



The City of Grand Junction New Supplier Portal!

Hello Supplier,

The City of Grand Junction has transitioned our financial management system to a new online cloud-based solution. The new system is called the GJ Cloud. Beginning **April 7, 2025**, new suppliers will have the opportunity to register, and existing suppliers will access our new cloud Supplier Portal to do business with us. GJ Cloud will streamline the way we do business and provide a more efficient means for payment processing.

[Self-Service Supplier Registration Link](#) (Supplier Account Creation)

[GJ Cloud Supplier Portal](#) (Supplier Account Access)

NOTE: The Supplier Portal and registration is **not** for bidding opportunities. Suppliers will continue to utilize BidNet Direct, and City's Purchasing website.

The Supplier Portal will be your primary communication channel to the Accounts Payable Division, and as such, you will be able to:

- View and update your supplier profile information
- View purchase orders and invoices, if applicable
- Track payment status, if applicable

For step-by-step instructions on using the supplier registration process, please refer to the following Scribe resource: [Self-Service Supplier Registration Process](#) (link).

If you encounter any issues or need assistance, feel free to email us at suppliers@gjcity.org or call 970-549-5166

Thank you and we look forward to doing business with you through GJ Cloud.



Request for Proposal

RFP-5654-25-KF

Visit Grand Junction Foundation Repair

Responses Due

May 12, 2025, before 1:00 p.m. Mountain 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 purchasing agent does not have access to or control the vendor side of RMEPS.
If technical issues arise during submission, the Proposer MUST contact
RMEPS to resolve the issue before the response deadline 800-835-4603).

Virtual Solicitation Opening

All City solicitation openings will be held virtually. See Section [1.9.] for details.

Purchasing Agent Contact

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

Table of Contents

Section 1.0: Administrative Information & Conditions for Submittal	3
Section 2.0: General Contract Terms and Conditions	10
Section 3.0: Insurance Requirements	23
Section 4.0: Specifications/Scope of Services	24
Attached Documents – Appendices	29
Appendix A – Plan Set.....	29
Appendix B – Level Survey 2023, 2024 and 2025	29
Appendix C – Geotechnical Report.....	29
Tentative Calendar of Events:	29

Event	Date/Time
Solicitation Published	April 14, 2025
Non-Mandatory Site Visit	April 23, 2025, at 10:00 a.m. MDT
Deadline for Questions/Clarifications	April 30, 2025 (Close of Business)
Final Addendum Issued (if applicable)	May 2, 2025
Proposal Submission Deadline	May 12, 2025, before 1:00 p.m. MDT (<i>electronic submission only via BidNet</i>)
Evaluation of Proposals	May 12 – 15, 2025
Interviews (if required)	Week of May 19, 2025
Final Selection	May 21, 2025
Contract Execution	May 28, 2025
Bonding and Insurance Due	June 9, 2025
Work Start Date	Upon receipt of the Notice to Proceed
Final Completion Date	Within 45 Calendar Days of the Notice to Proceed

Section 5.0: Preparation and Submittal of Proposals	31
Section 6.0. Evaluation Criteria and Factors	33
Section 7.0. Solicitation Response Form	37

Section 1.0: Administrative Information & Conditions for Submittal

- 1.1. **Americans with Disability Act (ADA) Compliance Mandate:** Following HB21-1110, all documents produced and submitted in response to this solicitation must adhere to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability, as established by the Office of Information Technology under section §24-85-103 (2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.2. **Required Review:** The Proposer is responsible for thoroughly reviewing all solicitation documentation to gain a comprehensive understanding of the scope, specifications, project requirements, and all associated rules, regulations, laws, conditions, instructions, and procurement policies related to the solicitation process and the Project or Work outlined in this Request for Proposal (RFP).
- 1.3. **Issuing Office:** This solicitation is issued by the City of Grand Junction, Colorado (hereafter "City"). The Purchasing Agent responsible for this procurement is:

Kathleen Franklin
kathleenf@gjcity.org


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

- 1.4. **Purpose:** The City of Grand Junction, Colorado, solicits competitive proposals from qualified contractors to perform foundation repair services at the Visit Grand Junction building. The goal is to stop further settling and restore the structure to its original elevation. The full Scope of Work, including project requirements and expectations, is provided in Section 4.0. All work shall be completed under the terms and conditions outlined in this solicitation.
- 1.5. **Optional Site Visit:** Prospective Proposers are encouraged to attend a non-mandatory site visit to understand the project requirements and conditions related to the Scope of Services.

Site Visit Details:

 **Date:** May 23, 2025

 **Time:** 10:00 a.m. Mountain Time

 **Location:** Visit Grand Junction 740 Horizon Dr. Grand Junction, CO 81506

This meeting allows Proposers to **inspect site conditions, take necessary measurements, ask questions, and clarify the Scope of Services before submitting a proposal**. Proposers are strongly encouraged to attend to ensure its fee proposals are accurate and fully informed.

Please note:

- Attendance is not required to submit a proposal.
- Statements made during the site visit will not modify the solicitation.
- Only information issued in a written addendum by the City shall be considered official and binding.

- 1.6. The Owner:** The City is the “Owner” under this Contract and shall act through its designated and authorized representative(s). “Owner” and “City” may be used interchangeably throughout this Solicitation and the resulting Contract Documents.

The Owner shall always have access to the Work, regardless of its preparation stage or progress. The Contractor shall provide reasonable and safe access to the Work and cooperate fully with the Owner’s representatives during such visits or inspections.

The Owner may conduct periodic site visits to observe the work's progress and general quality and assess whether it is proceeding following the Contract Documents. Based on these observations and the Contractor’s Application for Payment, the Owner will determine the amounts due and may issue Certificates for Payment as outlined in the Contract.

The Owner shall have the authority to reject any Work that does not conform to the Contract Documents. If, in the Owner’s reasonable judgment, it is necessary to ensure compliance with the intent of the Contract, the Owner may direct the Contractor to stop Work, in whole or in part, or to require additional inspections or testing, regardless of whether the Work in question is complete, in progress, or yet to be fabricated or installed.

Notwithstanding the foregoing, the Owner shall not be responsible for the acts or omissions of the Contractor, its Subcontractors, agents, employees, or any other person performing any portion of the Work.

- 1.7. The Contractor/Firm:** “Contractor” and “Firm” are used interchangeably throughout this Solicitation and refer to the individual, entity, or organization identified in the Agreement and Contract Documents. The Contractor, acting through its authorized representatives, is responsible for reviewing, understanding, and coordinating all components of the Contract, including but not limited to the General Conditions, Agreement, Specifications, Drawings, Scope of Services/Work, Addenda, and any Modifications.

In writing, the Contractor shall promptly notify the Owner of any errors, omissions, inconsistencies, or ambiguities discovered within the Contract Documents. The Contractor shall not proceed with the affected portion of the Work until the Owner has

clarified such issues. The Contractor shall not be held liable for damages caused by errors, omissions, or inconsistencies in the Contract Documents that were not reasonably discoverable or that were promptly reported to the Owner.

