configurations.
- Varying lengths of pipeline installation versus open channel or shotcrete lining.

The Consultant shall coordinate, as appropriate, with material suppliers and construction contractors to obtain current cost information necessary to evaluate alternatives and develop an Engineer's Opinion of Probable Construction Cost for the City's review.

The final design is anticipated to include approximately 12,200 linear feet of ditch improvements consisting of pipeline installation and/or shotcrete lining. The design shall identify which sections will be piped or lined and specify pipe materials and sizes. All required structures needed to connect system components shall be designed. Pipeline appurtenances, including air vents, shall have locations and sizes clearly identified.

The Consultant shall prepare a final plan set of engineered drawings, including pipeline and/or shotcrete liner alignments, elbows, fittings, profiles, pipe sizes, and detailed structure drawings. A revegetation plan, including a schedule and seed mix, shall be provided. Technical construction specifications for all Project components shall also be prepared.

The Consultant shall prepare an Engineer's Opinion of Probable Construction Cost to assist the City in evaluating funding options for the construction phase, including potential grants and loans.

The Consultant shall also prepare a Basis of Design document that outlines project goals, summarizes relevant data, identifies design criteria for key project elements (including pipe materials, pressure ratings, velocities, appurtenances, installation methods, and structural components), and documents the rationale for major design decisions reflected in the construction plans.

This task shall include the preparation of a Project Implementation Plan, which will outline a proposed schedule and key milestones from the completion of design through to construction.

4.2.4. Task 4 – Permitting and Regulatory Research

The Consultant shall conduct research and coordination to identify permits, approvals, and regulatory requirements applicable to the construction of the Project. This task shall include investigation of construction grant eligibility requirements and identification of environmental, cultural, or other regulatory considerations that may require consultation or compliance during the construction phase, including the anticipated level of review or documentation required.

4.3. Project Schedule

The City anticipates that the Scope of Work can be completed within twelve (12) months of execution of the Contract. The Consultant shall promptly notify the City of any issues or conditions that may affect the project schedule.

4.4. Special Conditions and Provisions:

4.4.1. Questions Regarding the Solicitation Process or the Scope of Services

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

Kathleen Franklin, Purchasing Agent
City of Grand Junction
kathleenf@gjcity.org

4.4.2. Grant Compliance and Regulatory Requirements

The Project is anticipated to be funded, in whole or in part, through grant funding and may be subject to applicable federal, state, or other regulatory requirements. The Consultant shall provide reasonable support to the City, as requested, to assist with grant compliance and regulatory coordination related to the Services.

Such support may include, but is not limited to, providing technical information, documentation, or design-related materials necessary to support grant reporting, reimbursement, audit, or regulatory review requirements, if applicable. Specific grant conditions, reporting requirements, or regulatory obligations will be identified and communicated by the City as they become known.

All Services shall be performed in a manner consistent with applicable funding requirements. The City reserves the right to request additional documentation or information as necessary to support compliance with grant or regulatory obligations.

4.4.3. Budget

The City will not disclose a project budget or maximum funding amount as part of this solicitation. Any resulting Contract is anticipated to be negotiated as a **not-to-exceed amount** based on the selected Consultant's proposal and the Scope of Services.

Proposers are expected to submit cost-effective and competitive proposals that demonstrate a clear understanding of the Project requirements. The City reserves the right to reject any proposal that is determined, in the City's sole discretion, to be financially unreasonable or inconsistent with available funding.

4.4.4. Key Staff Reassignment

Key Personnel identified in the Proposal are deemed essential to the satisfactory performance of the Contract and shall be contractually committed to the project. The Consultant shall not reassign, substitute, or otherwise remove any Key Personnel without the prior written authorization of the City.

If reassignment or substitution becomes necessary, the Consultant shall notify the City in writing no later than five (5) business days prior to the proposed change, or as soon as practicable in the event of an unforeseen circumstance. The written request shall include.

- A detailed explanation for the change; and
- The qualifications and experience of the proposed replacement personnel.

