



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

The Contract is made and entered into this 15th day of April, 2026, by and between the **City of Grand Junction**, a Colorado Home Rule municipality in the County of Mesa, State of Colorado (“City”) and **Traffic Control Specialists, LLC** (the “Contractor”).

WITNESSETH:

WHEREAS, Downtown Grand Junction has identified the need for temporary traffic control services to support scheduled events and related public activities within the downtown area;

WHEREAS, the Contractor has submitted a price proposal for the provision of such Services, referred to herein as, **Traffic Control Services for Downtown Events, 5909-26-KF**;

WHEREAS, the City, on behalf of Downtown Grand Junction, has determined that the Contractor is qualified and available to perform the required Services and desires to engage the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the Parties agree as follows:

ARTICLE 1

Contract Documents: It is agreed by the Parties that the following instruments and documents, whether attached hereto or incorporated herein by reference, collectively constitute the “Contract Documents” or the “Contract.” Taken together, these documents form the entire agreement between the Parties and are as fully binding as if set forth herein in full.

In the event of a conflict between Contract Documents, the order of precedence shall be as follows:

- a. The body of this Contract Agreement
- b. The City’s General Contract Terms and Conditions 5909-26-KF
- c. The Contractor’s Price Proposal
- d. Service Change Requests (directing changed service(s) to be performed)
- e. Change Orders
- f. Amendments

ARTICLE 2

Definitions: Terms used in the Contract shall have the meanings set forth in the City's General Contract Terms and Conditions unless otherwise defined herein.

ARTICLE 3

Contract Service(s): The Contractor shall provide all labor, supervision, equipment, traffic control devices, materials, and related services necessary to perform temporary traffic control services in support of Downtown Grand Junction-sponsored events and activities (the "Services").

The Services shall include, but are not limited to, the following:

- Event-based traffic control for public events, parades, festivals, and community activities;
- Deployment of certified traffic control personnel, including Traffic Control Supervisors and flaggers;
- Furnishing, installation, maintenance, and removal of all MUTCD-compliant traffic control devices, including signage, barricades, cones, and related equipment;
- Implementation of traffic control operations in accordance with approved traffic control plans provided by the City or its partners; and
- Coordination with City staff, event organizers, and public safety personnel.

All Services shall be performed in full compliance with the Manual on Uniform Traffic Control Devices (MUTCD), applicable Colorado Department of Transportation (CDOT) standards, ADA accessibility requirements, and all applicable federal, state, and local laws and regulations.

All Services shall be performed in accordance with the terms and conditions set forth in the Contract Documents.

ARTICLE 4

Contract Time: The Contractor shall commence performance upon full execution of the Contract and shall perform the Services on an event-by-event basis, as requested and authorized by the City.

The timing, scheduling, and duration of Services shall be based on the requirements of each event and shall be coordinated with and directed by the Downtown Grand Junction Event Coordinator or the designated City Representative.

The Contractor shall mobilize, perform, and complete Services in accordance with the schedule established for each event and any related coordination requirements necessary to support safe and effective traffic control operations.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall be compensated on a **not-to-exceed basis of Forty-One Thousand Three Hundred Twelve Dollars (\$41,312.00)** (the "Contract Price"), based on the Contractor's submitted event price proposal included in the Contract Documents.

The Contract Price is all-inclusive and shall include all labor, equipment, materials, mobilization, supervision, and all other costs necessary to perform the Services.

Payment shall be made on a per-event basis in accordance with the pricing set forth in the Contractor's proposal. The Contractor shall submit a separate, itemized invoice for each event. All invoices shall comply with the requirements of the Contract Documents, including, as applicable, reference to the purchase order number, event name, service dates, and a detailed description of Services performed.

No compensation shall exceed the Contract Price unless authorized by a duly executed Amendment. No escalation, surcharge, or additional fee shall be permitted unless expressly authorized by written Amendment.

The Contract Price is and has been appropriated by the Grand Junction City Council for the use and benefit of these Services. The City shall not authorize or require the Contractor to perform any Services that would cause the total compensation under this Contract to exceed the appropriated amount unless and until additional lawful appropriations have been made and confirmed in writing by the City.

