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**URBAN TRAILS COMMITTEE WORKSHOP
CITY HALL AUDITORIUM
250 NORTH 5TH STREET**

WEDNESDAY, SEPTEMBER 9, 2020 @ 5:30 PM

Join the meeting virtually [here](#).

Call to Order/Announcements

Bike Month

Approval of Minutes

Approve of Minutes of August 12, 2020 Meeting

Action Items

Community Streets Survey - Approve Draft and Methods

Refine List of UTC Action Items and Policy Recommendations

Determine Bike/Ped Count Strategy for 2020

Discussion Items

Updates

Wayfinding Grant Update

Elections at October Meeting; Chair; Vice Chair

Other Business/Public Comment

Adjournment

Fall Edition

Grand Valley Bike Month 2020

Hello Bicycle Friends of the Grand Valley,

Get ready to pedal through September! Mesa County is encouraging Grand Valley residents to get out and bike throughout the month and participate in a variety of fun challenges that focus on active transportation, fitness, and health. Start pedaling for a chance to win prizes! Whether riding for fun, fitness or transportation, Mobile Mesa County and Healthy Mesa County want to see riders rack up the miles in September 2020. Check out all the challenges and submit entries on social media or via email.

- Follow Mobile Mesa County on Facebook and Instagram for regular updated information
- Use Hashtags #gvbikemonth and #mobilemesacounty
- Tag us on Facebook & Instagram: @MobileMesaCounty
- Or email challenge entries to bikemonth@mesacounty.us

Ride September Challenge

Track how many rides and miles you can rack up on your bike September 1-30.

1. Register on Love to Ride [here](#) (see below for more information).

- Create an account using Facebook, an email, or STRAVA
- Be sure to sign up for the Mesa County Biking group

2. Track your rides for any or all of the following categories:

- Commuting - Select the (Transport to) category
- Fun or Fitness
- Bike with Kids



3. Win prizes! - Prizes will be awarded for 1st, 2nd, & 3rd place in each category at the end of the month – prizes awarded through a calculation based on a combination of miles and numbers of trips taken. **All participants will be entered into a random drawing at the end of the month.**

Bonus – Love to Ride is also hosting a contest for September (Cycle September) with more opportunities to win prizes and compete at a national level. Riders must register separately for Cycle September [here](#).

September Selfie Contest

Snap a photo related to the weekly theme submit to the Love to Ride group page, tag Mobile Mesa County on Instagram or Facebook, or email to bikemonth@mesacounty.us.

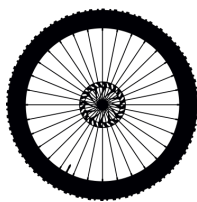
Two winners will be announced weekly.

- | | |
|--|-----------------------------------|
| • Bike with Kids (Sept 1-7) | Deadline: September 8 by 5:00 PM |
| • Bike for Fitness & Fun (Sept 8-14) | Deadline: September 15 by 5:00 PM |
| • Bike for Transportation (Sept 15-25) | Deadline: September 28 by 5:00 PM |
| • Creative Bike Route (All Month) | Deadline: September 30 by 5:00 PM |

Fall Edition

Grand Valley Bike Month 2020

Compete with your Coworkers



Business Challenge – September 21-25

Looking for a fun way to build team spirit? Engage in a friendly competition against other businesses in our community! The company or organization with the highest percentage of employees that bike to work any day September 21-25 gets to display a traveling trophy in their workplace until the next business challenge!

Disclaimer: due to COVID pushing this challenge to the fall of this year, it is possible that the 2020 winners will only display their trophy until May of 2021, if Mesa County is able to resume normal bike month activities next year.

Businesses are divided into four categories based on the number of employees.

1. Sign up to participate [here](#).
2. Encourage your employees to ride to work the week of September 21.
3. Track the number who participate.
4. Submit your numbers [here](#) by September 28.

May 2019 Business Challenge Winners

Department of Vocational Rehab

Mesa County Public Health

Home Loan State Bank

Mesa County Libraries



Bike to Work Day – September 22, 2020



Join the nation for Bike to Work Day 2020, and bike to work on Sept 22. Take photos and post them to the Mobile Mesa County Facebook event, on Love to Ride, or email to bikemonth@mesacounty.us for prize entries.

Bike to Work Day will feature discounts at participating businesses; follow Mobile Mesa County for a list of local establishments with special discounts on Sept 22.

If you are working from home, or are not able to bike to work, pedal over to one of the Bike to Work Day establishments to take advantage of local savings, and share your photos for a chance to win. Discount locations will be announced after Sept 1.



