CITY OF Grand Junction COLORADO
PURCHASING DIVISION

Request for Proposal

RFP-6006-26-KF

On-Call Professional Surveying, Mapping, and Related Services

Proposal Deadline

December 1, 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 at a Glance	Date
Solicitation Issued/Posted	November 2, 2026
Non-Mandatory Pre-Proposal Conference	November 12, 2026
Inquiry Deadline	November 16, 2026
Final Addendum Issued (if applicable)	November 17, 2026
Proposal Submission Deadline **Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MST.**	December 1, 2026
Independent Evaluation of Proposals	December 1-7, 2026
Interviews (if required)	December 15-16, 2026
Notice of Intent to Award (Tentative)	December 18, 2026
Contract Execution	January 5, 2027

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Section 1.0. Administrative Information & Conditions for Submittal

1.1. Americans with Disabilities Act (ADA) Compliance Mandate: All documents, forms, attachments, electronic content, and other materials submitted in response to this Solicitation, as well as all deliverables, reports, presentations, websites, applications, electronic documents, and other materials created, developed, or provided under any resulting Contract, shall comply with the requirements of Colorado House Bill 21-1110 (HB21-1110), including §§ 24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.

All documents and electronic content shall conform to the State of Colorado's accessibility standards, including compliance with Level AA of the current version of the Web Content Accessibility Guidelines (WCAG), as adopted by the State.

1.2. Required Review: The Proposer is responsible for thoroughly reviewing all Solicitation Documents and obtaining a complete understanding of the Scope of Services, project requirements, conditions, instructions, and all applicable laws, regulations, policies, and procurement requirements associated with this Solicitation. Submission of a proposal shall constitute acknowledgment that the Proposer has reviewed the Solicitation Documents and is capable of performing the Services as specified.

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 as may be provided during any pre-proposal meeting or site visit conducted by the City, all inquiries, concerns, clarifications, or communications regarding this solicitation—including those related to the process, specifications, or Scope of Services—shall be submitted in writing to the Purchasing Agent.

Communication with any other City employee or representative regarding this solicitation 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 Firms to provide on-call professional surveying, mapping, and related Services in support of municipal projects and operations.

The City intends to award one or more Contracts by service category. Proposers may submit for one or more categories. Services will be authorized on an as-needed basis, with no guaranteed minimum amount of work or compensation.

A detailed description of the required Services, deliverables, and performance expectations is provided in Section 4.0. All Services shall be performed in accordance with the terms, conditions, and requirements set forth in this Solicitation and incorporated into any resulting Contract.

1.5. Non-Mandatory Virtual Pre-Proposal Conference

Prospective Proposers are encouraged to review the Solicitation, including the Scope of Services, prior to attending the non-mandatory virtual pre-proposal conference. The conference provides an opportunity to ask questions and obtain clarification regarding the City's requirements and the Solicitation. It is not intended to replace a Proposer's independent review of the Solicitation Documents.

Meeting Information

Date: November 12, 2026
Time: 10:00 a.m. MST
Platform: Virtual Microsoft Teams

Join Online:
https://teams.microsoft.com/meet/2953036664283390?p=1dY338OQb58Vx6AKvT

Meeting ID: 295 303 666 428 339 0
Passcode: kB7y4Uc6

Join by Phone:
+1 945-468-6551,,606075666# United States, Dallas

Phone Conference ID: 606 075 666#
Local Numbers: Find a local number

Important Information

- Attendance is encouraged but is not required to submit a Proposal.
- Statements, comments, questions, or responses provided during the pre-proposal conference are for informational purposes only and shall not modify the Solicitation.
- Only written Addenda issued by the City shall be considered official and binding.
- Proposers are solely responsible for monitoring the BidNet® solicitation page and obtaining all Addenda issued by the City.

1.6. The City: The City will act by and through its authorized representative(s).

1.7. Compliance: By submitting a proposal, the Proposer acknowledges and agrees to comply with all terms, conditions, requirements, and instructions contained in this solicitation, including any modifications issued through addenda. If a Proposer identifies any ambiguity, omission, or conflict within the solicitation documents that might affect its understanding of the requirements, the Proposer shall request clarification from the Purchasing Agent prior to the inquiry deadline. Failure to request clarification shall not relieve the Proposer of its obligation to comply fully with the requirements of the Contract.

1.8. Controlling Authority: The 2024 version of the City Procurement Policy is controlling.

1.9. Proposal Submission and Solicitation Opening

Proposers shall prepare and submit proposals in accordance with the requirements outlined in **Section 5.0, Preparation and Submittal of Proposals**. All proposals shall adhere to the formatting, content, and submission guidelines specified in that section.

To participate in the public proposal opening, Proposers and interested parties may refer to the virtual meeting information provided below:

Solicitation Opening: RFP-6006-26-KF
On-Call Professional Surveying, Mapping, and Related Services
Date: December 1, 2026
Time: 1:00 p.m. MST (America/Denver)

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

https://meet.goto.com/254083061

Or join the meeting by phone.
Access Code: 254-083-061
United States: +1 (408) 650-3123

To join from a video-conferencing room or system:
Meeting ID: 254-083-061
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Or dial directly: 254083061@67.217.95.2 or 67.217.95.2##254083061

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. Proposers shall comply with the confidential-material submission requirements stated in Section 1.24.

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 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 the award of a Contract. If the Proposer breaches this certification, the City reserves the right to reject the Proposal, terminate any resulting Contract, and 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 establish any business arrangement or financial relationship with any such individuals that may create a conflict of interest, impair impartiality, or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, 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 submission deadline, Proposers may not unilaterally modify, revise, or withdraw their proposals. This restriction does not prohibit City-requested clarifications, discussions, negotiations, or revised submissions expressly authorized by the Purchasing Division in accordance with this Solicitation.

Submitted Proposals shall remain firm, valid, and binding for **ninety (90)** calendar days following the Proposal due date and may not be withdrawn during that period without the City’s written consent.

1.16. Multiple Offers: If a Proposer submits more than one proposal, THE ALTERNATE PROPOSAL must be marked “ALTERNATE PROPOSAL.” The City reserves the right to make the award in the City's best interest.

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. Upon

execution by duly authorized representatives of both Parties, the final written agreement and all documents expressly incorporated into it shall collectively constitute the binding and enforceable Contract between the City and the Firm. 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 Work: All requests for clarification or interpretation of the Specifications or Scope of Services must 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.

The City expects Proposers to conduct a thorough review of the Solicitation and associated materials prior to submitting questions. The City reserves the right to decline to respond to questions that are repetitive, non-substantive, clearly addressed in the Solicitation, or generated through automated or artificial intelligence tools without meaningful proposer review and validation of the Solicitation materials.

1.20. Proposal Preparation Expenses: All costs incurred by the Proposer in preparing, submitting, and presenting a proposal in response to this Solicitation shall be the Proposer's sole responsibility and shall not be reimbursed by the City.

1.21. Acceptance of Proposal Content: The portions of the successful Firm's proposal, rate sheets, and written clarifications expressly accepted by the City shall be incorporated into the resulting Contract. Incorporation shall apply only to the awarded service categories and accepted terms. Proposed exceptions, qualifications, or Firm-provided terms shall not become binding unless expressly accepted by the City in writing.

Failure of a selected Proposer to execute the Contract or satisfy award requirements may result in cancellation of the proposed award. Upon Contract execution, the successful Proposer shall be referred to as the "Firm."

1.22. 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.

1.23. 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:

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

1.23.2. 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.

1.24. Open Records and Confidential Material: All materials submitted in response to the 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.

Proposers seeking to designate specific information as confidential or proprietary must:

1.24.1. Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure**."

1.24.2. Upload confidential information as a separate document.

1.24.3. Provide a written explanation justifying the claim of confidentiality, including how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

The City shall review all requests for confidentiality treatment. The final determination regarding whether materials qualify for confidential treatment rests solely with the City.

A confidentiality designation does not create a right to withdraw or modify a Proposal after the submission deadline or prevent disclosure required by law. Any request to withdraw or modify submitted material remains subject to City approval, the Solicitation requirements, and applicable law.

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

- Cost or pricing information; or
- An entire 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 identified, designated, and submitted in accordance with this section.

1.25. Response Material City Ownership: All Proposals submitted in response to this Solicitation shall become records of the City and will not be returned. Submission of a Proposal does not transfer ownership of the Proposer's pre-existing intellectual property, copyrighted materials, trademarks, proprietary methodologies, software, systems, or other materials identified as belonging to the Proposer. The City may use submitted materials for evaluation, Contract administration, public-records compliance, and other governmental purposes permitted by law, subject to the proper designation and approval of confidential material under Section 1.24.

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

1.26. Minimal Standards for Responsible Proposer(s): To be considered for an award, the Proposer(s) must affirmatively demonstrate their responsibility, qualifications, and capability to perform the Services described in this solicitation. At a minimum, the Proposer must:

- **1.26.1.** Demonstrate the ability to meet assignment schedules and response commitments through the experience, staffing information, and references required in Section 5.0;
- **1.26.2.** Provide evidence of satisfactory performance on assignments of similar scope and complexity;
- **1.26.3.** Identify appropriately qualified personnel and required professional licenses, certifications, and specialty resources;
- **1.26.4.** Maintain a satisfactory record of integrity, ethical practices, and regulatory compliance;
- **1.26.5.** Be otherwise eligible to receive an award and enter into a legally binding Contract with the City; and
- **1.26.6.** Comply with Section 5.0 – **Preparation and Submittal of Proposals**.

Proposers are required to demonstrate capability only for the categories they propose, including supporting Services necessary to perform work within those categories.

1.27. 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 the Proposer's responsibility, practical knowledge of the Project, and possession of the necessary financial and other resources to complete the proposed Services.

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

1.27.1. Submission of multiple proposals for the same service category by the same individual or business entity, whether under the same or different names, except for clearly identified alternate proposals permitted under this Solicitation. A single proposal offering multiple service categories does not violate this restriction; and

1.27.2. 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.

1.28. Taxes: The City is exempt from applicable taxes on qualifying direct purchases. The Firm shall not charge the City taxes for which the City is legally exempt. The City will provide exemption documentation upon request.

1.29. Sales and Use Taxes: The Proposer and any subcontractors must obtain sales and use tax exemption certificates from the Colorado Department of Revenue, as applicable. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.

1.30. Federal Taxpayer Identification Certificate: Prior to execution of the Contract, the Firm shall complete any supplier registration requirements established by the City, including submission of a completed Internal Revenue Service (IRS) Form W-9, if required. The City reserves the right to request updated tax identification information from the Firm or other suppliers, consultants, contractors, firms, or business entities, as necessary.

1.31. Cancellation of Solicitation: The City reserves the right to cancel this solicitation at any time or to reject any or all proposals, in whole or in part, when deemed to be in the best interest of the City.

1.32. Public Opening (Proposal Receipt Acknowledgment): The City will conduct a virtual proposal receipt acknowledgment immediately following the proposal submission deadline. Proposers, authorized representatives, and other interested parties may attend.

To ensure transparency and procedural integrity, all proposals received through BidNet® by the submission deadline will be formally acknowledged during the session. In accordance with the nature of a Request for Proposals, only the names of the entities submitting proposals will be announced. No proposal content, scoring information, or 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, as acknowledged in the Cover Letter. The individual signing the Cover Letter shall be duly authorized to bind the Proposer to the terms of the Proposal and any resulting Contract.