ARTICLE 6

Contract Binding: The City and the Contractor each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the City and the Contractor and may only be altered, amended, or repealed by a duly executed written instrument. Neither the City nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents. Specifically, the Contractor shall not assign any monies due or to become due without the prior written consent of the City.

ARTICLE 7

Severability: If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

ARTICLE 8

Contract Term and Renewal: The Contract shall become effective upon execution by both Parties and shall remain in effect through **December 31, 2026**, unless otherwise terminated or amended in accordance with the Contract Documents.

The City may, at its sole discretion and subject to mutual written agreement of the Parties, renew the Contract for up to three (3) additional one-year terms, contingent upon the Contractor's satisfactory performance and the annual appropriation of funds by the Grand Junction City Council.

All terms, conditions, and pricing shall remain in effect during any renewal period unless otherwise modified by a duly executed written Amendment or incorporated into the executed Contract Renewal.

ARTICLE 9

Modification of Scope During Renewal Terms: During any renewal term, the Parties may mutually agree to adjust the scope of Services, including modifications to event schedules, provided such changes are documented by a duly executed written Amendment or incorporated into the executed contract renewal.

IN WITNESS WHEREOF, the City of Grand Junction, Colorado, has caused this Contract to be executed on its behalf, and the Contractor has executed this Contract as of the day and year first written above.


The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: 
33B906B34D2C4E7...
Kathleen Franklin
Senior Buyer

4/15/2026
Date

Traffic Control Specialists, LLC

By: 
8DB8E087CF104DA...
Annette Silver
Controller

4/15/2026
Date



Section 1.0: General Contract Terms and Conditions

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

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

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

- 1.6. **Public Disclosure Record:** If the Contractor knows its employees or subcontractors have an immediate family relationship with a City employee or elected official, the Contractor must provide the Purchasing Division with the name(s) of that/those

individual(s). The individual(s) must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the City.

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

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

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

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

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

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

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

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

- 1.12. **Taxes:** The City is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.13. **Sales and Use Taxes:** The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Pricing under the Contract shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- 1.14. **Federal Taxpayer Identification Certificate:** The Contractor new to conducting business with the City must furnish a completed standard “Federal Taxpayer Identification Certificate (W-9)” before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.15. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Services shall be performed and correlated its/his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the specifications contained herein.

- 1.16. Responsibility for those Performing the Services:** The Contractor shall be fully responsible for the acts, omissions, conduct, and performance of its/his/her employee(s), agents, subcontractors, and any other individual(s) engaged in the performance of the Services or work under the Contract. Such responsibility shall apply regardless of whether such individuals are directly employed by the Contractor or engaged through subcontracting or other arrangements.
- 1.17. Payment & Completion:** Payment shall be made in accordance with the terms of the Contract. For event-based Services, the Contractor shall submit itemized invoices for each event performed. The City may review Services for compliance with the Contract Documents prior to payment.

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

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

- 1.18. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and orders governing the safety and protection of persons and property. The Contractor shall be solely responsible for implementing and maintaining all necessary safety measures associated with traffic control operations, including but not limited to the proper placement, maintenance, adjustment, and removal of temporary traffic control devices; deployment of certified traffic control personnel; and establishment of safe pedestrian, bicyclist, and vehicular movements in and around the work or event area.

The Contractor shall take all reasonable precautions to protect the public, City employees, emergency responders, utility infrastructure, and adjacent private or public property from damage, injury, or loss arising from the performance of the Services or Work. This includes providing appropriate advance warning, installing barricades, posting signage, implementing channelization, installing lighting, and coordinating with affected utilities, property owners, and City departments as required.

Any damage to public or private property, personal injury, or loss caused directly or indirectly by the acts, omissions, negligence, or misconduct of the Contractor, its employees, agents, or subcontractors shall be promptly corrected at the Contractor's sole expense. The Contractor shall restore any damaged property to a condition equal to or better than its pre-existing condition, in a manner acceptable to the City.