Urban Trails Committee Minutes

August 12, 2020

Absent Committee Members:

Present: Orin Zyvan (Chair), Shana Wade (Vice Chair; virtual), Andrew Gingerich (late arrival), David Lehmann (virtual), Alisha Wegner, Bob Doyle, Ross Mittelman, Trent Prall (Public Works Director), Steve Meyer (virtual), Diana Rooney, Lloyd Chittenden (citizen, virtual)

CALL TO ORDER

Orin called the meeting to order at 5:36 pm.

ANNOUNCEMENTS

Orin recognized Public Works for the completion of the bulb-outs at 9th/10th and Grand Avenue.

Lance announced that the City had submitted for a CDOT Revitalizing Main Streets Grant but had not yet been given word on the award. Ross indicated that he would follow up with Mesa County about their application, and Diana noted that Fruita is also submitting for the grant. Lance indicated that Palisade would likely tuck the wayfinding into a larger proposal.

Orin and Andy indicated that Orin, Andy, Gary Stubler and others were working on developing a GIS database of the signage locations.

Diana made suggestions related to on-ground markings for wayfinding.

APPROVAL OF MINUTES

No comments or objections were made. Andy made a motion to approve the minutes as drafted. Diana seconded the motion. The motion passed by a unanimous vote.

DISCUSSION ITEMS

Actionable Items List

Lance and Orin recalled that Kristin Heumann, form UTC member, had moved to establish an “actionable items list” that would encompass policy and project priorities held by the UTC, other than the hardscape and capital improvements found on the existing Priority List.

Andy and Diana distinguished this from the other item that had been considered in relation to this list, which is a list of smaller capital improvements or “low-hanging fruit.”

Orin spoke to the importance of producing clear documentation of UTC priorities.

David raised a list of items he wanted to see and spoke to past items of this kind. These included the OMID canal trails opportunity in Orchard Mesa, which he urged should be moved forward quickly. He also highlighted the connection near Juniper Ridge School, Bike and Ped Counts, Paper Map, and Bicycle Parking Policy.

Committee members discussed the meaning and possible contents of these lists. Steve endorsed the Orchard Mesa Canals trails, and Shana indicated that this should be delegated to staff.

Members discussed further background on Orchard Mesa canal trails. Diana and Steve volunteered to work on the Orchard Mesa canal trails project as the primary UTC contacts on it, with Bob and David in support.

Orin indicated that much of this conversation should be had at the September Workshop.

Committee members discussed the timing of brainstorming efforts by UTC and Capital Projects budgeting by the City. Trent Prall gave detail on the recently completed Capital Improvements Plan for 2020-2021.

Ross, Orin, Andy, and Diana discussed the extent to which Capital Improvements have overlapped with the UTCs Project Priority List.

Lance suggested that some best practices for UTC have been identifying gaps in infrastructure and in proposing adjustments to Code and policies that shape ongoing developments.

David underscored the recognition and importance of the Complete Streets Policy and the need to continually update and analyze this Policy.

The Committee committed to sending 1-10 suggestions for UTC actions and policy recommendations each to Lance before the next meeting.

Ross and Andy indicated that there would be significant overlap between such suggestions and the RTPD 2045 Plan. They also discussed the funding structure for multi-modal improvements.

Community Streets

Shana spoke to the background of the event beyond Grand Junction and under the UTC's guidance in Grand Junction since 2017, and challenges associated with the event in the past. Shana asked that we identify a project of reasonable scope for this year's "Community Streets Project" and move forward on implementation.

Members discussed past considerations on this matter, including possible temporary medians on Grand at 3rd street, though Trent spoke to the challenges associated with a significant physical intervention such as this, including with staffing constraints.

Conversation also covered possible upgrades for Grand Avenue.

Members discussed a variety of improvements that might be identified in a survey to garner feedback from the public.

Members, and Diana in particular, spoke to the limitations of a single-day event for Community Streets to have a serious impact.

The members came to a consensus that the most reasonable and valuable approach to community Streets for 2020 would be a survey, encompassing the new bulb-outs at 9th and 10th, the Monument Connector Trail, and 1st Avenue buffered bike lanes.

Review Bike- and Walk-friendly Scorecards

Due to a lack of time, this event was not covered, but was referred to members for review of the scorecards.

UPDATES

David spoke to the importance of working on Bike and Ped Counts for 2020, as well as possible improvements to the process. This was set as an agenda item for the next meeting.

Members were invited to send suggestions for UTC Action Items and UTC Policy Recommendations to Lance.