By submitting a Proposal, the Proposer acknowledges that it has read, understands, and agrees to comply with the requirements, terms, conditions, and specifications set forth in this Solicitation, except for any exceptions expressly identified in the Proposal.

If the Proposer requests any deviation from or exception to the requirements of this Solicitation or any Contract terms and conditions incorporated by reference into this Solicitation, such deviation or exception shall be clearly identified, fully explained, and submitted with the Proposal. Failure to identify a requested deviation or exception shall constitute the Proposer's acceptance of the Solicitation and any Contract terms and conditions incorporated by reference.

The City reserves the right to accept or reject any requested deviation or exception, in whole or in part, and to negotiate mutually acceptable terms and conditions with the apparent successful Proposer.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be executed by duly authorized representatives of both the City and the Firm. By executing the Contract, the Firm represents that it has carefully examined the Contract Documents and is fully informed of the conditions, requirements, objectives, constraints, and performance expectations applicable to the Services.

The Firm further represents that it has correlated its knowledge, experience, personnel, professional judgment, and available resources with the requirements of the Contract and can perform the Services in accordance with the Contract Documents. The Firm shall not rely upon any alleged ambiguity, omission, inconsistency, or error in the Contract Documents as a basis for avoiding or delaying performance, provided that the Firm promptly notifies the City of any perceived discrepancy or conflict upon discovery.

The Contract Documents are intended to be complementary and shall be construed accordingly. Any requirement identified in one Contract Document shall be considered binding as though included in all applicable Contract Documents to the extent necessary to accomplish the intent of the Contract.

The intent of the Contract is to require the Firm to furnish all personnel, supervision, professional expertise, equipment, software, materials, supplies, transportation, permits, licenses, documentation, reports, deliverables, and other resources necessary to fully perform the Services in accordance with the Contract Documents, whether or not every incidental item is expressly identified, provided such items are reasonably inferable from the nature and intent of the Services.

These obligations apply within the Firm’s awarded service categories and authorized assignments. General references to Services elsewhere in the Contract Documents do not independently assign an unawarded category, authorize additional work, or make the Firm responsible for another Firm’s separately authorized Services. Individual assignments shall be authorized under Section 4.4.

2.3. Permits, Fees, and Regulatory Compliance: The Firm 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, in the performance of the Services. Unless expressly stated otherwise in the Contract Documents, the Firm shall be responsible for obtaining and maintaining all licenses, permits, certifications, approvals, and authorizations required to perform the Services.

The Firm shall promptly notify the City in writing upon discovery of any inconsistency or conflict between the Contract Documents and applicable legal or regulatory requirements. Upon receipt of such notice, the City shall review the matter and determine the appropriate course of action consistent with applicable law and the Contract Documents.

Associated fees and costs shall be included in the applicable Contract rates or expressly identified in the project-specific Fee Proposal and accepted through the authorization process in Section 4.4.

2.4. Responsibility for those Performing the Services: The Firm shall be responsible for the acts and omissions of its employees, subcontractors, agents, and all other persons performing any portion of the Services. The Firm shall ensure that all such persons are qualified, appropriately trained and supervised, and comply with the requirements of the Contract.

2.5. Payment & Completion: The City shall not make advance payments for Services. Payment shall be made only for authorized Services satisfactorily performed, accepted by the City, and invoiced in accordance with the applicable Purchase Order and Contract Documents.

Each assignment's accepted Scope of Services and Fee Proposal shall establish the basis of compensation, required deliverables, schedule, and not-to-exceed amount. Neither Contract award nor an assignment's authorized maximum entitles the Firm to payment for Services not performed.

Invoices shall comply with Section 4.4.5 and identify the applicable Purchase Order, assignment, billing period, Services performed, and charges consistent with the authorized basis of compensation. Supporting documentation shall be provided as required to verify hourly charges, quantities, reimbursable expenses, and third-party costs.

Progress or milestone payments may be made for satisfactorily completed portions of an assignment when permitted by the accepted assignment documents. Upon completion of the assignment, the Firm shall notify the Project Manager and furnish all required final deliverables and supporting records.

City review, acceptance, or payment shall not relieve the Firm of its obligations to meet the Contract requirements, correct deficiencies, or satisfy the applicable professional standard of care.

2.6. Protection of Persons and Property: The Firm shall comply with all applicable federal, state, and local laws, ordinances, regulations, and lawful orders governing the safety and protection of persons and property. The Firm shall implement and maintain precautions appropriate to its authorized Services, including field surveying, work near roadways and utilities, access to structures, subsurface investigation, and aircraft or UAS operations, as applicable.

The Firm shall protect existing survey monuments, control points, utilities, structures, pavement, landscaping, and other public and private improvements. Required traffic control, utility locate coordination, property access, confined-space precautions, and other protective measures shall be provided in accordance with Section 4.0 and the

authorized assignment. The Firm shall not disturb or remove survey monuments or other improvements except as expressly authorized and permitted by applicable law.

The Firm shall promptly notify the City's Project Manager of any injury, property damage, loss, or unsafe condition arising from performance of the Services. If conditions present an immediate danger, the Firm shall stop the affected Services, take appropriate protective measures, and notify the City before resuming the affected work.

To the extent property damage or loss is caused by the Firm or its employees, subconsultants, subcontractors, or agents, the Firm shall, at its sole expense, promptly repair, restore, or replace the affected property to a condition equal to or better than its pre-existing condition, in a manner acceptable to the City. Disturbed survey monuments or control points shall be restored by appropriately licensed personnel in accordance with applicable requirements. If the Firm fails to take corrective action within the time specified in the City's written notice, the City may arrange for corrective action and recover its reasonable associated costs, subject to the Contract and applicable law. The City may take immediate protective action when necessary to address an imminent threat to persons or property.

2.7. Changes in the Services: Individual assignments within the Firm's awarded categories shall be authorized through Purchase Orders under Section 4.4. Issuance of an assignment within the existing Contract scope and terms does not itself require a Contract Amendment.

Changes to an authorized assignment's scope, compensation, or schedule shall follow Section 4.4.4, including submission of a revised or supplemental Scope of Services and Fee Proposal, required approvals, execution of the applicable Change Order, and issuance of the approved Purchase Order Change Order before the affected Services are performed.

Changes to the underlying Contract terms, awarded categories, rates, or Contract term require a written Contract Amendment executed by duly authorized representatives of both Parties. The Firm shall not perform unauthorized Services or incur unauthorized charges.

2.8. Minor Changes in the Services: The City's Project Manager may provide written technical clarifications and routine coordination direction within an authorized assignment. Such direction shall not change the authorized scope, deliverables, compensation, completion requirements, Contract rates, or other Contract terms. Changes affecting those requirements shall follow Sections 2.7 and 4.4.4.

2.9. Correction of Services: The Firm shall perform the Services and prepare all deliverables in accordance with generally accepted professional standards, exercising the degree of skill, care, and diligence ordinarily exercised by qualified professionals performing similar services under similar circumstances.

If any Services or deliverables do not conform to the requirements of the Contract, the Firm shall, at no additional cost to the City, promptly correct the nonconforming Services or deliverables to conform to the Contract requirements.

If the Firm fails to correct the nonconforming Services or deliverables within a reasonable time after written notice from the City, the City may take appropriate corrective action and recover from the Firm the reasonable costs incurred as a direct result of such failure, subject to the limitations, remedies, and procedures set forth in the Contract.

2.10. Acceptance Not Waiver: The City's review, approval, or acceptance of any Services or deliverables, or payment for any Services or deliverables, shall not relieve the Firm of its obligation to perform the Services in accordance with the Contract or to meet the applicable professional standards of care. No review, approval, acceptance, or payment by the City shall be deemed a waiver of any rights or remedies available to the City under the Contract, nor shall it constitute a waiver of any claims arising out of or related to the performance of the Services.

2.11. Change Orders and Amendments: No oral statement or informal communication shall modify the Contract or authorize additional Services or compensation. Contract Amendments shall be coordinated through the City's Contract Administrator and executed by duly authorized representatives of both Parties. Assignment Change Orders and Purchase Order Change Orders shall be processed in accordance with Section 4.4.4.

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

2.13. Compliance with Laws: The Firm 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 Firm 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.

2.14. Debarment or Suspension: The Firm certifies that it is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government contracting program.

2.15. Confidentiality: To the extent applicable to the performance of the Services, the Firm shall maintain the confidentiality of all non-public information, data, and materials disclosed by the City or obtained in connection with the Contract, except as required by law. The Firm shall safeguard such information and shall ensure that its employees, subcontractors, and agents comply with this obligation. This obligation shall not apply to information that is publicly available through no fault of the Firm, or that must be disclosed pursuant to applicable law, court order, or lawful governmental request.

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.

Before accepting an assignment, the Firm shall disclose any actual or potential organizational or professional conflict of interest, including involvement in preparing documents it may be asked to review or representing another party whose interests may conflict with the assignment. The Firm shall promptly disclose conflicts discovered during performance. The City may decline or reassign an affected assignment and require measures consistent with applicable law and funding requirements.

2.17. Termination for Convenience: The City may terminate the Contract or any individual assignment, as a whole or in part, for convenience upon thirty (30) calendar days' written notice to the Firm. Upon receipt of notice, the Firm shall discontinue the affected Services as directed by the City and take reasonable steps to minimize additional costs.

The Firm shall be entitled to payment only for Services satisfactorily performed and authorized costs incurred through the effective date of termination, subject to the terms of the Contract. Termination shall not affect any rights, remedies, or obligations accrued before the effective date of termination or that expressly survive termination.

2.18. Employment Discrimination: During the performance of any Services, the Firm agrees to:

2.18.1. The Firm 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 bona fide occupational qualification permitted by applicable law. The Firm agrees to post notices in conspicuous places visible to employees and job applicants that state the provisions of this nondiscrimination clause.

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

2.18.3. Notices, advertisements, and solicitations placed in compliance with federal law, rules, or regulations shall be deemed sufficient for meeting the requirements of this section.

2.19. Immigration Compliance: The Firm certifies that it fully complies with the **Immigration Reform and Control Act of 1986** and all applicable federal, state, and local immigration laws. The Firm 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.

2.20. Failure to Perform: If the Firm fails to perform the Services in accordance with the Contract, including failure to meet required schedules, quality standards, coordination obligations, reporting requirements, or other Contract requirements, the City may, after providing written notice to the Firm, obtain the required services from another source. The Firm shall be responsible for all additional costs incurred by the City as a direct result of such failure.

The City may implement corrective actions to address nonperformance. If the Firm's failure materially affects the Project, compromises regulatory compliance, creates a risk to public health or safety, or impairs the continuity or integrity of the Services, the City may take immediate action, including suspension or termination of the Contract, in accordance with the Contract Documents.

2.21. 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 failure shall not affect the validity of the Contract or any part thereof, nor shall it preclude the City from enforcing any provision thereafter.

2.22. Force Majeure: Neither Party shall be liable for any delay or failure to perform its obligations under the Contract to the extent such delay or failure is caused by a Force Majeure event beyond the control of the affected Party. Force Majeure events may include, but are not limited to, acts of God, fire, flood, severe weather, natural disasters, epidemics, pandemics, war, terrorism, civil unrest, labor disputes not involving the affected Party, governmental actions, utility outages, or other events beyond the control of the affected Party.