Any proposed replacement must possess qualifications and experience equal to or greater than those of the individual being replaced. No reassignment shall be effective until the City has provided written authorization.

Key Personnel identified in the proposal shall be contractually committed to the project. Substitutions or replacements shall not occur without the City's prior written approval.

4.4.5. City Personnel Time & Deliverable Review Standards

The City expects all deliverables to be complete, accurate, and professionally prepared. Reliance on City staff for extensive editing, formatting corrections, or repeated reviews of incomplete or substandard deliverables may be deemed noncompliant performance under the Contract.

If the City determines that an unreasonable amount of City staff time is being spent reviewing or correcting the Consultant's submittals, the City reserves the right to:

- Require corrections at no additional cost,
- Withhold payment until acceptable deliverables are received, or
- Seek reimbursement or compensation for the excessive City staff time expended.

4.4.6. Price Proposal Requirements: Proposers shall submit a detailed Price Proposal for professional design engineering services to be provided under the Contract. Pricing shall be proposed as an all-inclusive, **not-to-exceed amount** and shall reflect all costs necessary to fully fulfil the Scope of Services.

4.4.6.1. Fee Structure

Proposers shall provide a detailed breakdown that includes, at a minimum:

- A **Rate Schedule** identifying all proposed labor classifications (e.g., Project Manager, Senior Engineer, Engineer, CAD Technician, Environmental Specialist, Administrative Support) and corresponding fully burdened hourly rates; and
- A **task-based fee summary** aligned with the Scope of Services, identifying the estimated level of effort, hours, and total cost for each task.

4.4.6.2. Cost Inclusions

The proposed not-to-exceed amount shall be comprehensive and inclusive of all costs required for successful completion of the Project, including but not limited to:

- Professional labor, supervision, and administration
- Meetings, coordination, and project management
- Data collection, analysis, modeling, and documentation
- Preparation of plans, reports, specifications, and cost estimates
- Travel, site visits, mileage, and related expenses
- Software, tools, and technology necessary to perform the Services
- Any other costs required to fully perform the Services in accordance with the Scope of Work

The City shall not be responsible for any additional costs beyond the agreed not-to-exceed amount unless expressly authorized through a written and executed Change Order.

4.4.6.3. Pricing Conditions

- All fees and pricing submitted in response to this solicitation shall be considered **subject to negotiation** at the City's sole discretion.
- Proposed rates shall remain firm for the duration of the Contract unless otherwise authorized by the City in writing.

- Proposers shall submit pricing using the designated format provided in **Section 7.0 – Solicitation Response Form.**

The City shall not be responsible for any additional costs beyond the agreed pricing, including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages, unless otherwise specified in the Contract Documents.

- 4.4.7. Not-to-Exceed Compensation Limit:** Compensation under this Contract shall not exceed the total amount expressly authorized in the Contract Documents. The Consultant shall monitor its progress and expenditure to ensure compliance with the not-to-exceed (NTE) amount. The City shall not be responsible for any work performed or costs above the NTE amount unless such an increase is authorized in advance and in writing by the City through a duly executed Contract Amendment or Change Order.

The Consultant acknowledges and agrees that any work performed over the authorized amount, even if performed in good faith or believed that such work was necessary, shall be at the Consultant's sole risk and expense. Verbal assurances or informal communications shall not be construed as authorization to exceed the NTE amount.

The Consultant further acknowledges that the NTE amount is based on successfully delivering the Scope of Services and required deliverables, not estimated labor hours. The Consultant is responsible for completing the work as agreed, regardless of whether actual labor hours exceed the Proposer's original estimates. Underestimating the level of effort required shall not constitute grounds for additional compensation or relief from performance obligations.

- 4.4.8. 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."

- 4.4.8.1.** 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.

- 4.4.8.2.** 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.

- 4.4.9. Project Manager:** The City's Project Manager (or designated Point of Contact) shall oversee, approve, and accept all Services performed or Work Product within the Scope of Services.