Under no circumstances shall the Contractor/Firm commence Work based on unclear or incomplete Drawings, Specifications, or Interpretations.

- 1.8. Compliance:** By submitting a proposal, the Proposer affirms its commitment to comply with all terms, conditions, requirements, and instructions outlined in this solicitation, including any modifications made through addenda. Should a Proposer identify any ambiguity, omission, or conflict within the solicitation documents that might impact its/his/her understanding of the requirements? In that case, the Proposer must seek clarification from the Purchasing Agent before the inquiry deadline. Failure to do so shall not relieve the Proposer of its obligation to fulfill the requirements of the Contract.
- 1.9. Controlling Authority:** The 2024 version of the City [Procurement Policy](#) is controlling.
- 1.10. Submission:** Proposers shall prepare and submit its/his/her proposal following the requirements outlined in **Section 5.0.—Preparation and Submittal of Proposals**. All proposals must follow the specified formatting, content, and submission guidelines detailed therein.

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

Solicitation Title: Visit Grand Junction Foundation Repair

Solicitation Number: RFP-5654-25-KF

Date/Time: May 12, before 1:00 p.m. (America/Denver)

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

🔗 <https://meet.goto.com/660059381>

Or join the meeting by phone.

Access Code: 660-059-381

United States: [+1 \(872\) 240-3412](tel:+18722403412)

To join from a video-conferencing room or system:

Meeting ID: 660-059-381

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

Or dial directly: 660059381@67.217.95.2 or 67.217.95.2##660059381

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

🔗 <https://meet.goto.com/install>

- 1.11. Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon issuing an award and executed contract, the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). Public disclosure is contingent upon adherence to pertinent laws in instances of this Solicitation or Project cancellation.
- 1.12. Public Disclosure Record:** If the Proposer knows its employee(s) or subcontractors having an immediate family relationship with an Owner employee or elected official, the Proposer must provide the Purchasing Agent with the name(s) of the individuals. The individuals must file a "Public Disclosure Record" and/or a statement of financial interest before conducting business with the Owner.
- 1.13. 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 reasonable belief of collusion among the Proposers will be rejected. At its discretion, the Owner reserves the right to accept future proposals for the same service(s) or work from participants identified in such collusion.
- 1.14. Gratuities and Kickbacks:** The Proposer(s) certifies that no gratuities, kickbacks, or contingent fees have been or will be offered, solicited, or paid in connection with this Proposal or any resulting Contract. This includes, but is not limited to, the offering or payment of commissions, gifts, or other considerations contingent upon a Contract's award. If the Contractor breaches this certification, the Owner reserves the right to terminate the Contract immediately without liability and may pursue all available legal remedies.
- 1.15. 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 Owner that could influence, or appear to influence, the procurement process. Additionally, the Proposer(s) shall not enter into any business arrangement or financial relationship with any such individuals that may create a conflict of interest or undermine public trust. Any violation of this provision may result in disqualification from consideration, contract termination, and potential legal consequences.
- 1.16. Altering the Proposal:** The Proposer must initiate any alterations before the opening date and time. Proposals may not be changed or amended after the submission deadline.
- 1.17. Multiple Offers:** If a Proposer(s) submits more than one proposal, THE ALTERNATE PROPOSAL must be marked "ALTERNATE PROPOSAL." The Owner reserves the right to make the award in the Owner's best interest.
- 1.18. Withdrawal of a Proposal:** A submitted proposal must be firm, valid, and binding for ninety (90) days following the submittal deadline and only before the contract award.

- 1.19. Exclusions:** The Owner 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.
- 1.20. Contract Documents:** The Contract Documents include this solicitation, the Proposer's submitted proposal, and supporting documents, and any negotiations when formally accepted by the Owner. These documents collectively constitute a binding and enforceable Agreement (Contract) between the Owner and the Proposer upon acceptance. This Contract represents the entire and integrated agreement between the Owner and the Proposer (collectively, the "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 Amendment.
- 1.21. Questions Regarding Specifications or Scope of Services:** All requests for clarification or interpretation of the Scope of Services, Work, or Specifications must be submitted in writing via email to the Purchasing Agent no later than the close of business on the inquiry deadline. The Owner is not obligated to respond to questions received after the deadline, and any responses provided will be at the Owner's sole discretion.
- 1.22. Acceptance of Proposal Content:** The Proposal selected by the Owner, if any, shall be incorporated into and become part of the final Contract Documents. The successful Proposer's failure to accept or fulfill the obligations outlined in the Contract may result in the cancellation of the award, and such Proposer may be disqualified from future solicitations.

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

- 1.23. 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.

- 1.24. 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 Owner reserves the sole right to accept or reject any proposed exceptions, substitutions, or alternatives.

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

- 1.24.1. Clearly state each exception in a designated section of its proposal, specifying the affected requirement.
- 1.24.2. 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.

- 1.25. **Confidential Material:** All materials submitted in response to this solicitation shall become public records and, upon contract award, shall be subject to public inspection under the Colorado Open Records Act (CORA).

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

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

- 1.25.1. Clearly mark each page or section of the submission containing such information with the words "**Confidential Disclosure**;"
- 1.25.2. Upload confidential information as a separate document; and
- 1.25.3. Provide a written explanation justifying the claim of confidentiality, specifying how disclosure would cause substantial harm to the Proposer's competitive position, consistent with CORA.

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

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

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

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

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

The Owner reserves the unrestricted right to use any concepts, ideas, or adaptations in any proposal received in response to this solicitation. This right extends to all proposals, regardless of the selection status, except where such use is expressly limited by properly designated and approved "Confidential Material" under Section 1.24.

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

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

- 1.27.1.** Possess adequate financial resources or the ability to obtain such resources to ensure financial stability and project capacity. See Section 5.7., for additional information regarding financial disclosures.
- 1.27.2.** Demonstrate the ability to comply with the required or proposed schedule. Proposers should submit documentation of comparable projects completed within the last two years, including:
 - 1.27.2.1.** A comparison of original schedules to actual completion dates
 - 1.27.2.2.** A brief explanation of methods used to manage timelines and mitigate delays
- 1.27.3.** Provide evidence of a satisfactory performance record on projects of similar size, complexity, and scope.
- 1.27.4.** Maintain a satisfactory track record of integrity, ethical business practices, and regulatory compliance.
- 1.27.5.** Be fully qualified and otherwise eligible to receive an award and enter into a legally binding Contract with the Owner.
- 1.27.6.** Ensure full compliance with the requirements outlined in Section 5.0. – **Preparation and Submittal of Proposals.**

- 1.28. Disqualification of a Proposer:** A Proposal will not be accepted from, nor shall a Contract be awarded to, any person, firm, corporation, or entity that is in arrears to the Owner upon debt or Contract, or that has defaulted, as surety or otherwise, upon any obligation to the Owner, or that is otherwise deemed irresponsible or unreliable.