The Party affected by a Force Majeure event shall provide the other Party with prompt written notice describing the nature of the event, its anticipated impact on performance, and the estimated duration of the delay. The affected Party shall use commercially practical measures to mitigate the effects of the Force Majeure event and resume performance as soon as practicable.

If a Force Majeure event materially delays or prevents performance of the Services, the City may suspend, postpone, modify the schedule for, or terminate the Contract, in whole or in part, in accordance with the Contract Documents, without liability for costs incurred because of the Force Majeure event.

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

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

2.24. Independent Contractor: The Firm is and shall remain an independent contractor in all respects under the Contract. Neither the Firm 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 Firm, its employees, agents, or subcontractors. The Firm 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 Firm 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.

2.25. Services, Work Product and City Ownership: All documents, reports, drawings, plans, specifications, calculations, survey field records, control and point data, CAD files, terrain models, surfaces, imagery, point clouds, legal descriptions, plats, exhibits, data, photographs, records, presentations, studies, analyses, and other deliverables specifically created by the Firm for the City in performance of the Contract (Work Product) shall become the property of the City upon payment for such Work Product.

Work Product includes assignment-specific information collected, created, developed, or processed by the Firm or its subconsultants, subcontractors, or specialty providers in performing the authorized Services, whether or not individually listed as a deliverable. The Firm shall furnish the complete Work Product, including supporting field records, raw and processed survey data, calculations, and native editable electronic files, as applicable to the assignment and consistent with Section 4.0. Delivery shall occur as required by the assignment schedule and upon completion or termination of the affected Services. Required delivery is included in the authorized compensation and shall not be contingent on a separate release, an additional license fee, or the purchase of additional Services.

Assignment-specific Work Product shall not be withheld or classified as Firm Materials solely because it was prepared using the Firm’s proprietary methods, software, templates, or tools. Electronic files shall include the references, dependencies, code keys, and supporting information necessary for their use in the required formats. Any third-party restrictions affecting delivery or the City’s intended use shall be identified and accepted by the City in writing before incorporation into the Work Product.

The Firm shall retain ownership of its pre-existing intellectual property, proprietary methodologies, processes, tools, templates, software, know-how, and other materials developed independently of the Contract (Firm Materials). To the extent Firm Materials are incorporated into or necessary to use the Work Product, the Firm grants the City a perpetual, irrevocable, nonexclusive, royalty-free license to use, reproduce, maintain, and modify those materials as necessary for the City’s use of the Work Product, including use by the City’s consultants and contractors for City purposes.

The Firm may retain copies for legal, regulatory, insurance, and professional recordkeeping purposes, subject to the Contract’s confidentiality requirements; retention does not reduce the Firm’s delivery obligations or the City’s ownership and use rights.

All information, data, records, and materials provided by the City to the Firm shall remain the property of the City and shall be used solely for performance of the Contract, unless otherwise authorized in writing by the City.

2.26. Patents and Copyrights: The Firm shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, losses, liabilities, costs, and expenses, including attorneys' fees, arising out of or related to any actual or alleged infringement of any patent(s), copyright(s), trademark(s), or other intellectual property right resulting from the performance of the Services or the use of the Work Product.

The City shall have no liability to the Firm for any costs, expenses, or obligations arising from such intellectual property infringement claims. The Firm shall promptly assume the defense of any such claim and shall resolve the claim in a manner acceptable to the City.

This obligation includes, but is not limited to, claims arising from the creation, use, or incorporation of derivative works or materials based on the intellectual property rights of others.

2.27. Governing Law and Venue: This Solicitation, and any Contract resulting from this Solicitation, shall be governed by and construed in accordance with the laws of the State of Colorado and the Charter, ordinances, regulations, and policies of the City of Grand Junction, Colorado, as applicable. Venue for any action arising from or relating to this Solicitation or any resulting Contract shall be in the District Court of the 21st Judicial District, Mesa County, Colorado.

2.28. Order of Precedence: In the event of a conflict between the Contract and any incorporated or referenced documents, the provisions of the Contract shall govern and control. In the event of a conflict between City-issued documents and the Firm's proposal or other submitted materials, the City-issued documents shall govern.

2.29. 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.

2.30. 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 to ensure 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.

2.31. 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.

2.32. Default: The City reserves the right to terminate the Contract if the Firm 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 specify a timeframe for the Firm to cure the default, unless the breach presents an immediate risk to public health, safety, or the City's operations.

If the Firm 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 Firm 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.

2.33. Piggyback: Where permitted and appropriate, the City may allow cooperative use of this Contract. Contracts resulting from this solicitation are intended primarily for the use by the City. However, upon mutual written agreement between the awarded Firm and one or more governmental entities, the Contract may be extended for use by such entities, subject to the same specifications, terms, conditions, and pricing established in the original agreement.

Each participating governmental entity shall execute its own contract with the Firm, issue its own purchase orders, be invoiced directly, make its own payments, and provide any applicable tax-exemption documentation.

It is expressly understood that the City is not a party to, nor responsible for, any contract formed between the Firm and any other governmental entity pursuant to this provision. The City assumes no liability for any obligations, costs, or damages incurred by any other entity utilizing this Contract.

2.34. Definitions: Unless otherwise defined in the Solicitation or Contract Documents, the following definitions shall apply throughout this Solicitation and any resulting Contract. Additional terms may be defined within specific sections as necessary to clarify intent and promote consistent interpretation of the Solicitation and Contract Documents.

2.34.1. Agency, Consultant, Contractor, or Firm: "Agency," "Consultant," "Contractor," or "Firm" refers to the individual, organization, business entity, governmental entity, or other legal entity identified in the proposal and any resulting Contract that is responsible for performing the Services. The term includes the entity's authorized representatives, employees, subcontractors, agents, and other persons acting on its behalf in connection with the Contract.

2.34.2. City: "City" means the City of Grand Junction, Colorado, including its departments, officials, employees, agents, and authorized representatives acting within the scope of their authority.

2.34.3. Contract Price: "Contract Price" refers to the total compensation payable by the City to the Agency, Consultant, Contractor, or Firm for the full and satisfactory performance of the Services, Work, or obligations required under the Contract. The Contract Price includes all labor, materials, equipment,

supplies, services, overhead, profit, and other costs necessary to perform the Contract, unless expressly stated otherwise in the Contract Documents.

The Contract Price may be structured as a fixed lump sum, unit price, guaranteed maximum price (GMP), not-to-exceed (NTE) amount, time-and-materials, or other compensation method as specified in the Contract Documents. Any modification to the Contract Price shall be made in accordance with the Contract and shall be authorized through a duly executed Contract Amendment, Change Order, or other authorized Contract modification.

For this on-call Contract, compensation shall be established separately for each authorized assignment. A Contract ceiling or Purchase Order not-to-exceed amount is a maximum authorization and does not guarantee payment or a minimum volume of Services.

2.34.4. Contract Time: "Contract Time" refers to the period during which the Agency, Consultant, Contractor, or Firm is obligated to perform the Services, Work, or other obligations required under the Contract, commencing on the effective date identified in the Contract Documents or other written authorization issued by the City and continuing through final completion, expiration, or termination of the Contract.

The Contract Time may be extended, reduced, suspended, or otherwise modified only in accordance with the Contract Documents and through a duly authorized written amendment, Change Order, or other authorized Contract modification.

The on-call Contract term does not itself authorize commencement of Services. Each Purchase Order shall establish the applicable assignment schedule and authorize proceeding under Section 4.4.

2.34.5. Deliverable: A "Deliverable" refers to any tangible or intangible work product, report, study, document, presentation, dataset, electronic file, software, website, application, survey, plat, legal description, CAD file, point file, surface, imagery, point cloud, or other output the Firm is required to create, develop, prepare, or provide as part of the Services.

All Deliverables shall comply with applicable accessibility laws, regulations, and standards, including, but not limited to:

- The Americans with Disabilities Act (ADA)
- HB21-1110, including §§ 24-85-101, C.R.S., et seq.
- The Accessibility Standards for Individuals with a Disability adopted by the Colorado Office of Information Technology pursuant to § 24-85-103(2.5), C.R.S.
- The State of Colorado's technology accessibility standards, including compliance with Level AA of the current version of the WCAG, as adopted by the State

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

2.34.6. Key Personnel: "Key Personnel" refers to the individual(s) identified by the Agency, Consultant, Contractor, or Firm as essential to the successful performance of the Services, Work, or other obligations required under the Contract. Key Personnel possess specialized qualifications, experience, knowledge, or skills necessary to perform critical aspects of the Contract. Any reassignment, removal, or replacement of Key Personnel shall be subject to the requirements of the Contract Documents.

2.34.7. Proposer: "Proposer" refers to the Agency, Consultant, Contractor, Firm, individual, organization, business entity, governmental entity, or other legal entity submitting a proposal in response to a solicitation issued by the City.

2.34.8. Project or Work: "Project" or "Work" refers to the endeavor, program, initiative, acquisition, construction, service, or other undertaking described in the Solicitation and Contract Documents for which the City is seeking goods, services, deliverables, or other performance.

2.34.9. Services: "Services" refers to all labor, professional expertise, supervision, administration, materials, equipment, supplies, software, deliverables, and other resources necessary to perform the Work and satisfy the requirements of the Contract Documents.

2.34.10. Subcontractor: "Subcontractor" refers to any individual, organization, business entity, governmental entity, or other legal entity that has a direct contractual relationship with the Agency, Consultant, Contractor, or Firm to perform a portion of the Services, Work, or other obligations required under the Contract. The term includes the Subcontractor's authorized representatives, employees, agents, and lower-tier subcontractors.

Section 3.0: Insurance Requirements

At its own expense, the successful Firm shall procure and maintain the insurance required by this Section 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 apply to the Services performed under the Contract and remain effective throughout the Contract term and any additional periods expressly required herein.

The insurance requirements establish minimum coverage and do not limit the Firm’s liabilities or obligations under the Contract. Failure to obtain or maintain required insurance shall not relieve the Firm of those liabilities or obligations.

The Firm shall ensure that its subconsultants, subcontractors, and specialty providers maintain insurance appropriate to their respective Services and consistent with the applicable requirements of this Section. Specialty coverage may be furnished as provided in Section 3.1. Unless otherwise specified in the Contract Documents, minimum coverage 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.

Coverage shall be written on an occurrence basis and include premises and operations, bodily injury, property damage, personal and advertising injury, contractual liability, independent contractors, and products and completed operations. The policy shall contain a separation-of-insureds provision.

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

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

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

Coverage shall apply to the professional Services performed under the Contract, including those performed by subconsultants, as applicable. For claims-made coverage, the retroactive date shall be no later than the commencement of Services. Continuous coverage preserving that retroactive date, or an extended reporting period covering the Services performed, shall be maintained for at least five (5) years following completion of all Services under the Contract or Contract termination, whichever occurs later.

(c) **Aircraft and Unmanned Aircraft Systems Liability — When Applicable**

When aircraft or unmanned aircraft systems (UAS) are used in performing Services, the Firm shall provide or ensure that its approved aircraft operator provides aviation liability insurance covering the authorized operations, with minimum limits of:

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

TWO MILLION DOLLARS ($2,000,000) aggregate, if the policy includes an aggregate limit.