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.

William Comerer
Project Engineer
City of Grand Junction
Engineering and Transportation
244 N 7th St
Grand Junction, CO 81501

- 4.4.10. Contract Administrator:** The City's Contract Administrator shall be responsible for all matters related to the administration of **the Contract**, including issuance of amendments, modifications, and other administrative actions, as well as interpretation of contractual terms and conditions. All administrative inquiries shall be directed at:

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 contractual and administrative matters. This role does not include technical oversight, direction of the Consultant's work, or acceptance of deliverables, which shall remain the responsibility of the City's designated Project Manager.

Attachments

The following attachments are accessible as the links below. These documents are provided for information and reference purposes to assist Proposers in understanding the Project location, context and funding background.

[Attachment A – WaterSMART Juniata Enlarged Ditch Piping Project Grant Application](#)

[Attachment B – Juniata Enlarged Ditch Location](#)

[Attachment C – Map Juniata Enlarged Ditch](#)

Tentative Calendar of Events:

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – RMEPS	January 8, 2026
Non-Mandatory Virtual Pre-Proposal Meeting Please refer to Section 1.5.	January 21, 2026
Inquiry deadline No questions are accepted after this date	January 29, 2026
Final Addendum Issued (if applicable)	February 2, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only	February 12, 2026, before 1:00 p.m. MST
Evaluation of proposals Internal review by City-appointed committee	February 12 – 20, 2026
Interviews (if required) Virtual or in-person, by City invitation only	Tentative Interview Time Blocks: March 2 and 3, 2026
Notice of Intent to Award (tentative) Subject to final evaluations and interview outcomes	March 6, 2026
City Council Approval (if required) For contracts meeting the approval threshold	March 18, 2026
Contract execution Contingent upon Council approval and funding availability	March 23, 2026

Note: All dates listed above are tentative and subject to change at the City's sole discretion. Any updates or changes will be communicated via a written addendum posted to BidNet® Direct.

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Section 5.0: Preparation and Submittal of Proposals

5.1. Submission Requirements

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

 <https://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 **forty (40) pages**, excluding the required Solicitation Response Form (Section 7.0).

- The cover page shall clearly identify the solicitation number and title.
 - Pages beyond the forty (40) 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. Price Proposal

Proposers shall include a detailed Price Proposal within the body of its submission, structured in accordance with the requirements set forth in **Section 4.4.6**.

The total **not-to-exceed amount** shall be submitted separately using the **Solicitation Response Form** provided in **Section 7.0**. The not-to-exceed amount shall represent the maximum total compensation payable for performance of the Services under the Contract.

5.6. Capacity, Credentials, Experience, and References

Proposers shall demonstrate its capacity, qualifications, and experience to successfully perform the Services required for the Juniata Enlarged Ditch Seepage Reduction Project. At a minimum, Proposers shall address the following:

- **Relevant Experience:** Experience providing professional engineering services for water conveyance systems, ditch or canal improvements, pipeline or lining projects, seepage reduction, irrigation infrastructure, or similar water resources projects of comparable scope and complexity. Experience with grant-funded projects and coordination related to NEPA or other environmental compliance is desirable.
- **Key Personnel:** Identification of key personnel proposed for the Project, including roles, office locations, professional qualifications, licenses, and availability. Key personnel identified in the proposal shall be considered committed to the Project and may not be replaced without the City's prior written approval.
- **Project Organization:** Description of the proposed project team structure, including roles and responsibilities, lines of communication, and identification of any proposed subconsultants and their respective scopes of work.
- **Relevant Project Experience and References:** Proposers shall provide a minimum of **three (3) references** for projects completed within the past **five (5) years** that are similar in scope and complexity to the Services described in this solicitation. Relevant projects may include water conveyance improvements, ditch or canal projects, pipeline or lining systems, seepage reduction efforts, or comparable water infrastructure projects.