PUBLIC COMMENT

No public comment received.

ADJOURNMENT

Orin adjourned the meeting at 7:04 pm.

Urban Trails Committee | Community Streets Survey 2020

In 2019-2020, City of Grand Junction has made several improvements to our roadways and trails in an effort to increase the safe, convenient and efficient movement of pedestrians and bicyclists of all ages and abilities through the community, as well as other forms of transit. The Urban Trails Committee (UTC) is conducting this survey to get feedback on these improvements and suggestions for future projects. The purpose of the UTC is to plan and promote the City Council's goals for an interconnected network of sidewalks, paths and routes for active transportation and recreation throughout the Grand Junction urbanized area. Hearing from members of the community will help us to identify and prioritize ongoing efforts in this area. We appreciate your time and consideration in completing this survey.

1. What modes of transportation do you use on a regular basis? (check all that apply)

Walk

Bicycle

Car / vehicle

Wheelchair / Scooter or other adaptive equipment

Skateboard / scooter or other recreational equipment

1st Ave Buffered Bike Lane

(show picture)

Buffered bike lanes are conventional bicycle lanes paired with a designated buffer space separating the bicycle lane from the adjacent motor vehicle travel lane and/or parking lane. They provide greater distance between motor vehicles and bicyclist and appeal to a wider cross-section of bicycle users. [Check all that Apply]

2. Are you aware of this recent improvement?

No

Yes, but I haven't used it.

Yes, I have walked along this area

Yes, I have biked along this area

Yes, I have driven along this area

3. As a pedestrian this improvement increases my safety

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

4. As a cyclist this improvement increases my safety
Strongly agree
Agree
Neutral
Disagree
Strongly disagree
NA
5. As a driver this improvement increases my safety
Strongly agree
Agree
Neutral
Disagree
Strongly disagree
NA
6. Because of this improvement I am more likely to walk in this area
Strongly agree
Agree
Neutral
Disagree
Strongly disagree
NA
7. Because of this improvement I am more likely to bicycle in this area
Strongly agree
Agree
Neutral
Disagree
Strongly disagree
NA
8. Because of this improvement I am more likely to drive in this area
Strongly agree
Agree
Neutral
Disagree
Strongly disagree
NA
9. I would like to see buffered bike lanes used more throughout Grand Junction
Strongly agree
Agree

Neutral
Disagree
Strongly disagree
NA

Curb Extensions at 9th and 10th Streets on Grand Avenue

(show picture)

Curb extensions (or “bulb-outs”) visually and physically narrow the roadway, creating safer and shorter crossings for pedestrians and increasing the overall visibility of pedestrians by aligning them with the parking lane. [Check all that Apply]

10. Are you aware of this recent improvement?

No
Yes, but I haven't used it.
Yes, I have walked along this area
Yes, I have biked along this area
Yes, I have driven along this area

11. As a pedestrian this improvement increases my safety

Strongly agree
Agree
Neutral
Disagree
Strongly disagree
NA

12. As a cyclist this improvement increases my safety

Strongly agree
Agree
Neutral
Disagree
Strongly disagree
NA

13. As a driver this improvement increases my safety

Strongly agree
Agree
Neutral
Disagree
Strongly disagree
NA

14. Because of this improvement I am more likely to walk in this area

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

15. Because of this improvement I am more likely to bicycle in this area

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

16. Because of this improvement I am more likely to drive in this area

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

17. I would like to see curb extensions used more throughout Grand Junction

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

Monument Connector Bike Path from Broadway (HWY 340) to Lunch Loops parking lot.

(show picture)

This multi-use path compliments an existing on-street bike lane. This major investment in a single route was the product of a multi-decade cooperative effort by the Colorado West Land Trust and government partners, and now serves a variety of recreational and connectivity needs. [Check all that Apply]

18. Are you aware of this recent improvement?

No

Yes, but I haven't used it.

Yes, I have walked along this area

Yes, I have biked along this area

Yes, I have driven along this area

19. As a pedestrian this improvement increases my safety

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

20. As a cyclist this improvement increases my safety

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

21. As a driver this improvement increases my safety

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

22. Because of this improvement I am more likely to walk in this area

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

23. Because of this improvement I am more likely to bicycle in this area

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

24. Because of this improvement I am more likely to drive in this area

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

25. I would like to see _____ used more throughout Grand Junction

Strongly agree

Agree

Neutral

Disagree

Strongly disagree

NA

26. What other roadways / trails that you use regularly could use improvement and why?
(open question)

Demographic Questions

27. My connection to Grand Junction is....

I live in the City

I work in the City

I recreate in the City

Other _____

Home Zip Code:

Age:

Policy Recommendations [Suggested]

Impact Fees - Dedicate a portion of impact fees associated with new development to multi-modal/active transportation improvements

Off-site Improvements - Increase requirements for roadway improvements to serve multi-modal users on rural road sections when new development occurs.