Coverage shall include bodily injury and property damage arising from the aircraft operations and apply to owned, hired, and non-owned aircraft, as applicable. Coverage shall be written on an occurrence basis and maintained throughout all aircraft operations performed under the Contract. Evidence of coverage shall be approved by the City before those operations begin.

(d) **Contractors' Pollution Liability — When Applicable**

When required by the City based on identified pollution exposures associated with an assignment, the Firm shall provide or ensure that its approved specialty provider provides Contractors' Pollution Liability insurance with minimum limits of:

ONE MILLION DOLLARS ($1,000,000) each claim or occurrence, and

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

Coverage shall apply to pollution conditions arising from the authorized Services, including applicable bodily injury, property damage, cleanup costs, and defense expenses. Required coverage shall be identified during

assignment scoping and approved by the City before the affected Services begin.

If written on a claims-made basis, the retroactive date shall precede the affected Services, and continuous coverage or an extended reporting period shall be maintained for at least five (5) years after completion of those Services.

(e) **Excess or Umbrella Liability — When Required**

The City may require excess or umbrella liability insurance for an individual assignment based on its scope and exposures. Required limits, underlying coverages, and endorsements shall be identified during assignment scoping and incorporated into the accepted assignment documents before the affected Services begin.

Subject to City approval, a combination of primary and excess or umbrella coverage may satisfy required liability limits where the excess coverage applies to the required exposures.

(f) **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

Coverage shall apply to all owned, hired, and non-owned vehicles used in the performance of the Services.

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

Workers' Compensation: Statutory coverage as required by the laws of the State of Colorado.

Employers' Liability: Minimum limits of:

ONE MILLION DOLLARS ($1,000,000) each accident;

ONE MILLION DOLLARS ($1,000,000) each employee for disease; and

ONE MILLION DOLLARS ($1,000,000) policy limit for disease.

The Workers' Compensation policy shall include a waiver-of-subrogation endorsement in favor of the City of Grand Junction with respect to Services performed under the Contract.

3.1. Assignment-Specific Insurance

The insurance requirements stated herein establish minimum coverage for the resulting Contract. Before authorizing an individual assignment, the City may require additional coverage, higher limits, or endorsements based on the authorized Services, field conditions, methods, or funding requirements. Any additional requirements shall be identified during assignment scoping and incorporated into the accepted assignment documents before the affected Services begin. Coverage applicable solely to specialty operations, including aircraft or UAS operations and

work involving pollution exposures, may be furnished by the Firm or its approved specialty provider, subject to City review and acceptance.

Acceptance of a specialty provider's insurance does not relieve the Firm of its responsibility for the authorized Services or compliance with the Contract.

3.2. Additional Insured Endorsement

The Commercial General Liability and Automobile Liability policies, and applicable Aircraft/UAS Liability and Contractors' Pollution Liability policies, shall name the City of Grand Junction, its elected and appointed officials, employees, and volunteers as additional insureds with respect to liability arising from the Services, through endorsements acceptable to the City.

These coverages shall be primary and noncontributory with respect to insurance or self-insurance maintained by the City. Additional insured status is not required under Workers' Compensation, Employers' Liability, or Professional Liability policies.

The Firm shall be responsible for deductibles and self-insured retentions under its policies. The Firm shall ensure that specialty providers remain responsible for deductibles and self-insured retentions under their policies.

3.3. Certificates of Insurance and Endorsements

Before Contract execution, the selected Firm shall provide ACORD Certificates of Insurance or equivalent evidence acceptable to the City demonstrating the required baseline coverage. Evidence of assignment-specific or specialty coverage shall be provided and approved before the affected Services begin.

Certificates shall:

- Reference the Solicitation title and number;
- Identify the named insured, insurers, policy numbers, coverage types, limits, and effective and expiration dates; and
- Identify applicable claims-made coverage and retroactive dates.

Copies of required additional insured, primary and noncontributory, and waiver-of-subrogation endorsements shall accompany the certificates, as applicable. A statement on a certificate does not substitute for a required policy endorsement.

The Firm shall maintain current evidence of coverage and provide updated certificates and applicable endorsements upon policy renewal, replacement, or modification. Upon request, the Firm shall provide relevant policy provisions or other documentation needed to verify compliance.

No Services shall begin until the City has approved evidence of the coverage required for those Services.

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Section 4.0: Specifications and Scope of Services

4.1. General

The City of Grand Junction, Colorado ("City") is seeking one or more qualified firms ("Firm") to provide professional surveying and related services on an as-needed basis. Services may support capital improvement projects, property and right-of-way activities, operations, maintenance, planning, development review, construction, and other municipal needs.

Services are divided into the categories in Section 4.2. Proposers may offer services in one or more categories and are not required to offer all categories. The City may select multiple Firms in any category and may assign different portions of a project to different Firms. A Firm shall be responsible for its awarded category or categories and the work expressly authorized under individual assignments, including the supporting services reasonably necessary to complete that work. Award in one category does not obligate the Firm to provide services in another category.

Each Firm shall maintain qualified personnel, equipment, and resources appropriate to its awarded categories and shall identify scheduling or capacity limitations when responding to assignment requests. The City generally will identify the location, intended purpose, and desired outcome; the Firm shall use its professional judgment to define and perform the services necessary for the authorized assignment.

4.2. Service Categories

The following categories establish the services on which Firms may propose and for which assignments may be issued. A service or method described in one category is not automatically required of Firms awarded another category. Work involving more than one category may be authorized to one qualified Firm or divided among Firms through separate task authorizations. Unless expressly authorized and accepted, a Firm is not responsible for performing an unawarded category or for another Firm's separately assigned work.

4.2.1. Category A — Topographic, Improvement, and Design-Support Surveying

Services include topographic and improvement surveys; existing-conditions mapping; site and corridor surveys; accessible utility-feature surveying; survey control and monumentation necessary for the work; digital terrain models, surfaces, and other electronic survey data; and related mapping for planning, design, operations, or construction support.

For topographic, improvement, utility-feature, and other surveys intended to support planning or design, the following information is standard survey work and need not be separately listed in a task request:

- rim, lid, grate, and other applicable surface elevations for manholes, inlets, catch basins, vaults, cleanouts, and similar structures;
- invert elevations for all pipes entering or leaving accessible sanitary sewer, storm sewer, drainage, irrigation, and similar structures;
- observable pipe sizes, materials, and direction of flow;

- water valve operating-nut elevations and associated valve-box or surface elevations;
- locations and applicable elevations for fire hydrants, water meters and meter pits, curb stops, blowoffs, air-release assemblies, and other accessible water-system appurtenances;
- locations, applicable elevations, and accessible information for utility vaults, pull boxes, handholes, pedestals, cabinets, and similar facilities; and
- other accessible utility elevations, depths, dimensions, and information reasonably necessary for the intended use of the survey.

Information shall be obtained by field observation and measurement whenever reasonably accessible; record, GIS, or other reference information shall be identified as such. Required information shall not be omitted solely because a structure is covered, difficult to open, requires ordinary access equipment, or was not expressly named in the task request. Where safe or reasonable access is unavailable, the Firm shall document the location, cause, and material effect on the survey. Additional utility locating, subsurface utility engineering, and intrusive investigation are addressed under Category F and require authorization as provided in the task scope.

Topographic and improvement surveys shall identify the limits of existing vegetation, including landscaped areas, shrubs or brush masses, hedges, and vegetation that may affect the project. The minimum tree size for individual surveys shall be established for each assignment based on intended use; the Firm shall recommend a minimum diameter at breast height (DBH) if not specified by the City. Trees meeting that threshold shall be located by trunk position and include measured DBH and surveyed canopy dripline.

DBH shall be measured 4.5 feet above ground on the uphill side of the tree; where a fork occurs below that height, at the narrowest point below the fork; and for multi-stem trees originating from a common trunk or root system, as the sum of individual stem diameters measured at 4.5 feet. Smaller trees, ornamental plantings, vegetation, and canopy shall also be surveyed when material to design, permitting, construction, acquisition, or valuation. Applicable vegetation limits or driplines extending into the survey area from outside survey limits shall be included. Species identification, condition assessment, arborist evaluation, and significant-tree determinations are required only when specified for the task or by applicable City standards.

4.2.2. Category B — Boundary, Right-of-Way, Easement, and Land Records Surveying

Services include boundary and property surveys; boundary retracement and monumentation; right-of-way and easement surveys; title, property, and records research; subdivision plats, improvement survey plats, and other survey documents; legal descriptions and exhibits; survey-control work associated with these services; and preparation, filing, or recording of required survey records.

The Firm shall determine and obtain title commitments, ownership and encumbrance information, and other records appropriate to the intended purpose of the assignment, including updated or supplemental information when reasonably necessary. Required monument research, field verification, calculations, plats, exhibits, and recordation shall be incorporated in the authorized work.

For work supporting right-of-way, easement, or other real-property acquisition, the Firm shall locate and document improvements within proposed acquisition areas and adjacent areas reasonably necessary to evaluate effects on the remainder. Survey information shall include observable quantities, dimensions, materials, and other physical characteristics sufficient to support valuation of affected landscaping and trees, irrigation systems, fencing and gates, retaining and landscape walls, paving and flatwork, signs, accessory structures, and similar improvements. The Firm shall not assign appraisal classifications or values unless specifically authorized.

4.2.3. Category C — Construction Surveying and Staking

When authorized, the Firm shall provide the construction surveying, calculations, layout, and staking necessary for the improvements identified in the task, in accordance with applicable City Standard Specifications, construction documents, and the assignment.

Before staking, the Firm shall verify applicable horizontal and vertical control and promptly identify discrepancies affecting the work. Calculations, staking, offsets, grade information, field markings, and supporting documentation shall adequately convey the intended horizontal and vertical location of the improvements and permit accurate, efficient construction. The Firm shall provide the applicable staking records, grade sheets, calculations, and supporting survey information to the City or the construction Contractor, as appropriate.

The task authorization shall identify the Firm's construction-staking responsibilities. Unless specifically assigned to the Firm, the on-call Contract shall not relieve a construction Contractor of surveying or staking obligations under its construction Contract Documents.

4.2.4. Category D — Construction As-Built and Record Surveying

Services include construction observation and measurement, as-built and record surveys, and collection and documentation of survey information needed for record drawings or construction closeout. Work shall comply with applicable City Standard Specifications, SSID, construction documents, and the authorized assignment.

At assignment initiation, the Firm shall coordinate with the City and Contractor on notice and scheduling procedures and shall collect required information as construction progresses, before improvements are covered, backfilled, paved, otherwise concealed, or made impractical to survey.

Record survey information shall include applicable horizontal and vertical locations, dimensions, elevations, materials, connections, crossings,

appurtenances, and other required information and accuracies for pipelines, fittings, structures, utility crossings, service connections, roadways, drainage facilities, grading, and other constructed improvements. The Firm shall maintain complete records and provide field information, point data, calculations, control information, and other supporting survey records needed to prepare, verify, or complete applicable record drawings. Interim information shall be updated to reflect completed construction.

Where applicable City requirements call for engineering record drawings sealed by a Professional Engineer, the Firm shall furnish the required professional survey records and information. Professional engineering services are required only when expressly included in the authorized assignment.

4.2.5. Category E — Survey Submittal and Plat Review

Services include technical review of subdivision plats, condominium maps, improvement survey plats, boundary surveys, legal descriptions and exhibits, easement and right-of-way documents, surveyor checklists, title information, and other survey-related materials submitted to the City.