If the Contractor fails to promptly remedy such damage or injury, the City reserves the right to take corrective action and recover all costs incurred, including administrative costs, from the Contractor.

- 1.19. Changes in the Services or Work:** The City may request changes to the Services or Work within the general scope of this Contract, including additions, deletions, adjustments, or other modifications necessary to meet operational needs. Such changes shall not invalidate the Contract but may require an equitable adjustment to the Contract Sum, Contract Time, or both, as applicable.

No change shall be deemed authorized, approved, or binding unless it is memorialized in a **written Change Order** executed by duly authorized representatives of both Parties, or through another City-approved written authorization method identified in the Contract Documents. The Contractor shall not proceed with any change to the Services or Work until such written authorization is in place.

Adjustments to the Contract Sum or Contract Time shall be made only in accordance with the terms and conditions of the Contract Documents. No claim for additional compensation or extension of time shall be valid unless supported by a fully executed Change Order or other authorized written modification.

- 1.20. Minor Changes in the Services or Work:** The City may authorize minor adjustments to the Services or Work that do not alter the Contract Sum, extend the Contract Time, or materially change the intent of the Contract Documents. Such adjustments may include modifications to traffic control layouts, device placement, staffing levels, or field coordination to address site conditions or public safety needs.

Minor changes may be communicated in writing by the designated City Representative and shall be binding upon the Contractor.

- 1.21. Correction of Services or Work:** The Contractor shall perform all Services and Work in accordance with the Contract Documents and in compliance with MUTCD, CDOT, ADA, and applicable laws and standards, exercising the level of skill, care, and diligence ordinarily expected of qualified traffic control professionals.

If any Services, Work, traffic control devices, staffing, or Traffic Control Plans are found to be defective, deficient, unsafe, improperly implemented, or otherwise non-compliant, the Contractor shall immediately take corrective action at its sole expense and at no additional cost to the City.

The Contractor shall bear all costs associated with correcting non-conforming Services or Work, including additional labor, equipment, device replacement, traffic plan revisions, and any coordination required because of the deficiency. If the Contractor fails to promptly remedy the non-conformance, the City reserves the right to take corrective action and recover all related costs, including administrative and oversight costs, from the Contractor.

- 1.22. Acceptance Not Waiver:** The City's acceptance or approval of any Services provided herein shall not relieve the Contractor of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The City's approval or

acceptance of, or remittance of payment for any Services shall not be construed as a future waiver of any rights under this Contract, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.

- 1.23. Change Order or Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the exclusive means of altering the Contract and must comply with the City's established procedures.
- 1.24. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract, in whole or in part, without the prior written approval of the City.
- 1.25. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements, as well as ethical standards governing the Services performed under the Contract.

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

- 1.26. Debarment/Suspension:** The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from providing Services.
- 1.27. Confidentiality:** To the extent applicable to the performance of the Services, the Contractor shall maintain in strict confidence all non-public information, data, or materials disclosed by the City or obtained in connection with this Contract, including but not limited to utility infrastructure information, traffic control plans, event operations, security coordination, and other project-related documentation.

The Contractor shall take reasonable measures to safeguard such information and to ensure that its employees, subcontractors, and agents comply with this obligation.

This obligation shall not apply to information required to be disclosed by law or court order, provided the City is given prompt notice of such requirement when legally permissible.

- 1.28. Conflict of Interest:** No officer, official, or employee of the City shall have any financial or personal interest, direct or indirect, in this Contract or its resulting services. The Contractor shall disclose any actual or potential conflicts of interest that may arise in connection with this Contract. All such matters shall be addressed in accordance with applicable federal, state, and local laws, as well as the City's conflict of interest policies and procedures.
- 1.29. 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

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Services; or (4) termination for convenience by either Party upon written Notice of Cancellation stating the reasons for such cancellation and the effective date of termination, provided that such notice is given at least thirty (30) days in advance, unless a shorter notice period is required due to event cancellation, public safety concerns, or operational necessity.