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

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

- 1.28.1.** Submission of more than one Proposal for the same Service/Work by an individual, firm, consultant, contractor, corporation, or entity, whether under the same or different name; and
 - 1.28.2.** Evidence of collusion among Proposers. Any participant found to be engaged in collusion shall be disqualified from consideration for future Service/Work with the Owner until reinstated as a qualified Proposer.
- 1.29. Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Taxes; therefore, all fees shall not include taxes.
- 1.30. Sales and Use Taxes:** The Contractor and all subcontractors must obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes. Proposals shall reflect the removal of Sales and Use Tax on materials, fixtures, and equipment.
- 1.31. Federal Taxpayer Identification Certificate:** Successful Proposer(s) new to conducting business with the City must furnish a completed standard "Federal Taxpayer Identification Certificate (W-9)" before the Contract is executed. Additionally, the City reserves the right to request a current W-9 from established business relationships as necessary.
- 1.32. Public Opening:** The Proposal(s) opening shall be conducted publicly in a virtual meeting following the proposal deadline. Proposers, its/his/her representatives, and other interested parties may attend.

To ensure transparency in the procurement process, all received proposal(s) shall be formally acknowledged during the opening. However, following the nature of an RFP, only the names of the proposing entity and its business location will be disclosed. No pricing will be shared 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, which shall be acknowledged in the Letter

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

If the Proposer's submission deviates in any way from the Owner's stated requirements, such variations must be clearly and thoroughly identified in the proposal. Failure to do so may be deemed a waiver of the right to request modifications to the terms of performance, except as explicitly specified within this solicitation.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and the Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the conditions under which the Service/Work shall be performed and correlated its/his/her observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services/Work as defined in the specifications contained herein.

2.3. Permits, Fees, and Regulatory Compliance: The Contractor shall be responsible for obtaining and paying all necessary permits, governmental fees, and licenses required for the proper execution and completion of the Services/Work. The Contractor must provide all the required notices and comply with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and orders of any public authority, including those of the City, that govern the performance of the Services/Work.

If the Contractor identifies any inconsistencies or conflicts between the Contract Documents and applicable legal or regulatory requirements, the Contractor shall promptly notify the Owner in writing. The Owner will determine the appropriate resolution to reconcile such variances in the City's best interest.

Should the Contractor proceed with any Services/Work knowing it is non-compliant with applicable laws or regulations and fails to provide written notice to the Owner, the Contractor shall assume full responsibility for any resulting consequences and bear all associated costs for corrective actions or penalties.

2.4. Award for Subcontractors and Other Contracts: As soon as practicable after proposals are received and before the award of the Contract, the successful Contractor shall submit to the Owner, in writing and for review and acceptance, a list of the subcontractors or other individuals or entities proposed to perform portions of the Work as identified in the proposal requirements. If no specific portions are designated, the Contractor shall provide the names of those proposed for the principal elements of the Work.

Before the Contract award, the Owner shall notify the Contractor in writing if, after reasonable investigation, it has a valid objection to any proposed subcontractor or entity. If the Owner reasonably and substantially objects to any listed subcontractor or entity and issues a written notice of such objection before the contract award, the Contractor may, without penalty or forfeiture of proposal security, withdraw its proposal.

Should the Contractor elect to proceed, it may submit an alternate subcontractor or entity acceptable to the Owner. If the substitution results in a price adjustment, the Contractor shall include the revised amount in its proposal. The Owner may accept the revised proposal or reject the substitution at its sole discretion.

If the Owner rejects a proposed subcontractor or entity after the Contract award, the Contractor shall promptly submit a qualified and acceptable replacement. Any adjustment to the Contract Sum resulting from such substitution shall be documented in a Change Order. However, no increase in the Contract Sum will be allowed unless the Contractor can demonstrate that it acted promptly and responsively in submitting the original proposed subcontractor or entity before the award.

- 2.5. Supervision and Construction Procedures:** The Contractor shall provide full-time supervision and direction of the Services/Work using the highest degree of care, skill, and attention. The Contractor is solely responsible for:

2.5.1. All means, methods, techniques, sequences, and procedures of construction

2.5.2. Coordination of all phases and portions of the Services/Work

2.5.3. Ensuring the Services/Work is executed under the Contract Documents

The Contractor is also responsible for ensuring the quality and timeliness of all work its employees and subcontractors perform.

- 2.6. Responsibility for those Performing the Services/Work:** The Contractor is fully responsible for the actions and omissions of its/his/her employee(s), subcontractors, and any other individuals performing any of the Services/Work under the Contract.

- 2.7. Use of the Site:** The Contractor shall limit operations to areas authorized by applicable laws, ordinances, permits, and the Contract Documents. The Contractor shall maintain the site in an orderly manner and shall not unreasonably encumber it with materials, equipment, or temporary structures beyond what is necessary to execute the Work.

- 2.8. Cleanup:** The Contractor shall maintain the project site in a clean, safe, and orderly condition throughout the duration of the Work. Waste materials, debris, and rubbish from the Contractor's operations shall be regularly removed to prevent accumulation. Upon completion of the Work, the Contractor shall promptly remove all waste, excess materials, tools, equipment, and temporary facilities from the site, leaving the premises in a neat and acceptable condition as determined by the Owner.

2.9. Miscellaneous Conditions: The Contractor(s) are responsible for verifying the availability of materials, production lead times, and all other relevant factors before submitting a proposal. If any specified materials are discontinued, replaced, or unavailable for an extended period, the Contractor(s) must promptly notify the Owner in writing. Failure to do so may result in delays or contract noncompliance, for which the Contractor shall remain responsible.

2.10. Time: Time is of the essence for completion of the Project, including all milestones and deadlines established in the Contract. Each Proposer must demonstrate to the City's satisfaction the ability to complete the Work within the Contract Time specified in the Contract Documents.

The **Contract Time** refers to the total period allocated to complete the Work. The commencement date will be established in the Notice to Proceed. If no Notice to Proceed is issued, the commencement date shall be the date of the Contract, another date specified therein, or as entered on the Solicitation Response Form.

The **Date of Substantial Completion** is the date certified by the City when construction is sufficiently complete under the Contract Documents, allowing the City to occupy or use the Work or a designated portion thereof for its intended purpose.

2.11. Performance & Payment Bonds: Before the commencement of construction, the Contractor shall furnish a Performance Bond and a Payment Bond, each equal to the full Contract Price, as security for the faithful performance of the Work and for the payment of all obligations arising under the Contract.

These bonds shall remain in effect for the duration of the Warranty Period, as specified in the Special Conditions. The Contractor shall also provide any additional bonds required by the Special Conditions.

2.11.1. All bonds shall be executed on forms provided or approved by the City and issued by surety companies that:

2.11.1.1. Are licensed to do business in the State of Colorado; and

2.11.1.2. Are listed in the current U.S. Department of the Treasury Circular 570, *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies*.

Bonds signed by an attorney-in-fact must be accompanied by a certified copy of the agent's Power of Attorney.

If the surety on any bond furnished by the Contractor becomes insolvent, is declared bankrupt, loses its license to do business in Colorado, or no longer meets the above requirements, the Contractor shall, within five (5) calendar days, provide a replacement bond and surety acceptable to the City.