Connectivity of Improvements Associated with Development – Develop and implement policies that reduce fragmentation of trails and other multi-modal improvements associated with new development

Wayfinding with New Development – Incorporate wayfinding signage into the set of improvements required in conjunction with new development

Dedicated Capital Funding – Designate a fixed percentage of the Capital Improvements budget to multi-modal capacity improvements on an annual basis

Grant Funding – Set targets for, and seek, additional grant funding for multi-modal improvements and programs.

Non-Profit Partners – Improve and formalize relationships with non-profit organizations that advocate for multi-modal improvements.

GJPD Collaboration - Work with GJPD to implement such programs as police bike units, police pedestrian units, relevant trainings for officers, and relationship building as recommended in the Bike- and Walk-friendly Report cards.

Outreach to Support Low-Income Multi-Modal – Conduct specific outreach to agencies in the Valley that serve low-income users and provide safe bike/walk route info for those who rely on multi-modal transportation for daily use.

Dedicated Staff Position – Hire an active transportation coordinator or similar.

Bicycle Maintenance Programming – Support and/or organize a program for teaching skills on bike maintenance and bike building, potentially aimed at specific demographics such as low-income residents and university students, and possibly in collaboration with local experts and bike shops.

Multi-Modal Awareness Education – Collaborate with Parks and Recreation Department, School District 51, Colorado Mesa University, and GJPD to promote bike/pedestrian safety and education. Conduct broad education and outreach on this topic.

Fix-It Services – Provide a free bike fix-it program and/or workshops to low-income residents.

Area-Specific Connectivity Planning – Develop detailed area-specific plans for multi-modal connections in areas such as Colorado Mesa University and its environs, I-70B, North Avenue, 24 Road at F ½ Road, Main Street and its environs (including sharrows), and rural roads serving greenfield development such as Northwest Grand Junction.

Formal Social Equity Policy for Multi-modal – Develop a policy highlighting the importance of cycling infrastructure for low-income residents and identifying action items. Potentially identify multi-modal

routes that are specifically known to serve a high proportion of low-income residents and focus improvements on these routes.

*Orchard Mesa Canal Trails*** – Capitalize on the interest of current Orchard Mesa Irrigation District leadership by establishing a multi-modal trail on at least one buried pipeline route to bike and pedestrian use.

*Juniper Ridge Trail*** – Focus staff and budget on developing a multi-use path on Juniper Ridge School property between 26 Road and 26 ½ Road along Ranchman’s Ditch.

TEDS Review - Review the City's TEDS to see if there are ways to improve the bike/ped environment through better development standards (street connectivity, sidewalks, transit stops, etc).

Wayfinding – Establish a formal and ongoing wayfinding policy including signage, pavement markings, and online and paper maps. Seek alternative funding for this program such as through a “Sponsor a Sign” program or corporate sponsorships.

Fee-Free Trails – Ensure Valley-wide cooperation regarding the State Park fees (or current non-fees) for Riverfront and Connected Lakes Trails.

Neighborhood Services and Multi-Modal Needs – Develop a formal policy position relating the provision of accessibly neighborhood services, such as grocery stores, to the viability of multi-modal transportation.

Food Rescue – Support the Community Food Bank grocery rescue programs with an emphasis on bike-powered volunteer rescue routes from downtown restaurants and similar.

Fixit Requests – Develop a FixIt mobile app, text-based system, and/or an improved website page, allowing photo uploads and geolocation of issues on an accessible map.

Cycling Etiquette Education - Develop and implement an education program for cyclists with an emphasis on etiquette for shared-use paths.

UTC Action Items [Suggested]

Development Review – UTC review of project review process from a multimodal perspective.

*Orchard Mesa Canal Trails*** – Capitalize on the interest of current Orchard Mesa Irrigation District leadership by establishing a multi-modal trail on at least one buried pipeline route to bike and pedestrian use.

*Juniper Ridge Trail*** – Focus staff and budget on developing a multi-use path on Juniper Ridge School property between 26 Road and 26 ½ Road along Ranchman’s Ditch.

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Cycling Etiquette Education - Develop and implement an education program for cyclists with an emphasis on etiquette for shared-use paths.