1.30. Employment Discrimination: During the performance of any Services, the Contractor agrees to:

1.30.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations. The Contractor agrees to post notices in conspicuous places, visible to employees and job applicants, setting forth the provisions of this nondiscrimination clause.

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

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

1.31. Immigration Compliance: The Contractor certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Contractor shall not employ or subcontract with any individuals who are unauthorized to work in the United States during the performance of the Contract. Any violation of this requirement may result in the termination of the Contract and potential legal consequences.

1.32. Failure to Perform: If the Contractor fails to perform in accordance with the Contract, including but not limited to timely delivery of Services, adherence to applicable standards, 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 from alternate sources. The Contractor shall be liable for any additional costs or damages incurred by the City as a result.

In instances of nonperformance, the City may pursue progressive corrective actions, as appropriate. However, if the failure materially affects event operations, threatens public safety, or disrupts the continuity or integrity of Services, the City may take immediate action, including suspension or termination of the Contract and procurement of substitute services without prior notice.

1.33. Failure to Enforce: The City's failure to enforce any provision of the Contract at any time shall not constitute a waiver of that provision or any other rights under the

Contract. Such non-enforcement shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision of the Contract later under the terms thereof.

- 1.34. Force Majeure:** The Contractor shall not be held liable for failure to perform its contractual obligations due to events beyond its reasonable control, including but not limited to legal strikes, fires, riots, civil disturbances, acts of God, or other unforeseen circumstances. This exemption shall not apply if the Contract specifies otherwise. The Contractor must provide prompt written notice to the City of any such event preventing performance and shall make all reasonable efforts to mitigate delays or disruptions caused by the force majeure event.
- 1.35. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the City, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

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

- 1.36. Independent Contractor:** The Contractor is and shall remain an independent Contractor in all respects under the Contract. Neither the Contractor nor its employees, agents, or subcontractors shall be considered employees, representatives, or agents of the City for any purpose.

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

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

- 1.37. Services, Work Product and City Ownership:** All Traffic Control Plans (TCPs), site-specific diagrams, deployment layouts, reports, logs, documentation, and other materials prepared by the Contractor specifically for the City under this Contract shall become the property of the City upon creation. The City shall have the right to use, reproduce, and retain such materials for City purposes.

The Contractor retains ownership of its pre-existing materials, standard templates, methodologies, training materials, and proprietary processes, provided that such materials are not deliverables specific to the City.

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

- 1.38. Patents and Copyrights:** The Contractor shall defend, 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 Contractor for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. The Contract 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.
- 1.39. Governing Law:** The Contract and/or any agreement(s) resulting from the Contractor's proposal or scope of work shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Contract shall be in the District Court 21st Judicial District, Mesa County, Colorado.
- 1.40. Expenses:** The City shall not reimburse, nor shall the Contractor charge any costs incurred in connection with the negotiation or execution of this Contract.
- 1.41. 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 the Contract or in any related documents shall be construed as a waiver, limitation, or modification of the City's sovereign immunity or governmental immunity.
- 1.42. Public Funds and Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by the City's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

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

- 1.43. Performance of the Contract:** In the event of a breach or default, the City reserves the right to enforce the terms of the Contract through any legal or equitable means

deemed in the City's best interest. The City may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.

- 1.44. Default:** The City reserves the right to terminate the Contract if the Contractor materially breaches any of its obligations, including failure to perform services in a timely, competent, or professional manner; failure to comply with project requirements, administrative procedures, or reporting obligations; or violation of applicable laws, regulations, or contract terms.

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

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

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

- 1.45. Definitions:** Unless otherwise stated, the following definitions shall apply throughout this Contract and all associated Contract Documents. Additional terms may be defined within specific sections or added as necessary to clarify intent and ensure consistency in interpretation.