Reviews shall evaluate applicable City and professional surveying requirements and, as appropriate, boundary and lot geometry; mathematical closure; dimensions and areas; monumentation; rights-of-way, easements, tracts, dedications; control information; title and record information; required certifications; and consistency among related documents.

The Firm shall provide clear, consolidated comments and review resubmittals to resolve prior comments. When directed by the City, the Firm may coordinate technical issues directly with the applicant’s surveyor or other responsible professional, with substantive comments and resolutions documented through the City’s established review process.

Review shall be based on submitted documents and available records unless field verification, independent boundary retracement, or corrective survey work is separately authorized. The review provides technical support to the City and does not constitute City approval or acceptance of the submittal. The Firm shall promptly disclose any actual or potential conflicts of interest, including any involvement in preparing the subject documents or in their development; the City may reassign the review.

4.2.6. Category F — Utility Locating and Subsurface Investigation

Services include public and private utility locating, subsurface utility engineering, geophysical investigations, vacuum excavation or utility potholing, and related field measurement and mapping necessary to establish utility locations or resolve conflicts. The Firm shall identify the appropriate level of investigation and proposed extent in its task scope.

When intrusive investigation is authorized, the Firm shall manage and coordinate the complete effort, including, as applicable, records review; public and private locating; utility-owner coordination; proposed test-hole locations; permission to enter; traffic control; excavation; restoration; survey of exposed facilities;

documentation of utility type, size, material, and other observable characteristics; and incorporation of results into the authorized deliverables.

The Firm shall identify material limitations in utility information and recommend additional investigation when warranted. The extent of intrusive work shall be coordinated with the City when project or design judgment is required before proceeding. The accessible utility-feature observations specified in Category A remain part of Category A survey work; they do not, by themselves, require a separate Category F assignment.

4.2.7. Category G — Geospatial Mapping and Reality Capture

Services include stand-alone aerial mapping, photogrammetry, LiDAR, unmanned aircraft systems (UAS) surveying, mobile mapping, terrestrial scanning, and other remote sensing or reality capture mapping and data products, including necessary survey control, processing, and mapping.

The Firm shall select or propose methods appropriate to the intended use and satisfy applicable accuracy, completeness, control, and deliverable requirements. Mapping products developed under the assignment, including applicable imagery, orthophotography, point clouds, elevation data, and supporting information, shall be provided in usable industry-standard formats.

These are surveying methods that may also be used by a Firm performing work in another awarded category, without a separate Category G award. Category G permits the City to award stand-alone geospatial data acquisition or mapping work to Firms offering those services.

4.3. Supporting Services and Field Operations

Within its awarded category and authorized assignment, the Firm shall determine and coordinate the professional, technical, field, and ancillary services reasonably necessary to provide the identified deliverable. As applicable, these include records research; utility locate coordination; survey control; access coordination; traffic control; field and office work; required filings or recordings; and coordination with property owners, utilities, title companies, agencies, consultants, and contractors. This supporting-services obligation does not independently assign work in another service category.

The Firm shall make reasonable and documented efforts to obtain required Permissions to Enter using the City’s standard form (Attachment A). If access cannot be obtained, the Firm shall promptly identify the affected property, the anticipated effect on the assignment, and any need for City assistance or direction.

4.3.1. Confined Space Entry

When access to manholes, vaults, structures, or other confined or permit-required spaces, including permit-required confined spaces, is necessary to perform an authorized assignment, the Firm shall determine the applicable entry requirements and furnish qualified personnel, equipment, atmospheric monitoring, ventilation, retrieval and rescue provisions, and other measures required for

compliant entry. City personnel, equipment, or emergency services shall not be assumed to satisfy the Firm's obligations unless agreed to by the City in writing.

4.3.2. Traffic Control

The Firm shall provide and maintain traffic control necessary for its field operations, including, as applicable, plans, approvals, devices, flaggers or other personnel, and coordination of lane, shoulder, sidewalk, or other closures.

4.3.3. City-Provided Information and Coordination

The City may provide available plans, surveys, plats, GIS information, property records, project documents, and other relevant information. The Firm shall determine their applicability and adequacy and perform the verification, research, investigation, or other work reasonably necessary for its authorized assignment.

The Firm shall coordinate its subconsultants, subcontractors, and specialty providers and shall coordinate needed interfaces with other City-assigned consultants or contractors. Each Firm remains responsible for its own authorized work; responsibility for another Firm's separately authorized services shall not be inferred. The City need not separately coordinate a Firm's subcontracted services unless otherwise specifically agreed.

The Firm may use conventional field methods, aerial mapping, photogrammetry, LiDAR, UAS, mobile mapping, terrestrial scanning, or other appropriate methods in any awarded category, provided the resulting work meets the applicable requirements. The City may prescribe or prohibit a method for an individual assignment.

4.4. Assignment Requests and Authorization

4.4.1. Assignment Selection and Requests.

The City may request Services from Firms awarded the applicable service category based on assignment-specific qualifications, relevant experience, available personnel, capacity, schedule, past performance, potential conflicts of interest, and applicable funding requirements. Award does not establish an exclusive relationship or guarantee an equal distribution of assignments.

The City's request will generally identify the project location or relevant submitted documents, the service category, the intended purpose, the desired outcome, general field limits, where applicable, the required schedule, available records, known constraints, and applicable funding requirements.

For grant-funded assignments, the City will follow any funding-specific qualifications-based selection or other required assignment procedures. The City may request supplemental qualifications, project approaches, staffing information, and availability from Firms awarded the applicable category before selecting a Firm and negotiating the assignment's scope and fee.

Where primary and secondary Firms are designated within a category, the City will ordinarily contact the primary Firm first. The City may request Services from a secondary Firm when the primary Firm is unavailable, cannot meet assignment

requirements or schedules, has a conflict of interest, or when specialized qualifications or concurrent workloads warrant another assignment. Designation does not guarantee any minimum amount of work or exclusive right to assignments.

4.4.2. Project-Specific Scope and Fee Proposal

The Firm shall submit a written Scope of Services and Fee Proposal identifying:

- Proposed tasks, survey limits, methods, deliverables, and schedule;
- Applicable MCLCS zone and survey control, where relevant;
- Labor classifications, estimated hours, Contract rates, and extended costs;
- Applicable unit prices, quantities, equipment charges, third-party services, and other direct costs;
- Any minimum charges, travel, mobilization, reimbursable expenses, or permitted markups;
- Material assumptions, exclusions, proposed City-furnished services, and coordination needed with other Firms; and
- A total proposed fee and not-to-exceed amount, with the proposed basis of compensation.

The Firm shall determine the limits, level of detail, research, control, utility information, and data collection reasonably necessary for the identified purpose. Responsibilities applicable to the awarded category and supporting Services necessary to complete the assignment shall be included unless an exception is expressly identified and accepted by the City.

4.4.3. Review, Approval, and Authorization

The City's designated Project Manager will review the proposed scope, deliverables, schedule, and fee and may request revisions. Following acceptance, the requesting department will submit a requisition under the applicable Blanket Agreement to obtain the required approvals. Upon approval, the City will issue a project-specific Purchase Order incorporating the accepted Scope of Services and Fee Proposal.

The Purchase Order establishes the authorized Services, compensation limit, and schedule. The Firm shall not begin work or incur any billable costs until it receives the Purchase Order document from the Purchasing Division or the Project Manager. Acceptance of a proposal, issuance of a Blanket Agreement, or informal direction from City staff does not, by itself, authorize work.

4.4.4. Assignment Changes

The Firm shall promptly notify the Project Manager of any conditions that affect the authorized scope, schedule, or fee, and submit a revised or supplemental Scope of Services and Fee Proposal before performing any affected work. Following City acceptance, the City will process the formal Change Order through DocuSign for required signatures and issue an approved Purchase Order Change Order. Changes to the underlying Contract shall also require a Contract Amendment, as applicable.

The Firm shall not perform additional or modified Services or incur associated costs before the required approvals and Purchase Order Change Order are issued. Verbal direction or informal correspondence does not authorize additional compensation. Work resulting from inadequate limits or detail established by the Firm shall not constitute additional Services unless the intended purpose, general project limits, or other requirements have changed.

4.4.5. Invoicing

Each invoice shall reference the applicable Purchase Order number and identify the Services performed, the billing period, and the charges, consistent with the authorized scope and basis of compensation. Hourly and unit-priced charges shall identify applicable classifications, hours or quantities, rates, and extensions. Authorized reimbursable and third-party costs shall include supporting documentation. Invoices shall show the amount previously billed, current charges, and remaining authorized balance.

4.5. Professional Standards, Survey Control, and Deliverables

Services requiring professional land surveying shall be performed under the responsible charge of a Professional Land Surveyor licensed in Colorado. Applicable work shall comply with City surveying and engineering requirements in effect when services are performed, including, as relevant, the Grand Junction Municipal Code, Submittal Standards for Improvements and Development (SSID), Transportation Engineering Design Standards (TEDS), and City Standard Specifications. The Firm shall perform appropriate quality assurance and quality control before submitting deliverables.

4.5.1. Survey Control

Survey and mapping deliverables shall use the Mesa County Local Coordinate System (MCLCS) and the appropriate zone for the project location unless otherwise directed by the City. For field assignments, the Firm shall identify the zone in its task proposal and coordinate with the City if it is uncertain. Vertical control shall be based on NAVD 88 unless otherwise specified.

The Firm shall establish, verify, and document appropriate horizontal and vertical control. Deliverables shall identify the MCLCS zone, datums, units, basis of bearings, benchmarks, control points, transformations, and other information necessary to understand, use, and reproduce the work.

4.5.2. Signing and Sealing

All documents, plats, and reports resulting from the practice of land surveying shall bear the seal, signature, and date of signature of the Colorado-licensed Professional Land Surveyor in responsible charge, in accordance with C.R.S. § 12-120-316 and applicable State Board rules.

Assignments resulting in professional survey mapping shall include one signed and sealed PDF representing the final professional survey deliverable. Required signing and sealing are included in the authorized assignment and are not additional services. Final DWG, LandXML, Excel, and other electronic survey data

shall correspond to the signed and sealed deliverable. One signed and sealed electronic copy is sufficient unless filing, recording, permitting, or project-specific requirements provide otherwise.

4.5.3. Deliverables and Records

Deliverables shall suit the authorized service category and intended use. They may include survey documents, plats, legal descriptions, exhibits, review comments, reports, control and point data, CAD mapping, surfaces, GIS-compatible data, imagery, point clouds, photographs, and supporting survey records. Document-review assignments do not require field-survey or mapping formats unless expressly authorized.

Unless otherwise specified, final survey and mapping deliverables shall be provided in PDF, AutoCAD DWG, LandXML, and Microsoft Excel formats, as applicable to the work performed. The Excel point file shall include final survey points used to prepare the mapping, with at least a point identifier, northing, easting, elevation, description or code, and applicable attributes; the Firm shall provide a code key when needed. DWG files shall contain usable survey mapping and associated data. LandXML files shall contain applicable points, surfaces, breaklines, alignments, profiles, pipe networks, and other supported data produced under the assignment.

The Firm may use its customary CAD layers, conventions, feature codes, and point codes unless otherwise specified for a task. Electronic deliverables shall be organized and documented for use by the City and its consultants, with referenced and supporting files included, and with no reliance on proprietary or external data not provided. Information shall distinguish field observations, records, calculations, utility markings, and other sources where material to its use.