Non-Profit Partners – Improve and formalize relationships with non-profit organizations that advocate for multi-modal improvements.

GJPD Collaboration - Work with GJPD to implement such programs as police bike units, police pedestrian units, relevant trainings for officers, and relationship building as recommended in the Bike- and Walk-friendly Report cards.

Area-Specific Connectivity Planning – Develop detailed area-specific plans for multi-modal connections in areas such as Colorado Mesa University and its environs, I-70B, North Avenue, 24 Road at F ½ Road, Main Street and its environs (including sharrows), and rural roads serving greenfield development such as Northwest Grand Junction.

Sunday Night Streets – Establish a monthly event where Main St. closed to automobile traffic from 5-8 PM for non-motorized use only.

Digital Events – Development a means of active digital engagement over an extended period of time—possibly in a gamified, “Pokemon Go” style—to improve visibility of improvements and potentially in relation to street closures.

Bike and Ped Counts – Update procedures for bike and pedestrian counts, explore automated ways to gather this data (such as button presses at crosswalks), and increase counting if our prior data is insufficient.

Policy Review Strategy – Develop and implement a strategy for routinely reviewing and updating codes and policies, including a periodic update to the Complete Streets Policy.

Bike Parking Policy – Review existing bike parking requirements in the Zoning and Development Code, then develop and recommend a new bicycle parking policy.



Request for Proposal RFP-4825-20-SH

WAYFINDING SIGNAGE

RESPONSES DUE:

September 23, 2020 prior to 2:30 P.M. Local Time

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)**

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS.
If website or other problems arise during response submission, vendor **MUST** contact
RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Susan Hyatt
susanh@gjcity.org
970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**
- 8.0 Attachments**

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (City). All contact regarding this RFP shall be directed to:

RFP Questions:

Susan Hyatt

susanh@gjcity.org

The City would like to remind all Contractors, Sub-Contractors, Vendors, Suppliers, Manufacturers, Service Providers, etc. that (with the exception of Pre-Bid or Site Visit Meetings) all questions, inquiries, comments, or communication pertaining to any formal solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent assigned to the project, or Purchasing Division. Direct communication with the City assigned Project Managers/Engineers is not appropriate for public procurement prior to award, and may result in disqualification.

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified professional firms to provide and install Wayfinding Signage for the Grand Junction Public Works Department as described in Section 3.
- 1.3 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.4 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, www.bidnetdirect.com/colorado.** **The uploaded response shall be a single PDF document with all required information included** **This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals.** (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal. Addenda and solicitations are posted on the City's website, www.gjcity.org/business-and-economic-development/bids, for informational purposes.
- 1.9 Exception and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.10 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **"Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **"Confidential Disclosure"** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.11 Response Material Ownership:** All proposals become the property of the City upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.12 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.

- Be otherwise qualified and eligible to receive an award and enter into a contract with the City.

- 1.13 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.14 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.15 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.16 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed. **NOTE: Due to COVID-19 City Hall may be closed to the public. If so, following normal operating procedure the names and location of proposing firms will be posted on the City's website.**

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Work is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly

notify the Owner in writing, and any necessary changes shall be adjusted by change order/amendment. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, Contractor shall assume full responsibility and shall bear all costs attributable.

- 2.4. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all their employees and all other persons performing any of the work under a contract with the Contractor.
- 2.5. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.6. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of work they shall remove all their waste materials and rubbish from and about the project, as well as all their equipment and surplus materials.
- 2.7. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.8. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.
- 2.9. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no

further retainage will be made and this amount will be retained until such time as final payment is made.

- 2.10. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

The Contractor must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written Notice to Proceed. When the Contractor considers the entire Work ready for its intended use, Contractor shall certify in writing that the Work is substantially complete. In addition to the Work being substantially complete, Final Completion date is the date by which the Contractor shall have fully completed all clean-up, and all items that were identified by the City in the inspection for final completion. Unless otherwise stated in the Special Conditions, for purposes of this liquidated damages clause, the Work shall not be finished and the Contract time shall continue to accrue until the City gives its written Final Acceptance.

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

Liquidated damages as provided do not include any sums to reimburse the City for extra costs which the City may become obligated to pay on other contracts which were delayed or extended because of the Contractor's failure to complete the Work within the Contract Time. Should the City incur additional costs because of delays or extensions to other contracts resulting from the Contractor's failure of timely performance, the Contractor agrees to pay these costs that the City incurs because of the Contractor's delay, and these payments are separate from and in addition to any liquidated damages.