- 2.12. Retention:** To protect the Owner's interests, a portion of each progress payment will be retained for the construction portion of the Contract. The amount retained shall be five percent (5%) of the value of the completed Work, not to exceed five percent (5%) of the total Contract amount. Once the cumulative retainage reaches this maximum, no further retainage will be withheld from subsequent payments.

All invoices must clearly indicate the amount of retention withheld as a separate line item. The final invoice shall request release of the full retained amount, subject to the Owner's final inspection, acceptance of the Work, and receipt of all required closeout documentation.

Final payment, including the release of retainage, is subject to a public notice and claims period.

- 2.13. Liquidated Damages for Failure to Meet Project Completion Schedule:** Upon the established construction schedule and mutual agreement by the Owner and the Contractor, time shall be of the essence for the completion of the Project. In the event the Contractor fails to achieve Final Completion by the specified date, for any reason not attributable to the Owner, including but not limited to neglect, delay, refusal, or default, the Contractor agrees to pay the City liquidated damages in the amount specified in the Contract for each calendar day that Final Completion is delayed.

The Contractor acknowledges and agrees that, as part of the consideration for the award of this Contract, liquidated damages in the amount of **\$500.00** per day represent a reasonable and necessary estimate of the actual damages the City will sustain due to such delay. The parties acknowledge that the City's damages include but are not limited to additional costs from permit violations (e.g., CDPHE), added engineering, inspection, and oversight by City staff and consultants, increased contract administration time, diversion of City resources, public inconvenience, delays in public benefit from completed work, and reputational harm to the City. These damages are difficult to quantify precisely, and the stated amount is agreed to be fair and enforceable.

The Contractor shall complete all Services/Work and achieve Final Completion as outlined in the Time of Completion Section or within the time specified following the City's written Notice to Proceed. When the Contractor determines the Work is ready for its intended use, it shall certify in writing that the Services/Work is Substantially Complete. Final Completion shall be the date on which all punch list items, cleanup, and outstanding work identified by the City have been fully completed to the City's satisfaction. Unless otherwise stated, for purposes of this provision, time shall continue to accrue until the City issues have written Final Acceptance.

If the Contractor fails to pay the liquidated damages upon demand, the City may first apply any retainage or other funds due to the Contractor to satisfy the amount owed. If such funds are insufficient, the Surety under the Contractor's Performance and Payment Bonds shall be liable for payment. Additionally, the City reserves the right

to withhold any part of such damages from progress or final payments due under the Contract.

The liquidated damages specified in this section are separate from any actual costs the City may incur due to delays to other City contracts caused by the Contractor's untimely performance. If the City incurs such additional costs, the Contractor agrees to reimburse those amounts, and any liquidated damages otherwise owed.

The Contractor further agrees that if it fails to pursue completion diligently and the time for completion has elapsed, the City may use its own forces or engage others to achieve Substantial or Final Completion of the Services/Work. In such cases, the Contractor shall reimburse the City for all costs, expenses, and any applicable liquidated damages.

- 2.14. Contingency/Force Account:** Contingency/Force Account Work refers to minor, unforeseen, or miscellaneous items not specifically included in the Drawings, Specifications, or Scope of Work but deemed necessary for the proper execution and completion of the Project. Such Work shall only be performed upon prior written authorization from the Owner's Project Manager using the City's approved Contingency/Force Account Authorization form.

Contingency/Force Account funds are the sole property of the Owner. Without written approval, the Contractor shall not perform or invoice any Contingency/Force Account Work. Any unused funds after the Project shall remain with the Owner. The Contractor shall have no claim or entitlement to any portion of unutilized contingency funds.

- 2.15. Claims for Additional Cost or Time:** If the Contractor believes it is entitled to an adjustment in the Contract Sum or an extension of the Contract Time, the Contractor shall submit written notice to the Owner within a reasonable period following the event giving rise to the claim. Such notice shall be provided before commencing any portion of the Work related to the claim, except in cases of emergency affecting the safety of persons or property. In this event, the Contractor shall communicate with the City's Project Manager and proceed following the applicable safety provisions of the Contract.

No claim for an adjustment in the Contract Sum or Contract Time shall be valid unless submitted following this provision. Any adjustment to the Contract shall be authorized only by a written Change Order executed by the Owner.

- 2.16. Field Orders:** The Owner may issue written Field Orders to clarify or interpret the Contract Documents following the specifications or authorize minor work changes that do not affect the Contract Sum or Contract Time. The Contractor shall promptly comply with all such Field Orders

- 2.17. Progress & Completion:** The Contractor shall begin Work on the commencement date established in the Contract and carry out the Work diligently, using sufficient resources to ensure timely progress. The Work shall be completed within the Contract Time specified in the Contract Documents.

- 2.18. Payment & Completion:** As stated in the Contract, the Contract Sum represents the total amount payable by the Owner to the Contractor for performing the Service(s)/Work under the Contract. Upon completion of the required deliverable(s), the Contractor shall submit a written notice confirming readiness for final inspection and a detailed invoice for payment. The Owner's Project Manager will promptly conduct an inspection, and when the Service(s) are found in compliance with the Contract and satisfactorily completed, payment shall be processed as outlined in the Contract Documents.

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

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

- 2.19. Protection of Persons and Property:** The Contractor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and orders governing the safety and protection of persons and property. The Contractor shall implement and maintain all necessary precautions to safeguard the public, workers, and property, including but not limited to erecting protective barriers, posting appropriate warning signs, establishing safety protocols, and providing notice to affected parties, including owners and users of adjacent utilities.

Should any direct or indirect damage, injury, or loss to public or private property arise from any act, omission, negligence, or misconduct of the Contractor in the performance of services/work under this Contract or from the Contractor's failure to perform its/his/her obligations, the Contractor shall, at its/his/her sole expense, restore the affected property to a condition equal to or better than its pre-existing state. Restoration shall be completed in a manner acceptable to the Owner. If the Contractor fails to remedy such damage or injury promptly, the Owner reserves the right to take corrective action and recover all associated costs from the Contractor.

- 2.20. Changes in the Services/Work:** The Owner may request changes to the Services/Work within the general scope of this Contract, including additions, deletions, or other modifications. Such changes shall not invalidate this Contract but may require an adjustment to the Contract sum or Contract time.

No change shall be considered authorized, approved, or binding until both Parties fully execute a written Change Order. The Contractor shall not proceed with any changes until the Change Order is fully executed.

All changes must be authorized through a written Change Order, signed by both Parties and executed under the applicable conditions of the Contract Documents. No

Contract sum or Contract time adjustments shall be made except through an approved Change Order.

2.21. Minor Changes in the Services/Work: The Owner may authorize minor changes to the Services/Work that do not alter the Contract sum, extend the Contract time, or conflict with the intent of the Contract Documents.