Where remote-sensing or reality-capture methods are used, applicable imagery, orthophotography, point clouds, elevation data, and related products developed under the assignment shall be supplied in usable industry-standard formats unless otherwise directed. The Firm shall prepare and file, or record required monument records, plats, and other survey documents when required for its authorized work.

Upon completion of each assignment, the Firm shall provide all required final deliverables, supporting electronic files, recorded documents, and other records identified in this Scope of Services or in the written task authorization.

4.6. Special Conditions/Provisions

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

All questions related to this solicitation, including the procurement process, scope of Services, or Contract terms, shall be directed in writing to:

Kathleen Franklin, Purchasing Agent
kathleenf@gjcity.org

No communication is to be directed to any other City personnel. Unauthorized contact may result in the disqualification of the Proposer.

4.6.2. Grant-Funded Work Compliance and Regulatory Requirements

Services may be funded through grants or other financial assistance from the Colorado Water Conservation Board (CWCB), U.S. Bureau of Reclamation (USBR), Colorado Department of Transportation (CDOT), or other State or Federal agencies. The City will identify known funding sources and applicable requirements for each affected assignment.

Active SAM.gov registration is not required at proposal submission. Proposers with active registration should provide their Unique Entity Identifier (UEI) and current registration documentation with their proposals. Firms meeting applicable registration and eligibility requirements may be considered for grant-funded assignments. When required for an assignment, the Firm shall obtain or maintain active registration and provide current documentation before authorizing the affected Services and upon the City's request.

The Firm shall comply with funding requirements applicable to its authorized Services and provide timely scopes, fee estimates, invoices, reports, certifications, and supporting records needed for grant applications, reimbursement, audit, or closeout. Applicable requirements shall extend to subconsultants, subcontractors, and specialty providers as required by the funding source. Use of an awarded Contract for a grant-funded assignment remains subject to applicable procurement requirements and funding agency approvals.

The City may use the resulting Contract(s) for grant-funded assignments when the solicitation, selection process, Contract terms, and assignment procedures satisfy the applicable funding requirements. Before authorizing an affected assignment, the City will determine whether additional documentation, provisions, approvals, or procurement procedures are required. The Firm shall cooperate in meeting those requirements. The City reserves the right to conduct a separate solicitation when necessary to meet funding requirements. Award under this RFP does not guarantee eligibility for every grant-funded assignment.

4.6.3. Budget and No Guaranteed Work

The City establishes approved, allocated budgets annually for individual projects, which may include surveying and related Services. The City is not disclosing an estimated annual expenditure for the resulting on-call Contract(s).

Award does not guarantee any minimum expenditure, number of assignments, volume of Services, or compensation. Each assignment is subject to available appropriated funds, acceptance of a project-specific Scope of Services and Fee Proposal, required City approvals, and issuance of a Purchase Order under Section 4.4. The City may perform Services with its own resources or procure Services separately.

4.6.4. Key Staff Reassignment

Key Personnel identified in the Proposal shall be assigned to an authorized assignment and shall not be reassigned or replaced without the prior written approval of the City. If a change in Key Personnel is necessary, the Firm shall notify the City in writing and shall propose replacement personnel with

qualifications and experience comparable to those of the individual being replaced. No reassignment or replacement shall be effective without the City's written approval**.**

4.6.5. City Staff Coordination and Deliverable Review

If the City determines that an unreasonable amount of City staff time is required due to incomplete or substandard deliverables, the City may require corrective action at no additional cost to the City and may withhold payment until acceptable deliverables are received, in accordance with the Contract.

4.6.6. Rate Sheets and Fee Requirements

Each Proposer shall submit comprehensive rate sheets covering all labor classifications and Services offered within its proposed service categories. Rate sheets may use the Proposer's standard format but shall clearly identify:

- Professional, technical, administrative, field, and office labor classifications, applicable qualifications or experience levels, and hourly billing rates;
- Survey crew configurations, hourly rates, and included personnel, vehicles, equipment, and technology;
- Hourly, daily, unit, or flat-rate charges for surveying, mapping, scanning, utility locating, subsurface investigation, and other offered Services, as applicable;
- Equipment and specialty technology charges, including what is included in labor or crew rates;
- Subconsultant, subcontractor, and specialty-provider charges, including any proposed markups;
- Travel, mileage, mobilization, demobilization, minimum charges, overtime or premium rates, reimbursable expenses, and other potential charges; and
- Billing units, minimum billing increments, rate inclusions, exclusions, and conditions of use.

Labor and crew rates shall include applicable overhead, administration, insurance, and profit. Separately billable items shall be expressly identified, and costs included in one rate shall not be billed again under another item.

Rates will not be scored or used to rank Firms; they will support review and negotiation of fair and reasonable compensation and development of project-specific fees. Rates accepted by the City shall be incorporated into the Contract and remain firm in accordance with Section 4.9.

Each assignment's fee shall cover all costs necessary to complete the authorized Services. Inclusion of a charge on a rate sheet does not independently authorize that charge for an assignment. Minimum charges, travel, equipment, third-party costs, and other separately billable items must be expressly identified in the project-specific Fee Proposal and accepted through the Purchase Order process in Section 4.4.

All proposed fees and rates are subject to City review and negotiation. Services or rates not established in the Contract require City approval and incorporation into the applicable Contract Documents before the affected work is authorized.

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

4.6.7. Assignment Compensation Limits

Each Purchase Order shall establish the assignment's basis of compensation and not-to-exceed amount. Unless a lump-sum or other payment basis is expressly accepted, compensation shall be based on actual authorized hours, quantities, and approved costs at the applicable Contract rates, subject to the assignment's not-to-exceed amount.

A not-to-exceed amount is a maximum authorization and does not entitle the Firm to payment of the unused balance. The Firm shall manage its work within the authorized amount and promptly notify the City of any anticipated overrun. Underestimating the effort required to complete the accepted scope does not, on its own, justify additional compensation.

Increases in compensation or changes to the authorized Services require advance approval through the process in Section 4.4.4.

4.6.8. Contract

Each resulting Contract shall become effective upon execution by duly authorized representatives of both Parties. The Contract Documents shall include the executed Contract, this RFP and its Addenda, and the portions of the Firm's proposal, rate sheets, and written clarifications expressly accepted and incorporated by the City. The City's terms and conditions shall control over conflicting Firm-provided terms.

Individual assignments shall be authorized through Purchase Orders incorporating accepted project-specific Scopes of Services and Fee Proposals under Section 4.4. A Notice of Award or execution of the on-call Contract does not independently authorize assignment work.

Changes to the Contract require a written Contract Amendment executed by duly authorized representatives of both Parties. Assignment changes shall follow Section 4.4.4. No verbal agreement or informal communication shall modify the Contract or authorize additional Services or compensation.

The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements set forth 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.

4.7. Project Manager

The City will identify a Project Manager or designated Point of Contact for each assignment. This representative will coordinate technical requirements, review proposed scopes and fees, monitor performance, and review and accept deliverables.

The Firm shall coordinate assignment activities with that representative. Technical direction or acceptance by the Project Manager does not, by itself, authorize changes to the scope, compensation, or Contract terms. Authorization shall follow Section 4.4.

4.8. Contract Administrator: The Contract Administrator shall be responsible for all matters related to the administration of the Contract, including the issuance of amendments, modifications, and formal interpretation of the Contract. All contractual inquiries shall be directed:

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 contract administration. This Contract Administrator is authorized to act on behalf of the City only with respect to contractual matters and does not have authority over technical direction, operational oversight, or acceptance of Services or deliverables.

Technical oversight, day-to-day coordination, and acceptance of Services shall be the responsibility of the City's designated Project Manager.

4.9. Contract Term and Renewal: The Contract shall become effective upon the Parties' full execution. **Services shall commence as needed, and continue through December 31, 2027**, unless earlier terminated in accordance with the Contract Documents.

The City may renew the Contract(s) for up to three (3) additional one-year terms, subject to:

- Mutual written agreement between the City and the Firm(s);
- Satisfactory performance as determined by the City; and
- Annual appropriation of funds by the Grand Junction City Council.

Each renewal term shall be governed by the same terms, conditions, specifications, and requirements set forth in the original Contract, unless modified by a fully executed written amendment.

All fees, rates, and pricing shall remain firm and fixed throughout the initial Contract term and any renewal terms exercised by the City. No price adjustments, escalators, surcharges, or other increases shall be permitted unless

expressly authorized through a written Contract Amendment executed by both Parties.

For administrative and financial system purposes, the City may assign a new contract number or issue a new Purchase Order for each renewal term. Such administrative action shall not constitute a modification of the Contract or alter the Contract's pricing, obligations, or other terms.

4.10. Attachments

The following attachment is incorporated into this Solicitation by reference and shall be used, as applicable, when performing authorized assignments:

- Attachment A – Permission to Enter Property (form)

The Firm shall use the City's standard form to obtain the required property access permissions in accordance with Section 4.0. Inclusion of the form does not grant permission to enter any property or replace the requirement to obtain applicable permissions before entry.

4.11. Online Resources

The following resource provides general information about the City's Engineering and Transportation Department. It does not modify or replace the requirements of this Solicitation.

- Engineering and Transportation

4.12. Tentative Calendar of Events

Event and Details	Date
Solicitation Issued/Posted Published via BidNet® Direct – Rocky Mountain E-Purchasing System (RMEPS)	November 2, 2026
Non-Mandatory Pre-Proposal Conference Refer to Section 1.5.	November 12, 2026
Inquiry Deadline All questions regarding this Solicitation must be submitted no later than 5:00 p.m. MST.	November 16, 2026
Final Addendum Issued (if applicable)	November 17, 2026
Proposal Submission Deadline Electronic submission via BidNet® Direct only, prior to 1:00 p.m. MST.	December 1, 2026
Evaluation of Proposals Internal review by City-appointed Evaluation Committee	December 1-7, 2026

Interviews By invitation only; may be conducted virtually or in person. Tentative interview schedule and time blocks: • December 15, 2026 (9:00 a.m. – 1:00 p.m. MST) • December 16, 2026 (10:00 a.m. – 3:00 p.m. MST)	December 15-16, 2026
Notice of Intent to Award (Tentative) Subject to completion of evaluation, interviews, demonstrations, and any required negotiations.	December 18, 2026
Contract Execution Contingent upon all required approvals and funding availability.	January 5, 2027

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 must be submitted electronically via 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 submit proposals well in advance of the submission deadline.
- Instructions for registration are available on the BidNet® Direct website.
- The City does not control or administer vendor access to the BidNet® system. Each Proposer is solely responsible for ensuring successful and timely electronic submission of its Proposal.
- Technical assistance regarding the BidNet® system must be obtained directly from BidNet® at (800) 835-4603, Vendor Support Option 2, prior to the submission deadline.
- Late submissions will not be accepted under any circumstances.
- Proposals received by any means other than the BidNet® system will not be considered.

5.2. Proposal Format and Submission Requirements

Proposers shall submit one complete, fully searchable proposal PDF through BidNet Direct containing the technical proposal, completed Solicitation Response Form, and rate sheets. Properly designated confidential material shall be submitted separately in accordance with Section 1.24.