The Contractor agrees that the City may use its own forces or hire other parties to obtain Substantial or Final Completion of the work if the time of completion has elapsed and the Contractor is not diligently pursuing completion. In addition to the Liquidated Damages provided for, the Contractor agrees to reimburse the City for all expenses thus incurred.

- 2.11. Contingency/Force Account:** Contingency/Force Account work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.12. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.13. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time.
- 2.14. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.15. Uncovering & Correction of Work:** The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discovering of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.16. Acceptance Not Waiver:** The City's acceptance or approval of any work furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his work. The City's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

- 2.17. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders/amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.18. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.
- 2.19. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.20. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.21. Confidentiality:** All information disclosed by the City to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.22. Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.
- 2.23. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.24. Cancellation of Solicitation:** Any solicitation may be canceled by the City or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the City.
- 2.25. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.26. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.27. Employment Discrimination:** During the performance of any services per agreement with the City, the Offeror, by submitting a Proposal, agrees to the following conditions:

- 2.27.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.27.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.27.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2.28. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).

2.29. Ethics: The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.

2.30. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

2.31. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.32. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

2.33. Indemnification: Offeror shall defend, indemnify and save harmless the City and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.

2.34. Independent Firm: The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants

or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

- 2.35. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.36. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.
- 2.37. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.38. Remedies:** The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.39. Venue:** Any agreement as a result of this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.40. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the City.
- 2.41. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.42. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.43. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

- 2.44. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the City may, at their discretion, terminate this contract without liability to the City.
- 2.45. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.46. Performance of the Contract:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.
- 2.47. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.48. Default:** The Owner reserves the right to terminate the contract immediately in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Contractor.
- 2.49. Multiple Offers:** Proposers must determine for themselves which product or service to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.
- 2.50. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.51. Definitions:**
- 2.51.1.** "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.51.2.** The term "Work" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

- 2.51.3.** “Contractor” is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.51.4.** “Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.52. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an City employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable “Public Disclosure Record”, a statement of financial interest, before conducting business with the City.

2.53. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion, and shall include evidence demonstrating the insufficiency and undue burden in its response.

Unless expressly granted a waiver by the Owner pursuant to C.R.S. §8-17-101(1), Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works projects. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a).

2.53.1. "Public Works project" is defined as:

- (a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of such projects
- (b) for which appropriate or expenditure of moneys may be reasonably expected to be \$500,000.00 or more in the aggregate for any fiscal year
- (c) except any project that receives federal moneys.

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition

to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. Contractor shall procure and maintain and, if applicable, shall cause any Subcontractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy 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 include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:

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

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

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

This policy shall provide coverage to protect the contractor against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees as additional insureds. Every policy required 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 Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder 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 (City) is seeking proposals from qualified Contractors for final design and installation of bike/ped wayfinding signage on routes throughout the city.

4.2 Background

4.2.1 Community Context: The Grand Valley of Mesa County, Colorado is the largest population center between the Denver, Metropolitan Area (250 miles east) and the Salt Lake City Metropolitan Area (270 miles west). It serves as the economic and service center for communities in Western Colorado and Eastern Utah. The urbanized area of the Grand Valley is comprised of four major population centers: Clifton, Fruita, Grand Junction, and Palisade. Grand Junction and the Grand Valley have an increasingly robust multimodal transportation network, the centerpiece of which is the Colorado Riverfront Trail running almost continuously from Palisade through Grand Junction and past Fruita to the small town of Loma. The City of Grand Junction also maintains a network of on-street and off-street bike/ped facilities, many of which connect directly to the Riverfront Trail.

4.2.2 Project Context: The City of Grand Junction, in cooperation with neighboring jurisdictions and local stakeholders, has been developing a proposal for wayfinding signage for over two years. Interest in a wayfinding program for the Grand Valley has persisted for more than two decades. In August of 2020, the City of Grand Junction was awarded a grant through the Colorado Department of Transportation (CDOT), called Revitalizing Main Streets, which has provided significant funding for this effort. Background materials relating to these preparatory efforts, particularly those produced by the City of Grand Junction Urban Trails Committee (UTC), establish many of the underlying needs and ideal product design elements for this project.

4.3 Project Overview

4.3.1 Purpose: The purpose of this project is to implement the first iteration of a comprehensive wayfinding system for Grand Junction, in cooperation with other Grand Valley jurisdictions. The aim is to finalize design for, and install, essential directional signage along six routes, including the Colorado Riverfront Trail.