2.22. Correction of Services/Work: The Contractor shall perform all services and provide all deliverables following industry standards, utilizing the prevailing skill, care, and expertise expected in the relevant market or industry. Should the Owner determine if any services or deliverables are non-compliant with the Contract requirements? In that case, the Contractor shall promptly correct all deficiencies to the Owner's satisfaction at no additional cost to the Owner.

The Contractor shall bear all costs associated with correcting the non-conforming Services, Work, or Deliverables, including any additional work required by the Owner as a direct result of the deficiencies. If the Contractor fails to remedy the non-conformance promptly, the Owner reserves the right to take corrective action and recover all related costs from the Contractor.

2.23. Warranty of Services/Work and Materials: The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents and that all Services/Work shall be performed in a good and workmanlike manner shall be of good quality, free from defects in workmanship or materials, and in conformance with the requirements of the Contract Documents. Any Services/Work not meeting these standards may be deemed defective by the Owner.

If the Owner requests, the Contractor shall provide satisfactory evidence regarding the materials or equipment's source, quality, and specifications.

Should the Contractor fail to promptly correct defective or non-conforming Services/Work within ten (10) calendar days after receiving written notice from the Owner or fail to commence and diligently pursue such correction. In that case, the Owner may, at its sole discretion, undertake such repairs or replacements. The Contractor shall bear all direct and indirect costs associated with such correction, including the cost of removing and replacing defective Work.

The Contractor shall also be responsible for the cost of repairing or restoring to the satisfaction of the Owner any portion of the Work, or work performed by others, that is damaged or destroyed as a result of the correction, removal, or replacement of defective Services/Work.

2.24. Acceptance Not Waiver: The Owner's acceptance or approval of any Service(s)/Work provided herein shall not relieve the Contractor of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The Owner's approval or acceptance of, or remittance of payment for any service(s)/Work shall not be construed as a future waiver of any rights under this

Contract, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.

- 2.25. Change Order/Amendment:** No oral statement or representation by any individual shall modify, change, or affect the terms, conditions, or specifications of the Contract. All amendments or change orders to the Contract must be executed in writing by the City's Contract Administrator. Such executed modifications are the sole method for altering the Contract and must comply with the City's established procedures.
- 2.26. Assignment:** The Contractor shall not sell, assign, transfer, or convey the Contract resulting from this Solicitation, in whole or in part, without the prior written approval from the Owner.
- 2.27. Compliance with Laws:** The Contractor shall comply with all applicable federal, state, county, and municipal laws, codes, regulations, ordinances, and requirements governing the Services/Work performed under this Contract.

The Contractor warrants that it is fully qualified to perform the required Services/Work 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.

- 2.28. Debarment/Suspension:** The Contractor hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental department or agency.
- 2.29. Conflict of Interest:** No public official or employee of the Owner 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 under applicable laws and the Owner's policies.
- 2.30. Cancellation of Solicitation:** The Owner reserves the right to cancel this solicitation at any time or to reject any or all proposals, as a whole or in part, when deemed in the City's best interest.
- 2.31. Contract:** This solicitation, the Proposer's proposal/submitted documents, and any negotiations, when accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and the Contractor. The Contract represents the entire integrated agreement between the City and the Contractor, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, written or oral, including the solicitation documents. The Contract may be amended or modified only with Amendment.
- 2.32. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services/Work; (3) final acceptance of Services/Work; or (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

2.33. Employment Discrimination: During the performance of any Services/Work, the Contractor agrees to:

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

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

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

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

2.35. Failure to Perform: If the Contractor fails to fulfill its obligations under the Contract, the Owner may, after providing oral or written notice, procure the required services, work, or materials from alternate sources. The Contractor shall be held liable for any additional costs incurred by the Owner due to such procurement. This remedy shall be in addition to, and not a limitation of, any other rights or remedies available to the Owner under the Contract or by law.

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

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

- 2.38. Indemnification:** The Contractor shall defend, indemnify, and hold harmless the Owner, along with its officers, employees, insurers, and self-insurance pool, from and against any and all liabilities, suits, actions, claims, demands, damages, losses, or expenses of any kind, including attorney's fees, arising out of or related to any injuries, damages, or losses to persons or property caused by the negligent act, error, omission, or fault of the Contractor, its agents, employees, subcontractors, or suppliers in the execution or performance of the Contract.

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

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

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

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

- 2.40. Ownership of Services/Work Product:** All documents, drawings, plans, specifications, reports, concepts, designs, calculations, models, data, and any other materials or deliverable product created, developed, or prepared by the Contractor under this Contract shall become the Owner's sole property upon creation. The Contractor shall have no ownership, copyright, or proprietary rights to such materials.

Additionally, all information, data, and materials provided by the Owner to the Contractor shall remain the exclusive property of the Owner. It may not be used, disclosed, or distributed by the Contractor for any purpose outside the scope of this Contract without the Owner's prior written consent.

- 2.41. Patents/Copyrights:** The Contractor agrees to indemnify and hold harmless the Owner from any claims, including but not limited to those related to patent(s), copyright(s), trademark(s), or any other form of intellectual property rights infringement. In no event shall the Owner be held liable to the Contractor for any damages, awards, costs of defense, or other expenses arising from allegations of intellectual property infringement. Any agreement resulting from the response to this Solicitation shall be rendered null and void in case of patent, copyright, or other intellectual property infringement. This includes but is not limited to the creation of derivative works based on the intellectual property of others.

- 2.42. Governing Law:** The Contract and/or any agreement(s) resulting from responding to this solicitation shall be deemed to have been made in, and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising from or under this Solicitation and/or Contract shall be in District Court 21st Judicial District, Mesa County, Colorado.
- 2.43. Expenses:** All costs incurred by the Contractor in preparing, submitting, and presenting a proposal in response to this solicitation shall be the Contractor's sole responsibility and shall not be reimbursed or charged to the Owner.
- 2.44. Sovereign Immunity:** The Owner 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 Owner's sovereign immunity.
- 2.45. Public Funds & Non-Appropriation of Funds:** Payment for services under this Contract is contingent upon funds appropriated by the Owner's approved budget for the applicable fiscal year. Under Colorado law, public funds cannot be obligated or expended beyond the fiscal year for which a budget has been approved.

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

- 2.46. Performance of the Contract:** In the event of a breach or default, the Owner reserves the right to enforce the terms of the Contract through any legal or equitable means deemed in the Owner's best interest. The Owner may pursue all available remedies as prescribed by law to ensure compliance with the contractual obligations.
- 2.47. Default:** The Owner reserves the right to terminate the Contract in the event of the Contractor's failure to meet delivery or completion schedules or any other material breach of Contract terms. In such event, the Owner may procure the required services or work from an alternate source and hold the Contractor liable for any excess costs. This remedy is in addition to any other rights or remedies available to the Owner under the Contract or applicable law.
- 2.48. Piggyback:** Contracts resulting from this solicitation are primarily intended for the Owner. However, upon mutual agreement between the awarded Contractor and other governmental entities, the Contract may be extended for use by additional agencies, subject to the specifications, terms, conditions, and pricing established in the agreement.