For each referenced project, include:

- Client name, organization, and reference contact information (current phone number and email address).
 - Project name, description, and location.
 - Scope of services performed by the Proposer.
 - Key personnel involved in the project.
 - Design cost, construction cost (if applicable), and total project budget.
 - Project duration, completion date, and schedule performance; and
 - Notable challenges encountered and lessons learned
- **Project Team Experience:** Description of how key personnel have worked together on past projects, including individual roles and contributions to the project outcome.
 - **Problem-Solving and Risk Mitigation:** Examples of challenges encountered on similar projects, solutions implemented, and strategies used to manage risk, control budgets, and achieve timely completion.
 - **Change Management and Cost Control (if applicable):** Description of projects in which change orders exceeded five percent (5%) of the contract value or schedule delays exceeded one (1) month, including an explanation of the causes and how such issues were managed and resolved.
 - **Work Samples (Optional):** Up to two (2) representative project examples demonstrating relevant experience with similar water infrastructure or seepage reduction projects.

The City will use the information provided in this section to evaluate the Proposer's experience, reliability, problem-solving ability, and overall performance in delivering services comparable to those required under this solicitation.

5.7. Strategy and Implementation Plan

Proposers shall describe its approach to delivering the Services outlined in **Section 4.0 – Scope of Services**. The response shall demonstrate a clear understanding of the Project and the Proposer's ability to successfully complete the work. At a minimum, Proposers shall address the following:

- Understanding of the City's objectives for ditch enlargement, seepage reduction, and system efficiency.
- Approach to data gathering, hydraulic analysis, alternatives evaluation, and advancement to a completed design level.
- Approach to supporting applicable environmental review, permitting research, and grant-related coordination, including NEPA support, as applicable.
- Communication and coordination methods with City staff and stakeholders.

- Proposed project schedule and key milestones aligned with the anticipated design timeline.
- Risk management and quality control procedures to ensure accurate, complete, and timely deliverables; and
- Any value-added or innovative approaches that may enhance project outcomes, efficiency, or constructability.

The Strategy and Implementation Plan should clearly demonstrate the Proposer's readiness, technical approach, and ability to meet the requirements and objectives of this solicitation.

5.8. Legal Proceedings and 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.

5.9. Additional Data (Optional)

Proposers may submit additional information that demonstrates qualifications or capabilities relevant to the Juniata Enlarged Ditch Seepage Reduction Project. Such information may include, but is not limited to:

- Specialized experience with water conveyance systems, ditch or canal improvements, seepage reduction, or similar water resources projects.
- Use of innovative engineering approaches, modeling techniques, or technologies that may enhance project outcomes or cost efficiency.
- Experience incorporating sustainable design practices or constructability considerations into water infrastructure projects; and
- Other distinguishing factors that demonstrate added value or benefit to the City.

Submission of this information is optional. Proposers are encouraged to include only information that is directly relevant and adds value to its proposal.

Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review and evaluate all proposals based on each Proposer's demonstrated qualifications, experience, and ability to successfully perform the Services described in this solicitation. The evaluation committee will consider the Proposer's technical approach, relevant experience, capacity, and overall responsiveness to the requirements of the RFP to determine confidence in the Proposer's ability to perform under the Contract.

6.2. Evaluation Summary

Proposals will be evaluated and ranked in accordance with the evaluation criteria, categories, and relative weightings set forth in this Section. The City reserves the right to:

- Accept or reject any portion of a proposal
 - Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies; and
 - 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 – 90%)

Evaluation Category	Description	Weight
Responsiveness to Solicitation	The Proposal is complete, well-organized, and responsive to all requirements of this solicitation,	5%