- **Technical Proposal:** The technical proposal portion of the combined PDF shall be organized in the order of this Section, address each proposed service category, and not exceed thirty (30) pages, subject to the exclusions below.
- **Rate Sheets:** Rate sheets shall be included in a clearly labeled section of the proposal titled “Rate Sheets.” Rate sheets are excluded from the thirty (30)-page limit. Rates will not be scored or used to rank Firms.
- **Confidential Material, if applicable:** A separate document prepared and identified in accordance with Section 1.24.

The thirty-page limit applies to the combined Technical Proposal for all proposed categories. Each single-sided page, or each side of a double-sided page, counts as one page. Pages shall be no larger than 8.5 inches by 11 inches.

The page limit includes the cover letter, executive summaries, resumes, project descriptions, graphics, charts, tables, and narrative appendices. The following are excluded:

- Table of Contents;
- Section dividers containing no substantive proposal content;
- Completed Solicitation Response Form from Section 7.0;
- Submitted rate sheets;
- Copies of professional licenses and certifications; and
- Current SAM.gov registration documentation, if provided.

Confidential designation does not exempt technical narrative from the page limit. Proposers shall not use excluded documents to provide additional narrative that would otherwise count toward the limit.

Pages exceeding the stated limit may not be reviewed or considered. All submitted documents shall comply with Section 1.1.

5.3. Cover Letter

Provide a signed cover letter summarizing the Proposer's interest in the on-call Contract, relevant qualifications, and capacity to support City projects and operations.

The cover letter shall include:

- The Proposer's legal business name;
- Each service category proposed, identified by category letter and title;
- Whether Services within each proposed category will be performed by the Proposer, a subconsultant or subcontractor, or a combination thereof;
- The name, title, telephone number, and email address of the primary contact;
- Identification of the individual or individuals authorized to negotiate and bind the Proposer; and
- The signature, printed name, and title of a duly authorized representative.

Submission constitutes acknowledgment of the Solicitation requirements, subject to exceptions expressly identified under Section 5.5.

5.4. Solicitation Response Form

The Proposer shall complete and submit the Solicitation Response Form provided in Section 7.0. Only the completed form shall be returned; the remainder of the Solicitation shall not be resubmitted. Any requested exceptions shall be submitted in accordance with Section 5.5.

5.5. Exceptions to Terms and Conditions

The Proposer shall clearly identify any exception to the requirements, terms, or conditions of this Solicitation in a single, consolidated section of the Proposal titled “Exceptions.” Each exception shall reference the applicable section number and clearly describe the proposed modification. The Proposer shall not submit a redlined version of the complete Solicitation. Any exception not clearly identified in this section may be deemed waived. The City reserves the right to accept or reject any requested exception, in whole or in part, or to require withdrawal of an exception as a condition of award.

5.6. Rate Sheet Submittal Requirements

Provide comprehensive rate sheets for all labor classifications and Services offered within the proposed service categories, consistent with Section 4.6.6. The Proposer may use its standard format, provided the information is complete and clearly organized.

Rate sheets shall identify:

- Labor classifications, applicable qualifications or experience levels, and hourly billing rates;
- Survey crew configurations, crew rates, and included personnel, vehicles, equipment, and technology;
- Hourly, daily, unit, or flat-rate charges for offered Services;
- Separately billable equipment and specialty technology;
- Subconsultant, subcontractor, and specialty-provider charges and proposed markups;
- Travel, mileage, mobilization, demobilization, minimum charges, overtime or premium rates, reimbursable expenses, and other potential charges; and
- Billing units, minimum increments, rate inclusions, exclusions, and conditions of use.

Identify the categories to which each rate applies. A common rate sheet may cover multiple categories without duplication. Clearly distinguish costs included in labor or crew rates from separately billable items.

Rates shall reflect the pricing requirements and initial and renewal terms stated in Section 4.0. Any requested exception shall be identified in accordance with Section 5.5.

No overall Contract fee or total not-to-exceed proposal is requested. Each assignment’s Scope of Services, fee, schedule, and compensation limit will be established through the process in Section 4.4.

Rates will not be scored or used to rank Firms. Submission of a rate or charge does not constitute City acceptance or authorization to incur that charge.

5.7. Capacity, Credentials, Experience, and References

Demonstrate the Proposer's qualifications and capacity for each proposed service category. Common Firm and personnel information may be provided once and cross-referenced. Proposers are not required to demonstrate capability in categories they do not propose.

Address the following:

A. Category Qualifications and Experience: Describe relevant experience, specialized capabilities, and resources for each proposed category. Identify which Services will be performed directly and which will be performed by proposed subconsultants, subcontractors, or specialty providers.

B. Key Personnel and Credentials: Identify the proposed Contract manager, assignment managers, Colorado-licensed Professional Land Surveyors, and other key personnel. Describe their roles, relevant experience, licenses, certifications, and availability. Identify the personnel who will exercise responsible charge where professional land surveying is required. Provide applicable license numbers and copies of relevant licenses and certifications.

C. Staffing and Capacity: Describe available field crews, office personnel, equipment, software, and specialty resources. Explain how the Firm will manage concurrent assignments, fluctuating workloads, scheduling commitments, and continuity during staff absences.

D. Team Organization: Describe reporting relationships, communication responsibilities, and coordination with proposed subconsultants, subcontractors, and specialty providers. Explain the team's relevant experience working together.

E. Relevant Projects and References: Provide at least three (3) project references for comparable Services completed within the past five (5) years. Collectively, the examples shall demonstrate relevant experience for every proposed category; additional examples may be provided as needed. A project may demonstrate experience in multiple categories. Three references per category are not required.

For each project, identify:

- Client organization and reference contact name, title, telephone number, and email address;
- Project location, description, and applicable service categories;
- Services and deliverables provided;
- The Proposer's role and any Services performed by others;
- Key personnel involved and whether they are proposed for this Contract;
- Project duration and completion date; and
- Material technical, coordination, or schedule challenges and how they were resolved.

Experience attributed to a subconsultant or individual shall be clearly distinguished from the Proposer's own experience.

F. **Assignment Management and Reliability:** Describe how the Firm identifies scope limitations, manages schedules and resources, communicates changed conditions, and obtains authorization before performing additional Services. Provide relevant examples without including proposed rates or fees.

G. **Grant Eligibility Documentation, if Available:** Proposers with active SAM.gov registration should provide their Unique Entity Identifier (UEI) and current registration documentation. Registration is not required at the time of proposal submission. Eligibility for grant-funded assignments remains subject to Section 4.6.2.

5.8. Strategy and Service Delivery Plan

Provide a practical approach to delivering on-call Services within each proposed category. Address common procedures once and identify material differences among categories.

The plan shall address:

- **Assignment Scoping:** How the Firm will evaluate the City's intended purpose and desired outcome, establish appropriate survey limits and detail, identify necessary supporting Services, and prepare project-specific Scopes of Services and Fee Proposals.
- **Response and Scheduling:** Expected response time to assignment inquiries, typical lead times for scoping and mobilization, availability for time-sensitive requests, and management of concurrent assignments. Identify material capacity or scheduling limitations.
- **Technical Methods:** Proposed field and office methods, survey control verification, records research, data collection, and appropriate use of surveying, locating, mapping, or reality-capture technologies.
- **Quality Assurance and Quality Control:** Procedures for checking field data, calculations, plats, legal descriptions, mapping, electronic files, and other deliverables before submission, including responsible-charge review and signing and sealing where required.
- **Coordination and Safety:** Coordination with City staff, property owners, utilities, construction contractors, and separately assigned Firms, including access, traffic control, confined-space precautions, and specialty operations where applicable.
- **Deliverables and Records:** Preparation of usable deliverables in the formats required by Section 4.0, supporting documentation, file organization, and correction of identified deficiencies.
- **Authorization and Change Management:** Compliance with the Purchase Order authorization process, monitoring of assignment progress and authorized limits, and timely notification of conditions requiring a revised scope, schedule, or fee.

- **Grant-Funded Assignments:** Ability to furnish required certifications, records, reports, and supporting documentation and comply with assignment-specific funding requirements.
- **Efficiency and Improvements:** Methods or technologies that improve accuracy, coordination, turnaround, or usability of deliverables. Describe these benefits without including proposed rates or fees.

A project-specific work plan or detailed project schedule is not required with the proposal. These will be developed for individual assignments under Section 4.4.

5.9. Legal Proceedings and Litigation

The Proposer shall disclose any pending litigation, regulatory action, or administrative proceeding, and any such matter concluded within the past five (5) years, that could reasonably affect the Proposer's ability to perform the Services or materially relates to the Services required under this Solicitation. For each matter, provide a brief description of the underlying issue and its current status or outcome. If none, state "None."

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

5.10. Additional Data (Optional)

Each Proposer may provide any additional information relevant to its qualifications and capabilities. This may include:

- Specialized expertise or industry innovations
- Use of advanced technologies or sustainable practices
- Specialized surveying, utility investigation, mapping, or data-delivery capabilities relevant to the proposed categories
- Other distinguishing factors that enhance the Proposer's ability to fulfill the objectives of this solicitation

This section is optional, but Proposers are encouraged to include information that may strengthen the proposal and demonstrate added value to the City.

Additional data remains subject to the Technical Proposal page limit and shall not include proposed rates or fees.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An Evaluation Committee appointed by the City will evaluate responsive proposals based on demonstrated qualifications, relevant experience, personnel, capacity, understanding of the City's needs, proposed service delivery approach, and quality control procedures.

Evaluation and ranking will be conducted separately for each service category. A Proposer may receive different scores and rankings in different categories. Proposers will be evaluated only for the categories they propose and will not be penalized for omitting other categories.

The City intends to identify one or more qualified Firms within each category to provide on-call Services. Rates and fees will not be used to score or rank Firms.

6.2. Evaluation Summary

Proposals will be evaluated and ranked according to the evaluation criteria categories and respective weightings identified in this Section. In conducting its evaluation, the City reserves the right to:

- Accept or reject any proposal, or any portion thereof.
- Waive informalities or minor irregularities in proposals.
- Consider the Proposer's past performance on similar projects, including work performed for the City or other public agencies.
- Request clarification or additional information from one or more Proposers; and
- Make an award, if any, in the best interest of the City.

The City will evaluate proposals using the qualitative criteria and weights in Section 6.3. Rate sheets are required as part of the proposal but will not be assigned points or considered in qualifications-based scoring, ranking, or shortlisting. Following qualifications-based selection, the City will review and negotiate rates and other compensation terms as provided in Section 6.3.3.

6.3. Scoring Criteria

Each Evaluation Committee member will independently evaluate and score qualitative criteria using a numeric scale of one (1) to ten (10):

Score	Description
1–2	Unsatisfactory: Significant deficiencies; fails to demonstrate the required capability or approach.
3–4	Poor: Limited relevant information; substantial weaknesses or concerns.

5–6 Adequate: Demonstrates the required capability and an acceptable approach, with limited strengths.

7–8 Good: Demonstrates relevant experience, a sound approach, and identifiable strengths with few weaknesses.

9–10 Excellent: Demonstrates outstanding qualifications, a thorough approach, and a high likelihood of successful performance.

Mandatory submission and eligibility requirements will be reviewed before qualitative scoring. A numerical score does not cure a failure to satisfy a mandatory requirement.