- 1.45.1.** "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor's authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.
- 1.45.2.** "Change Order" is a formal written directive issued after Contract execution that authorizes a modification to the Services, Contract sum, or Contract time
- 1.45.3.** "City" means and refers to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.
- 1.45.4.** The "Contract Sum" refers to the total amount payable by the City to the Contractor for the full and satisfactory completion of the required Services. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

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

- 1.45.5.** “Contract Time” means the period during which the Contractor is obligated to perform the Services under this Contract, beginning on the effective date specified in the Notice to Proceed or other written authorization issued by the City, and continuing through the date of completion, expiration, or termination as set forth in the Contract Documents. Contract Time may be extended or reduced only by a duly executed written amendment or change order.
- 1.45.6.** A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services. Deliverables must fully comply with all applicable accessibility laws and standards, including:
- The Americans with Disabilities Act (ADA)
 - HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
 - The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
 - The State of Colorado's technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

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

- 1.45.7.** “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and completion of the Services. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the City, as specified in the Contract Documents.
- 1.45.8.** “Project” or “Work” refers to the endeavor described in the Contractor’s proposal and the Contract Documents, encompassing all required products, services, or deliverables, and related obligations to be performed under the Contract.
- 1.45.9.** “Services” include all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 1.45.10.** “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 2.0. Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain, for the duration of the Contract, comprehensive insurance policies with insurers rated A- or better by A.M. 5909-26-KF

Best, authorized to do business in Colorado, and in forms acceptable to the City. Coverage shall be sufficient to satisfy all liabilities, claims, demands, and obligations arising out of the Contractor's performance of Services under the Contract.

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

The Contractor shall require and ensure that any subcontractors maintain insurance meeting these same requirements. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor 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) **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

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

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

5909-26-KF

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

(e) **Umbrella / Excess Liability**

The Contractor shall maintain Umbrella or Excess Liability insurance with minimum limits of:

TWO MILLION DOLLARS (\$2,000,000) per occurrence and aggregate.

Coverage shall apply on a follow-form basis over Commercial General Liability, Automobile Liability, and Employers' Liability coverage required under this Contract. The Umbrella or Excess policy shall be at least as broad as the underlying policies and shall not contain exclusions more restrictive than those contained in the underlying coverage.

2.1 Additional Insured Endorsement

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

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

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

2.2 ACCORD Certificate of Insurance

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

Certificates shall, at a minimum:

- Reference the contract number.

- Clearly identify each policy, including coverage type, limits, policy number, effective date, expiration date, and insurance carrier.
- Include copies of all required endorsements, including Additional Insured endorsements, as applicable.

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

Proof of insurance must be submitted to and approved by the City prior to the commencement of any work, including on-site or remote services.



526 Perkins Court
Grand Junction, CO 81504
Office: 970-257-7400

Estimate

Name / Address
DOWNTOWN DEVELOPMENT 101 SOUTH 3RD ST, SUITE 100 GRAND JUNCTION, CO 81501

Date	Estimate #
10/30/2025	2449

Description	Qty	Rate	Total	P.O. No.	Terms	Job Name:
					Net 30	2026 Events
2026 Events						
Traffic Control Specialists acknowledges these prices could be renewed for 3 additional years.						
Fourth of July Parade: July 4th	1	5,197.00	5,197.00			
Market on Main, July 9, 16, 23, 30, August 6, 13, 20, 27, September 3, 10, 17, 24 (2 Market on Main events occur preceding the Rhythm & Brews. Pricing for these Market on Main are built into Rhythm & Brews.)	10	1,774.00	17,740.00			
Rhythm and Brews, August 20, September 24	2	3,097.00	6,194.00			
Car Show, September 19	1	2,089.00	2,089.00			
Art Festival + Art on the Corner Installation, October 3	1	2,089.00	2,089.00			
Downtown Spooktacular, Either October 24 or 31	1	2,089.00	2,089.00			
Tree Lighting, November 21	1	1,775.00	1,775.00			
Parade of Lights, December 5	1	4,139.00	4,139.00			
All prices are based on traffic control plans provided by the Downtown Development.						
<p>This estimate is good for 30 days.</p> <p>One full day will be billed if cancellation is not received 24 hours in advance of job start date.</p> <p>We look forward to working with you!</p>						
					Total	\$41,312.00