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 City Objectives	Demonstrated understanding of the Juniata Ditch system, project limits, enlargement and seepage reduction objectives, applicable funding considerations, and the City's intent to advance the Project to a completed design level, including alternatives evaluation and regulatory considerations.	20%
Capacity, Credentials, Experience, and References	Demonstrated experience delivering comparable water conveyance, ditch or canal improvement, pipeline or lining, and seepage reduction projects. Qualifications and availability of key personnel, effectiveness of the proposed project team structure, experience with grant-funded projects and NEPA coordination, and quality and relevance of references.	25%
Strategy and Implementation Plan	Clarity, feasibility, and effectiveness of the proposed approach for delivering the Services, including data gathering, hydraulic analysis, alternatives evaluation, advancement of design to completion, coordination with the City and stakeholders, risk management, quality control, and schedule adherence.	25%
Project Management, Coordination, and Quality Assurance	Demonstrated ability to manage professional design services projects; maintain effective communication and coordination with the City; meet project milestones; and ensure accuracy, consistency, and compliance with applicable standards and regulatory requirements throughout the design process.	15%
Total Qualitative Score		90%

6.3.2 Curved Scoring Method

Following individual evaluations, the City will aggregate the weighted qualitative scores from all evaluators to determine each Proposer's total qualitative score.

The highest total qualitative score will normalize to ninety percent (90%), representing the top of the qualitative curve. All other Proposers' scores will be curved proportionally relative to this benchmark using the same ratio.

The resulting curved qualitative score will then be combined with the fee score (if applicable) to determine each Proposer's final composite score.

6.3.3 Fee or Pricing Proposal (10%) – Formula-Based Scoring

The Fee or Pricing Proposal will constitute **10%** of the total evaluation score. Pricing will be evaluated using a formula-based approach. The Proposer submitting the **lowest not-to-exceed cost** will receive the maximum available points for this criterion. All others will be scored proportionally using the following formula:

$$(\text{Lowest Fee} \div \text{Proposer's Fee}) \times \text{Maximum Fee Points} = \text{Weighted Fee Score}$$

All price proposals shall be:

- Fully itemized and inclusive of all costs necessary to perform the Services.
- Consistent with the Scope of Services and the proposed Rate Schedule; and
- Reasonable, balanced, and adequately supported by the information provided.

Pricing that is incomplete, mathematically inconsistent, or materially unbalanced may result in a reduced score or disqualification.

Pricing will be evaluated based on the Price Proposal and Rate Schedule submitted in accordance with Section 5.0 – Preparation and Submittal of Proposals and the Solicitation Response Form provided in Section 7.0.

6.4. Shortlisting Proposers

The City will use the process outlined below to develop a shortlist of Proposers for further consideration. The City reserves the right to modify this process if deemed in its best interest.

Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this solicitation. Proposals determined to be incomplete will not be evaluated further. The City's Purchasing Agent may request written clarifications from Proposers to resolve questions or to confirm understanding of the submittal.

Evaluation and Scoring

Proposals will be evaluated and scored by the City's Evaluation Committee in accordance with the criteria and weighting outlined in Section 6.3. Individual scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing the overall ranking and prioritization of Proposers.

6.5. Reference Checks

The City reserves the right to conduct reference checks for the top-ranked Proposer(s) to verify past performance, reliability, and qualifications. Reference checks may include, but are not limited to, inquiries regarding:

- The Proposer's performance on comparable projects.
- Adherence to project schedules, budgets, and contractual obligations; and
- Responsiveness, professionalism, and quality of work delivered.

The City may contact the references provided by the Proposer and/or other sources familiar with the Proposer's performance. The City may also request copies of final reports or deliverables and, if applicable, conduct site visits or request remote demonstrations to further assess the Proposer's capabilities and verify the accuracy of the information submitted in the proposal.

6.6. Interviews or Presentations (if requested)

At the City's discretion, Proposers scoring within the highest range of the overall evaluation may be invited to participate in interviews or presentations, conducted either virtually or in person, to further assess qualifications, technical approach, and ability to successfully perform the Services for the Juniata Enlarged Ditch Seepage Reduction Project.

The City reserves the right to adjust the number of Proposers invited to interview based on the quality of proposals received and the level of competition. Shortlisted Proposers will be notified in writing, and interview dates will correspond with the Tentative Calendar of Events included in this solicitation.