Each criterion's weighted points will be calculated as follows:

(Raw Score ÷ 10) × Maximum Criterion Points = Weighted Criterion Points

The weighted criterion points will be added to produce each evaluator's total score out of 100. The City will average the completed evaluator totals for each Proposer within each service category before applying Section 6.3.2.

6.3.1. Evaluation Criteria and Weighted Values — Qualitative 100%

The following criteria and weights apply separately to each service category:

Evaluation Category	Weight	Maximum Points	Description
Responsiveness to RFP Requirements	5%	5	Completeness, organization, clarity, and responsiveness of the technical submission, including clear identification of the proposed category and the information required by Section 5.0.
Understanding of City Objectives and Category Requirements	20%	20	Understanding of the intended uses of the Services, category-specific responsibilities, necessary supporting Services, assignment scoping, coordination needs, constraints, and required outcomes described in Section 4.0.
Qualifications, Experience, References, and Capacity	30%	30	Relevant Firm and team experience; qualifications and credentials of proposed personnel; responsible-charge arrangements where applicable; comparable project performance and references; equipment and specialty resources; availability; and capacity to manage concurrent assignments.

Strategy and Service Delivery Plan	30%	30	Practicality and effectiveness of the proposed technical methods, assignment-scoping process, scheduling, response commitments, communication, coordination, safety measures, management of specialty providers, and compliance with the City's authorization and change procedures.
Quality Assurance, Quality Control, and Deliverables	15%	15	Procedures for verifying records, control, field observations, calculations, reviews, and other applicable work; checking accuracy and completeness; resolving discrepancies; documenting limitations; and providing usable, coordinated deliverables and supporting records in the required formats.
Total	100%	100	

Common Firm information may support evaluation in multiple categories. Category-specific scores shall reflect the relevance and strength of that information for the category being evaluated.

Proposed technologies, innovations, or additional capabilities may be considered only to the extent they demonstrate strengths under the published criteria. No separate points will be awarded for unrequested Services or capabilities unrelated to the category.

6.3.2. Score Normalization Method

For each service category, the highest average weighted qualitative score will establish the benchmark and receive a normalized score of 100 points. Other Proposers within that category will receive proportionally adjusted scores using the following formula:

(Proposer's Average Weighted Qualitative Score ÷ Highest Average Weighted Qualitative Score in the Category) × 100 = Normalized Qualitative Score

Normalized scores will establish the qualifications-based ranking within each category. Scores will not be combined across categories, and no pricing points will be added.

6.3.3. Rate Sheet Review – Not Scored

Proposers shall include the rate sheets required by Sections 4.6.6 and 5.6 within their proposals. Submission of required rate sheets will be verified during the compliance

review. The amount of a proposed rate or fee will not affect qualitative scores, rankings, or shortlisting.

Following qualifications-based ranking and selection, the City will review the selected Firm's rate sheets for completeness, clarity, compliance, and reasonableness and may request supporting information or negotiate rates, inclusions, billing conditions, and other compensation terms.

No overall Contract fee is requested or scored. Project-specific Scopes of Services, fees, schedules, and compensation limits will be established through the assignment process in Section 4.4.

6.4. Shortlisting Proposers

The City may establish a shortlist separately for each service category using the qualifications-based rankings developed under Section 6.3. A Firm may be shortlisted in one or more categories. The City may select different numbers of Firms for further consideration in different categories, consistent with the award provisions of this Solicitation.

Compliance Review

All proposals will undergo an initial review to confirm compliance with the mandatory requirements of this Solicitation.

The City's Purchasing Agent may request written clarifications from Proposers to resolve minor ambiguities, confirm understanding of the proposal, or verify compliance with submission requirements.

A request for clarification does not authorize a material revision to a proposal unless expressly permitted by the City under the Solicitation.

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 evaluator scores will be compiled into a consolidated Evaluation Matrix to assist the Committee in establishing rankings and identifying the most qualified Proposers.

Scores and rankings shall be maintained separately for each service category. Reference-check findings shall be considered under the applicable published criteria before final qualifications-based rankings are established.

6.5. Experience and Reference Checks

The City reserves the right to conduct reference checks for one or more of the highest-ranked Proposers to verify qualifications, past performance, and reliability. Reference checks may include, but are not limited to, inquiries regarding:

- Performance on projects or on-call assignments relevant to the service category that is being evaluated.
- Adherence to schedules, budgets, and contractual requirements; and
- Responsiveness, professionalism, and quality of work.

The City may contact references provided by the Proposer and/or other sources known to be familiar with the Proposer's performance. The City may also request additional supporting materials or work samples, and, if applicable, conduct site visits, for the purpose of verifying information contained in the proposal and further evaluating the Proposer's qualifications and capabilities.

6.6. Interviews or Presentations

At the City's discretion, one or more Proposers determined to be the highest ranked within the applicable service category may be invited to participate in interviews or presentations. Interviews may be conducted in person or virtually and are intended to further evaluate the Proposer's qualifications, proposed approach, and ability to successfully perform the Work.

The City reserves the right to determine the number of Proposers invited to interview and to adjust interview thresholds based on the quality of proposals and the level of competition. Shortlisted Proposers will be notified in writing. Interview dates and times will generally align with the Tentative Calendar of Events and may be modified as needed.

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

- Understanding of the City's needs and objectives.
- Proposed approach, methodology, and work plan.
- Key personnel and organizational capacity; and
- Quality assurance, quality control, and suitability of proposed deliverables.

Interviews or presentations will not be numerically scored or used to recalculate written proposal scores. Following the interviews, the Evaluation Committee will discuss the shortlisted Firms' demonstrated qualifications, approach, personnel, and ability to meet the City's needs in accordance with the published evaluation criteria. The Committee will document its consensus recommendation identifying the Firm or Firms best qualified for award within each category, including primary and secondary designations, if applicable. The recommendation may differ from the written proposal rankings based on information obtained during interviews. Rates and fees shall not be considered in the Committee's selection recommendation.

Participation in an interview or presentation does not guarantee an award.

6.7. Negotiations

Following completion of the written evaluation and any interviews, the City may negotiate with the Firm or Firms recommended for award within each category. Negotiations shall follow the final order of preference established through the qualifications-based evaluation and documented Committee recommendation.

Negotiations may address accepted service categories, staffing, technical approach, rate sheets, billing conditions, Contract exceptions, and other terms necessary to establish the resulting Contract. Negotiated pricing will not be used to revise qualifications-based rankings.

If satisfactory terms cannot be reached with a selected Firm, the City may formally conclude those negotiations and proceed to the next-ranked Firm within the applicable category. A Firm selected for multiple categories may receive a single Contract that identifies all awarded categories.

Individual assignment scopes and fees will be developed and authorized under Section 4.4.

6.8. Award

The City reserves the right to exercise full discretion in the evaluation and award process, and may take the following actions, at its sole discretion and in accordance with applicable law:

- Award one or more Contracts within each service category based on the qualifications-based evaluation, any documented interview consensus recommendation, and successful negotiations, including designating primary and secondary Firms within a category. A Firm may receive an award in one or more categories.
- Reject any or all proposals and waive any informalities, technicalities, or irregularities.
- Accept, reject, or negotiate portions of one or more proposals.
- Consider a Proposer’s past performance with the City or other public agencies; or
- Decline to make an award in a category when no proposal demonstrates sufficient qualifications or satisfactory Contract terms cannot be established.

Any award recommendation is subject to final approval by the appropriate City authority.

6.9. Contract Execution

The selected Proposer shall be required to execute the contract within the timeframe specified after the award notice. Failure to execute the Contract in a timely manner may

result in the withdrawal of the award, the selection of the next-highest-ranked proposer, or the cancellation of the solicitation.

Any award is contingent upon the availability of funding, the completion of all required approvals, and the successful negotiation of final contract terms.

6.10. Notice of Intent to Award & Protest Procedures

The City may issue a Notice of Intent to Award prior to final contract execution.

Any formal protest shall be submitted in writing in accordance with the deadlines, procedures, and requirements of Chapter 13 of the City's Procurement Policy.

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Section 7.0. Solicitation Response Form

RFP-6006-26-KF "On-Call Professional Surveying, Mapping, and Related Services"

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

Service Categories Proposed

Select each service category included in this Proposal. Proposers may submit for one or more categories and are not required to offer all categories.

- ☐ **Category A — Topographic, Improvement, and Design-Support Surveying**
- ☐ **Category B — Boundary, Right-of-Way, Easement, and Land Records Surveying**
- ☐ **Category C — Construction Surveying and Staking**
- ☐ **Category D — Construction As-Built and Record Surveying**
- ☐ **Category E — Survey Submittal and Plat Review**
- ☐ **Category F — Utility Locating and Subsurface Investigation**
- ☐ **Category G — Geospatial Mapping and Reality Capture**

The categories selected shall match those identified in the Cover Letter and addressed in the Proposal. For each selected category, provide the qualifications, personnel, service delivery approach, and applicable rate sheets required by Section 5.0. Identify any Services to be performed by subconsultants, subcontractors, or specialty providers.

The City may award fewer categories than proposed and may designate primary and secondary Firms within a category.

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 and schedule of fees and services attached hereto.

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 and provide the services/work 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's payment terms are Net 30 calendar days from receipt of a complete and approved invoice.

- A prompt payment discount of _____ percent (%) of the net invoice amount

  will be offered to the City if the invoice is paid within _____ calendar days following receipt of a complete and compliant invoice. Any offered prompt-payment discount will not be scored or considered in qualifications-based ranking or selection. The discount period shall be at least ten (10) calendar days (Net 10).

RECEIPT OF ADDENDA

The undersigned Proposer acknowledges receipt of all Addenda issued for this Solicitation, including modifications to the Specifications and Contract Documents.

- **Total number of Addenda received:** _____

The Proposer is solely responsible for reviewing and acknowledging all Addenda issued in connection with this Solicitation as part of the Proposal submission.

Additionally, the Proposer must submit:

- A letter signed by the entity's Owner or a Statement of Authority delegating authorization to act on behalf of the Proposer.
- A completed and current IRS Form W-9 before 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: _____

The remainder of this page has been intentionally left blank.

Subcontractor Disclosure

The Proposer shall identify all subcontractors proposed to perform Services under the Contract, including the name of the firm, the services to be provided, and the qualifications of key personnel assigned to the Project.

The City reserves the right to evaluate the qualifications, certifications, experience, capacity, and past performance of any proposed subcontractor and to reject any subcontractor that, in the City's judgment, does not possess the qualifications necessary to perform the assigned Services.

The Proposer shall remain fully responsible for the performance of all subcontractors and their personnel. Use of subcontractors shall not relieve the Proposer of any obligation, requirement, or liability under the Solicitation or any resulting Contract.

No subcontractor identified in the Proposal may be substituted, and no additional subcontractor may be engaged following Contract award without the prior written approval of the City.

The Proposer shall ensure that all subcontractors possess any licenses, certifications, registrations, qualifications, permits, or other credentials required to perform the Services assigned to them.

Name, Address, City, and State of Subcontractor	Description of Service(s) to be Performed	Applicable Service Category or Categories and Anticipated Role

If no subcontractors are proposed, the Proposer shall indicate “None.”

Certifications

By signing the Solicitation Response Form, the Proposer certifies that all identified subcontractors are qualified to perform the proposed Services and shall comply with all applicable Contract requirements, including licensing, certification, regulatory requirements, confidentiality obligations, insurance requirements, and safety obligations.