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

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

2.49. Definitions:

2.49.1. “Agency,” “Consultant,” “Contractor,” or “Firm” refers to the individual, organization, business entity, or other legal entity identified in the proposal and throughout the Contract. This term includes the Contractor’s authorized representatives, employees, subcontractors, and agents responsible for fulfilling the obligations of the Contract.

2.49.2. “City” and “Owner” are used interchangeably throughout the Contract Documents and refer to the City of Grand Junction, Colorado, including its departments, officials, employees, and authorized representatives.

2.49.3. The “Contract Sum” refers to the total amount payable by the City (Owner) to the Contractor for the full and satisfactory completion of the required Services/Work. This sum includes all materials, labor, equipment, services, and any other obligations specified in the Contract Documents.

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

2.49.4. A “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output the Contractor is required to produce as part of the Services/Work. Deliverables must fully comply with all applicable accessibility laws and standards, including:

- The Americans with Disabilities Act (ADA)
- HB21-1110, requiring compliance with §§24-85-101, C.R.S., and subsequent sections
- The Accessibility Standards for Individuals with a Disability, established by the Colorado Office of Information Technology under §24-85-103(2.5), C.R.S.
- The State of Colorado’s technology standards, including Level AA conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG)

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

2.49.5. “Key Personnel” refers to the designated individual(s) from the Contractor, Consultant, or Firm who are essential to the successful execution and

completion of the Services/Work. These individuals possess specialized skills, knowledge, or experience critical to fulfilling the scope of work outlined in the Contract. Any changes to Key Personnel may require prior approval from the Owner, as specified in the Contract Documents.

- 2.49.6.** “Proposer” refers to the individual or entity legally authorized by the Contractor, Firm, or Consultant to submit a proposal in response to this solicitation. This includes submitting pricing or fee proposals and making formal offers on behalf of the proposing entity.
- 2.49.7.** “Project” or “Work” refers to the endeavor outlined in this solicitation that encompasses the required product, service, or deliverable specified in the Contract Documents.
- 2.49.8.** “Services” includes all labor, materials, equipment, and professional expertise necessary to complete the Work and fulfill the requirements outlined in the Contract Documents.
- 2.49.9.** “Subcontractor” refers to any individual, entity, or organization with a direct contractual agreement to perform a portion of the Services/Work under this Contract. The term “Subcontractor” includes the subcontractor’s authorized representatives.

Section 3.0: Insurance Requirements

At its own expense, the successful Contractor shall procure and maintain comprehensive insurance coverage with an insurer rated A- or better by A.M. Best, sufficient to cover all liabilities, claims, demands, and obligations arising under the Contract. This insurance coverage shall meet or exceed any additional insurance requirements imposed by the Contract or by law. The Contractor’s failure to procure or maintain adequate coverage, in the required amounts, duration, or types shall not relieve it of any liabilities or obligations assumed under the Contract. Furthermore, the Contractor shall ensure that all such insurance remains in full force and effect throughout the term of the Contract.

The Contractor shall procure, maintain, and ensure that any subcontractors, if applicable, also procure and maintain the insurance coverage specified below. All insurance policies shall be maintained in form and with insurers acceptable to the Owner. The required coverage must be maintained continuously to address all liabilities, claims, demands, and obligations assumed by the Contractor under the Contract. To ensure continuous coverage, the Contractor shall secure appropriate retroactive dates and extended reporting periods for any claims-made policies. Unless otherwise specified in the Special Conditions, the minimum coverage limits shall be as follows:

- (a) Commercial General Liability:**

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

TWO MILLION DOLLARS (\$2,000,000) general aggregate.

The policy shall apply to all premises, products, and completed operations. It shall include coverage for bodily injury, broad-form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. The policy shall contain a provision for severability of interest.

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

ONE MILLION DOLLARS (\$1,000,000) per accident

Concerning each of the Contractor's owned, hired, or non-owned vehicles assigned to be used in the performance of the Services/Work.

- (c) **Workers Compensation and Employers' Liability:** At its own expense, the Contractor shall comply with all applicable State of Colorado Laws and Regulations concerning Workers' Compensation and other statutory insurance as required. Additionally, the Contractor agrees to indemnify and hold harmless the City of Grand Junction from any claims or liabilities arising from non-compliance with these requirements.

- 3.1. **Additional Insured Endorsement:** The policies required by paragraphs (a) and (b) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

Section 4.0: Specifications/Scope of Services

- 4.1. **General:** The City of Grand Junction, Colorado, is actively seeking proposals from qualified Contractors to provide foundation repair services for the Grand Junction Visitor Center building located at 740 Horizon Drive, Grand Junction, CO 81506.
- 4.2. **Background:** The City of Grand Junction owns and operates the Visitor Center at 740 Horizon Drive. The office building was originally constructed in 1994 and significantly remodeled in 2002, expanding it to an approximately 4,919-square-foot facility.

The Visitor Center building started showing signs of foundation settlement in 2022, which resulted in the City contracting with Foundation Repair of Western Colorado to install a floor support system limited to the area under the north conference room.

The Contractor has performed annual inspections of the foundation since the floor support system was installed and has observed additional settlement of the building's foundation system. Specifically, the annual level surveys (Appendix B) indicate that the northeast portion of the building has settled 1-1/8 inch from 2023 to 2025.

4.3. Scope of Services: The City is willing to consider various types of foundation repair methods and is seeking proposals from qualified contractors to install a stabilization system for the entirety of the building as a long-term solution. The construction of the foundation repairs shall be turnkey and include the following:

4.3.1. The Contractor shall be responsible for all excavation and site remediation necessary.

4.3.2. The Contractor shall attempt to lift and correct settlement issues if feasible.

4.3.3. The Contractor is to replace, patch, and/or repair any concrete or observed structural cracking of the foundation.

4.3.4. The contractor will provide recommendations on observed surface drainage or other external factors the City may need to address to minimize further settlement of the foundation structure.

4.3.5. The Contractor proposal shall include annual inspection and monitoring (Alternate Pricing Option). The Contractor's proposal shall include an optional alternate price for providing annual foundation inspection and monitoring services. This alternate should outline the scope, frequency, and pricing for post-repair evaluations to assess performance and identify any future settlement or structural concerns.

4.4. Warranty: The Contractor shall warrant all materials, equipment, and workmanship provided under this Contract for a minimum period of **five (5) years** from the date of final acceptance by the City, unless a more extended warranty is provided by the manufacturer or proposed by the Contractor.

This warranty shall cover defects in materials, workmanship, or performance, including but not limited to:

- Structural integrity and performance of the installed foundation repair system (e.g., IntelliJacks, piers, or equivalent stabilization products)
- Settlement beyond acceptable tolerances in the treated area
- Cracking or failure of repaired or replaced concrete
- Workmanship related to excavation, stabilization, or corrective lifting

The Contractor shall promptly correct any deficiencies covered under this warranty at no cost to the City. All repairs or replacements shall be completed within a reasonable

time frame after written notice from the City and shall be subject to inspection and approval.

Upon project completion, the contractor shall provide a written warranty certificate, including contact information for warranty claims and a description of warranty coverage.