4.3.2 Required Components: The project requires finalization of a sign design, finalization of sign locations, and installation of signs and associated hardware. Sign design ([Exhibit B](#)) and sign locations ([Exhibit C](#)) have already been drafted by City of Grand Junction and volunteers associated with the City's Urban Trails Committee (UTC). The Contractor shall provide a minimum of three final design options for review and selection by the City of Grand Junction. The Contractor shall manufacture the signs and shall supply all crews, equipment, and materials for the production and installation of signs.

4.3.3 Area of Work: All work shall take place within City of Grand Junction city limits. The Contractor may be required to cooperate with the City of Grand Junction to coordinate with other relevant authorities, including but not limited to Colorado Parks and Wildlife, Colorado Department of Transportation, Grand Junction Downtown Development Authority, One Riverfront Foundation, and Mesa County. The sign designs must be granted to the ownership of the City of Grand Junction for future use and for sharing with other Grand Valley jurisdictions to allow for unified design.

- 4.4 Specifications/Scope of Work:** The awarded Contractor shall provide finalize design and locations of signs and shall install all sign hardware.

4.4.1 Minimum Specifications

The final scope of services will be the result of negotiations between the City and the selected Contractor as to how to best meet the City's goals for the planning process. The proposal should include, but is not limited to, recommendations for the following:

4.4.1.1 Design

- a. Present at least three **draft** design options of sufficient variety for selection by the City of Grand Junction
- b. Participate in up to two workshops for vetting of final sign designs with the City of Grand Junction and community stakeholders
- c. Develop design files based on final sign designs for each location, requiring unique directional information on all or most signs
- d. Produce signs that meet the following design specifications:
 - i. Indicate relevant destinations (**Exhibit D**) with direction and distance
 - ii. Indicate applicability to bicycles (and, if possible, pedestrians)
 - iii. Indicate, by color and language, the route with which each sign is associated
 - iv. Include, or allow for later inclusion, the City of Grand Junction logo
 - v. Conform to the Manual on Uniform Traffic Control Devices (MUTCD)
 - vi. Be attractive and uncluttered

4.4.1.2 Locations

- a. Evaluate and finalize the proposed locations of wayfinding signs

4.4.1.3 Production

- a. Print and manufacture all signs
- b. Provide posts and other hardware necessary for installation of signs

4.4.1.4 Installation

- a. Provide crews, equipment, and all other necessary supplies for installation of signs
- b. Install, in a timely manner, all signs as detailed in the attached spreadsheet (**Exhibit A**) at or near the locations identified in the attached map (**Exhibit C**)

4.4.1.5 Rights and Design Files

- a. Grant all rights sign designs and use thereof to the City of Grand Junction and,
- b. Provide all design and mapping files used in the finalization of sign designs and sign locations

- 4.4.2 Community Outreach:** The Contractor shall participate in up to two (2) workshops with community stakeholders and the City of Grand Junction with the aim of finalizing sign designs and locations for installation.

- 4.4.3 City Staff:** The Contractor shall communicate openly with City of Grand Junction staff throughout the project to attend to evolving demands within the project scope. The Contractor shall meet in person with City staff up to three (3) times to verify progress toward project outcomes and ensure alignment of work with permitting requirements and other needs associated with improvements to City infrastructure.

- 4.4.4 Other Specifications:** The product shall be of a quality and durability that is suitable for long-term deployment within the City of Grand Junction. Materials shall be consistent with the needs and standards of a municipal infrastructure project. The Contractor shall provide Geographic Information Systems (GIS) based (or similar) map of sign locations to inform the finalized sign locations.

4.5 Owner's Responsibilities: City of Grand Junction staff will assist in providing information, maps, GIS data and other community-generated materials such as previous studies. Staff may also assist with developing a list of, coordinating meetings with, and distributing draft materials to relevant persons and agencies in the Grand Valley.

4.6 Proposal Content

4.6.1 Project Team: The proposal should respond directly to all elements of this Request. The proposal should include a cover letter as well as resumes for key employees of the Contractor and for any subcontractors. The proposal must also identify project personnel who will be responsible for and in charge of the work, as well as a review of current project workload and availability of project team members.

4.6.2 Team Qualifications: The proposal should also include information on the Contractor's unique qualifications and/or capabilities. Examples of similar projects including client contact information, project budget, completion date, and project team members are a required component of the proposal.

4.6.3 Timeline and Budget: The proposal should include the project timeline, including sub-timelines for major tasks proposed. A proposed budget or multiple budget scenarios that clearly correspond to the proposal narrative must be included in the proposal.