If conducted, interviews or presentations may be used to evaluate and clarify the Proposer's:

- Understanding of the Juniata Ditch system, project objectives, and seepage reduction goals.
- Technical approach to data gathering, hydraulic analysis, alternatives evaluation, and advancement of the design.
- Approach to permitting research, environmental coordination, and grant-related compliance support, as applicable.
- Proposed project management, coordination, and communication methods.
- Proposed schedule, key milestones, and ability to meet anticipated timelines; and
- Qualifications, roles, and availability of key personnel assigned to the Project.

Proposers invited to interview will receive advance notice specifying:

- The interview or presentation format and expectations.
- The duration and structure of the session; and
- The meeting location or virtual platform details.

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 engage in negotiations with lower-ranked Proposer(s) unless negotiations with higher-ranked Proposer(s) are unsuccessful and formally concluded.

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

- Price adjustments or submission of a Best and Final Offer (BAFO)
- Refinements or clarifications to technical, scope, or schedule-related components; and
- Other modifications as reasonably requested by the City to ensure alignment with project objectives, funding constraints, and Contract requirements

All negotiations shall be conducted at the City's sole discretion and in a manner deemed to be in the best interest of the City. The City reserves the right to discontinue negotiations or withdraw its intent to award at any time prior to the execution of the Contract.

6.8. Award

The City reserves the right to:

- Award a Contract, in whole or in part, to the Proposer determined to be in the best interest of the City.
- Reject any or all proposals and waive informalities or irregularities in the Proposals received; and
- Consider a Proposer's past performance and record of reliability 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 timeframe specified in the City's award notification. Failure to do so may result in award withdrawal and consideration of the next highest-ranked Proposer or re-solicitation.
 - The award is contingent upon funding availability and final City approval.
 - Upon final approval, the successful Proposer(s) will be required to enter into a written contract with the City in the form provided.
-

6.10. Notice of Intent to Award & Protest Procedures

- The City may issue a Notice of Intent to Award before the final Contract execution to identify the Proposer(s) selected for award.
- Any formal protest of the intended award must be submitted in writing within the timeframe specified in the City's [Procurement Policy](#), following all applicable procedures and requirements therein. Protests must identify the specific provision(s) of the City's Procurement Policy that are alleged to have been violated and include all supporting documentation.

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Section 7.0. Solicitation Response Form

RFP-5784-26-KF “Professional Engineering Services for the Juniata Enlarged Ditch Seepage Reduction Design”

The proposer must submit the completed, dated, and signed form.

1) **Total Cost for Services as Described, Not-to-Exceed:** \$ _____

Total Not-to-Exceed Cost Written:

_____ **dollars**

The City reserves the right to accept any portion of the services to be performed at its discretion.

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal, along with the attached schedule of fees and services.

This Proposal is firm and irrevocable for ninety (90) days after the time and date set for receipt of proposals.

The undersigned Proposer hereby acknowledges and agrees to the terms and conditions outlined in this solicitation. By submitting this Proposal, the Proposer certifies that it is fully prepared, willing, and able to perform the Services and deliver the Work Product as described herein, should the City accept and award the Contract.

The undersigned Proposer acknowledges the City’s sole discretion to reject any Proposal, waive informalities or irregularities, and take any action deemed 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 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 in a manner that restricts competition.

- The individual signing the Proposal is a duly authorized agent of the Proposer and has the legal authority to bind the Proposer to all representations, supporting documentation, and fees/prices provided in the Proposal.
- 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**. The undersigned certifies that no Federal, State, County, or Municipal tax will be added to the above-quoted prices
- The City of Grand Junction payment terms shall be Net 30 days.
- 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 individual 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: _____

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Subcontractor Disclosure

The undersigned Proposer intends to subcontract the following portion/s of Services and/or Work Product, as applicable. Identify each proposed subcontractor and describe the specific Services or Work Product to be performed or prepared by each.

Name, address, city, and state of Subcontractor	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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