4.5. Time of Completion: The project's scheduled Completion date is **45 Calendar Days** from the starting date specified in the Notice to Proceed.

4.6. Special Conditions and Provisions:

4.6.1. Purchasing Agent: All communications, questions, or requests for clarification regarding this solicitation or the Scope of Services must be directed exclusively at:

Kathleen Franklin
Purchasing Agent
Email: kathleenf@gjcity.org

4.6.2. Optional Site Visit: Prospective Proposers are encouraged to attend a non-mandatory site visit to understand the project requirements and conditions related to the Scope of Services.

Site Visit Details:

 **Date:** May 23, 2025

 **Time:** 10:00 a.m. Mountain Time

 **Location:** Visit Grand Junction 740 Horizon Dr. Grand Junction, CO 81506

This meeting allows Proposers to **inspect site conditions, take necessary measurements, ask questions, and clarify the Scope of Services before submitting a proposal**. Proposers are strongly encouraged to attend to ensure its fee proposals are accurate and fully informed.

Please note:

- Attendance is not required to submit a proposal.
- Statements made during the site visit will not modify the solicitation.
- Only information issued in a written addendum by the City shall be considered official and binding.

4.6.3. Bonding Requirements: Following the City's Procurement Policy, Performance and Payment Bonds may be required depending on the total contract amount. If the contract amount meets or exceeds applicable thresholds under City policy, the successful Contractor will be required to furnish Performance and Payment Bonds as a condition of the award.

4.6.4. Fee Proposal: Pricing shall be established as a **lump sum amount**, as indicated in the Solicitation Response Form (Section 7.0). The proposed price must be **all-inclusive** and cover all labor, materials, equipment, and services necessary to complete the foundation repair project as described in the Scope of Services (Section 4.3), including but not limited to:

- Excavation, site preparation, and site restoration
- All materials and supplies required for installation of the stabilization system
- Lifting and correction of existing settlement, if feasible
- Patching, repair, or replacement of affected concrete and observed structural cracking
- Installation, use, and removal of equipment and technology
- Labor, supervision, and administration
- Recommendations related to surface drainage or external factors, as needed
- Cleanup, disposal, and remediation of the worksite
- Freight (F.O.B. Destination – Freight Prepaid and Allowed)
- Mobilization, fuel, transportation, travel, set up, and takedown
- Any and all other costs required for the full and proper performance of the Contract

Proposers shall submit pricing using the designated form in Section 7.0.—Solicitation Response Form and a separate, detailed itemized fee proposal.

The successful Contractor will be paid based on submitted invoices, with required supporting documentation, as work is completed. No additional charges will be allowed beyond the agreed pricing unless approved in writing by the City

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

All fees and pricing submitted in response to this solicitation shall be considered negotiable at the Owner's sole discretion.

4.6.5. Contract: A binding Contract shall consist of the following components: (1) This RFP, including all Exhibits, Attachments, and any Addendum(s) thereto; (2) The Proposer's response (Proposal); (3) Any written clarifications, if applicable, and (4) the City Purchasing Division's acceptance of the proposal, as evidenced by a formal "Notice of Award."

- 4.6.5.1.** The Contract represents the entire agreement between the parties. Performance shall be governed exclusively by the terms, specifications, and requirements outlined in the Contract and 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.

- 4.6.5.2.** Any change to the Contract, whether by modification or supplementation, must be accomplished by a formal Contract Amendment in writing and executed by a duly authorized representative of the Contractor and the City Contract Administrator or by a modified Purchase Order/Contract before the effective date of such modification. The Proposer expressly and explicitly acknowledges and agrees that no verbal agreement, informal communication, or other unauthorized document shall constitute a valid amendment to the Contract.

- 4.6.6. Project Manager:** The City's Project Manager shall oversee, approve, and accept all Work performed under the Scope of Services.

During the performance of the Contract, all notices, correspondence, submittals, and other communications intended for the City shall be directed to the designated City representative at the following address.

Toby Thieman
Project Engineer
City of Grand Junction – Engineering and Transportation
244 N 7th St
Grand Junction, CO 81501-3403

- 4.6.7. Contract Administrator:** The Contract Administrator for the City manages contract-related inquiries, including issues, modifications, change orders, amendments, and general communications during the performance of Services/Work. All such matters shall be directed at:

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

The Contract Administrator serves as the primary point of contact for contract administration but is not responsible for technical oversight or work acceptance, which remains under the authority of the designated Project Manager or City Point of Contact.

Attached Documents – Appendices

If the link is not functioning, please try using an alternate browser and refresh the page

Appendix A – [🔗 Plan Set](#)

Appendix B – [🔗 Level Survey 2023, 2024 and 2025](#)

Appendix C – [🔗 Geotechnical Report](#)

Tentative Calendar of Events:

Event	Date/Time
Solicitation Published	April 14, 2025
Non-Mandatory Site Visit	April 23, 2025, at 10:00 a.m. MDT
Deadline for Questions/Clarifications	April 30, 2025 (Close of Business)
Final Addendum Issued (if applicable)	May 2, 2025
Proposal Submission Deadline	May 12, 2025, before 1:00 p.m. MDT <i>(electronic submission only via BidNet)</i>
Evaluation of Proposals	May 12 – 15, 2025
Interviews (if required)	Week of May 19, 2025
Final Selection	May 21, 2025
Contract Execution	May 28, 2025
Bonding and Insurance Due	June 9, 2025
Work Start Date	Upon receipt of the Notice to Proceed
Final Completion Date	Within 45 Calendar Days of the Notice to Proceed

Observed Holidays

The following holidays fall within the potential project schedule and may affect on-site work:

- **Memorial Day** – May 26, 2025
- **Juneteenth** – June 19, 2025
- **Independence Day** – July 4, 2025

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Section 5.0: Preparation and Submittal of Proposals

Submission Requirements

Proposals must be submitted electronically via BidNet® Direct Rocky Mountain E-Purchasing System: <https://www.bidnetdirect.com/colorado/city-of-grand-jeff>

- The site offers “Free” and “paying” registration options. Free registration may take up to 24 hours, so early submission is recommended.
- Please view the City’s [Electronic Vendor Registration Guide](#).
- The Purchasing Agent does not control RMEPS. For technical issues, proposers must Contact RMEPS support at (800) 835-4603 before the deadline.

Proposal Format

Proposals must be submitted as a **single PDF file** and organized according to the structure outlined in **Sections 5.1 through 5.7**. to ensure a fair and consistent evaluation. Proposals should:

- Demonstrate interest in the project.
- Highlight relevant experience and qualifications.
- Address the Scope of Services and Work and show the capability to complete and meet requirements.
- Be clear, concise, and free of extraneous information

Failure to comply may result in disqualification.

Proposals should be limited to a maximum of 20 pages

To be considered, each proposal must include the following basic elements:

5.1. Cover Letter: Include a brief letter expressing your interest in the project. The letter should include:

- Name, title, phone number, email, and address of your main contact.
- Name and title of the person authorized to sign and commit on behalf of your company.
- Signature of the authorized individual

By submitting a response to this solicitation, the Proposer acknowledges and agrees to all terms, conditions, and requirements outlined herein, including

compliance with all contractual, legal, and ethical standards applicable to the scope of work or services.

- 5.2. Solicitation Response Form (Required):** The Proposer(s) must complete and submit the attached Solicitation Response Form included in Section 7.0. as a part of its proposal response.
 - 5.3. Fee Proposal (Required):** The proposer(s) must provide a detailed fee proposal following Section 4.6.3—Pricing, outlining all costs associated with the proposed Services/Work.
 - 5.4. Experience (Required):** The Proposer is expected to provide information on its experience on similar projects and the proposed foundation repairs system.
 - 5.5. Strategy and Implementation Plan (Required):** Proposers must submit a detailed strategy that explains how it will complete the foundation repair work described in this solicitation. The plan should demonstrate the contractor's capability to fulfill the Scope of Services, understand the City's needs, meet project objectives, and outline how the work will be completed. The plan must include:
 - 5.5.1.** Proposed foundation stabilization method and product specifications.
 - 5.5.2.** Project Time Schedule
 - 5.5.3.** Foundation repair warranty information
 - 5.5.4.** Any exclusions or items that will be the responsibility of the City
- This plan should clearly illustrate the Proposer's readiness and capability to meet the solicitation's requirements and objectives.
- 5.6. References (Required):** Provide contact info for **three recent references** from similar projects. Local references (especially in Grand Junction or Western Colorado) are preferred but not required.
 - 5.7. Additional Data (Optional):** Proposer(s) may include any other information you feel helps demonstrate your qualifications, such as photos, certifications, or unique approaches.

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Section 6.0. Evaluation Criteria and Factors

6.1. Overview

An evaluation committee appointed by the City will review all qualified proposals based on the Proposer's ability to demonstrate the expertise, capability, and reliability necessary to perform the Scope of Services successfully. The committee will assess each proposal's integrity, responsiveness, and overall credibility to ensure confidence in contract performance.

6.2. Intent

Only Proposers who meet the qualification criteria will be considered. Proposals must clearly demonstrate the Proposer's ability to provide the services outlined in this solicitation.

6.3. Evaluation Summary

Proposals will be evaluated and prioritized based on the criteria, categories, and weighting described below. The City reserves the right to:

- Accept or reject any portion of a proposal
- Consider past performance on previous contracts with the City or other entities
- Make an award, if any, in the best interest of the City

6.4. Scoring Methodology

Evaluation committee members will score each qualitative evaluation criterion listed below on a scale from **1 (low)** to **10 (high)** based on how well the proposal satisfies the solicitation requirements. Scores are then weighed to the percentage assigned to that criterion to determine a final qualitative score.

Evaluation Criteria	Weight	Scoring Range	Evaluated By
Qualifications, Experience, Credentials	20%	1-10	Evaluation Committee
Strategy & Implementation	40%	1-10	Evaluation Committee
Fee or Pricing	40%	Formula-based	Procurement

6.4.1. Evaluation Criteria and Weighted Values (60%)

- **Qualifications, Experience, Credentials (20%)**
 - Demonstrated expertise and successful execution of comparable projects or services.
 - Proposer's ability to provide the required qualifications, certifications, and professional competencies.
- **Strategy & Implementation (40%)**
 - Clarity, feasibility, and effectiveness of the Proposer's implementation plan.

- See **Section 5.5. – Strategy and Implementation Plan** for additional details.

6.4.2. Fee Proposal (40%) – Formula-Based Scoring

The fee proposal criterion will account for **40%** of the total evaluation score and will be assessed independently of the qualitative evaluation. To ensure objectivity and consistency, pricing will be evaluated using the following formula:

$$(\text{Lowest Proposed Fee} \div \text{Proposer's Fee}) \times 10 = \text{Raw Score}$$

- The proposer with the lowest responsive total cost will receive 10 points.
- All other proposals will receive a proportional score based on its submitted fee relative to the lowest cost.
- The resulting score will be weighed to represent **40% of the total evaluation**.

All pricing must be fully itemized and clearly aligned with the Scope of Services. At the City's discretion, proposals containing incomplete, unbalanced, or unclear pricing may be disqualified or receive a reduced score.

6.5. Shortlisting Proposers

The City will use the following process to shortlist proposals, but it reserves the right to modify this process if deemed in the City's best interest:

- **Compliance Review:** All proposals will be reviewed to ensure compliance with this solicitation's mandatory requirements. Non-responsive proposals will be eliminated from consideration. The Purchasing Agent may request clarification from Proposers if needed.
- **Evaluation and Scoring:** Evaluation committee members will independently review and score proposals based on the criteria. Scores will be compiled into an Evaluation Matrix to assist in ranking and prioritizing responsive proposals.

6.6. Experience and Reference Checks

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

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

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

6.7. Interviews

At its discretion, the City may invite Proposers scoring within the top 85% to 100% for an interview (virtual or in-person) to evaluate further its qualifications, approach, and ability to fulfill the Scope of Services. The City reserves the right to adjust this threshold based on proposal quality and the number of competitive responses.

Shortlisted Proposer(s) will be notified if interviews are required. Interview dates will follow the schedule outlined in the #Tentative Calendar of Events. Proposers will receive details regarding:

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

6.8. Negotiations

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

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

- Price adjustments or Best and Final Offers (BAFOs)
- Refinements to technical or scope-related components of the proposal
- Other modifications as reasonably requested by the City to ensure alignment with project goals and requirements

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

6.9. Award

The City reserves the right to:

- If deemed in the City's best interest, award a contract in whole or part, make multiple awards, or award a primary and secondary contractor.
- Reject any or all proposals and waive informalities or irregularities.
- Consider past performance with the City or other public entities as part of the evaluation.
- Additionally, it may not make an award if it is determined to be in the City's best interest.

6.10. Contract Execution

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

6.11. Notice of Intent to Award & Protest Procedures

- A Notice of Intent to Award may be issued before final contract execution.
- Any formal protest must be submitted in writing within a specified timeframe following the Notice of Intent to Award following the City's [Procurement Policy](#).

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Section 7.0. Solicitation Response Form

RFP-5654-25-KF “Visit Grand Junction Foundation Repair”

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

All pricing must be **all-inclusive** and represent the total cost to complete the project as specified in the Scope of Services.

1) **Total Cost for Services as Described Lump Sum: \$** _____

Total Cost Written:

_____ **dollars**

Note: Proposer must attach a detailed itemized breakdown of costs

2) **Alternate Cost –**

Annual Inspection and Monitoring (5-year) Lump Sum: \$ _____

Total Cost Written:

_____ **dollars**

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

The undersigned has thoroughly examined the entire Solicitation and submitted the proposal 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.

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 ensuring that all Addenda has been received, reviewed, and acknowledged 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: _____

Subcontractor Disclosure

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

Name, address, city, and state of Subcontractor	Description of Service(s) to be performed	Est. Value & % of Service(s)

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

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