4.7 Minimum Mandatory Qualifications of Offeror: The Contractor's project manager(s) shall have at least 5 years of signage design experience and at least 5 years of signage installation experience. The Contractor's team shall include at least one (1) sign contractor licensed within the City of Grand Junction, and that individual shall be charged with supervision of signage installation. The ideal Contractor shall have participated in, or managed, a signage project with emphasis on bicycle/pedestrian wayfinding on a municipal, county, or regional scale.

4.8 Evaluation Criteria

4.8.1 Recommendation: Project staff from the City of Grand Junction Community Development Department and City Manager's Office will begin the evaluation process. Firms will be selected based upon their proposal's alignment with this Request and the qualifications presented by proposing Contractors. Selected firms will be interviewed by a committee composed of City staff. Contractors selected for interviews should be prepared to discuss, among other things, their approaches to implementing a wayfinding signage program, availability for the project, and experiences with similar projects.

4.8.2 Selection: Final selection of the Contractors will be made by a decision of the Director of the City of Grand Junction Department of Public Works.

4.9 RFP Tentative Time Schedule:

- | | |
|---|--------------------|
| • Request for Proposal available on or about: | August 31, 2020 |
| • Inquiry deadline, no questions after this date: | September 10, 2020 |
| • Addendum posted: | September 15, 2020 |
| • Submittal deadline for proposals: | September 23, 2020 |
| • Final selection: | September 25, 2020 |
| • Contract execution: | September 30, 2020 |
| • Work begins: | October 5, 2020 |
| • Target Project Completion Date: | November 30, 2020 |

4.10 Questions Regarding Scope of Services:

Susan Hyatt

susanh@gjcity.org

- 4.11 Contract:** The initial contract period shall be from October 1 through November 30, 2020 and may be renewed for a period up to 3 months, as mutually agreed by the City and the Consultant. All awards and extensions are subject to annual appropriation of funds.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A to G**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects, as follows:
1. Provide the name of the project manager for this assignment, including and overview of their experience as project manager for other similar assignments and amount of time this person is expected to spend on the project.
 2. Provide the names and resumes of key personnel that will be performing the proposed services, including the primary project manager.
 3. List the names of the subcontractors expected to be used, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of key subcontractor personnel who will be working on the assignment.
 4. Provide samples of relevant previous work products, especially sign designs and photographs of installed signs from past projects.
- C. Methodology and Approach to Scope of Work**
1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of the project and final product. Provide a specific timeline or schedule for the work. Show milestones and completion dates on the schedule.
 2. Describe the methods and timeline of communication your firm will use with the City’s project manager, other involved City staff, and other interested parties.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size. The reference should also include the description of the project scope and lead staff assigned to the project.

- E. Fee Proposal:** Provide a cost for the services and products broken down per task listed under the Scope of Work. The City is anticipating a budget ranging between \$50,000 to \$60,000 for this effort. Time and materials costs are not to exceed the amount of \$65,000. Provide a breakdown of all reimbursable expenses required to complete the work. If applicable, provide the subcontractor's costs as separate items. Provide hourly rate for your firm and all subcontractors. Provide total cost using Solicitation Response Form found in Section 6
- F. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The City reserves the right to reject any and all portions of proposals and take into consideration past performance, if available. The following parameters will be used to evaluate the submittals (in no particular order of priority). Definitions of each criterion is shown in parenthesis below each point.

- **Responsiveness of submittal to the RFP**
(Contractor has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the project and the objectives**
(Contractor's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Experience**
(Firm's proven proficiency in the successful completion of similar projects.)
- **Necessary Resources/Capability**
(Firm has provided sufficient information proving their available means to perform the required scope of work/service; to include appropriate bonding, insurance and all other requirements necessary to complete the project.)
- **Methodology & Implementation Plan**
(Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)
- **References**
(Proof of performance in projects of similar scope and size from previous clients. See Section 5.0 Item E – References.)
- **Fees**
(All fees associated with the project are provided and are complete and comprehensive.)

City also reserves the right to take into consideration past performance of previous awards/contracts with the City of any vendor, contractor, supplier, or service provider in determining final award(s). The City will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The City may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The City reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Consultant.

SECTION 7.0: SOLICITATION RESPONSE FORM**RFP-4825-20-SH Wayfinding Signage**

Offeror must submit entire Form completed, dated and signed.

Please supply pricing broken into three (3) categories:

	Description of Service	Full Cost of Service
1	Design of all signs	\$
2	Materials for all signs	\$
3	Installation of all signs	\$
	Grand Total for Complete Project	\$

GRAND TOTAL WRITTEN: _____ dollars.

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

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the City.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the City if the invoice is paid within _____ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date

EXHIBIT A

City of Grand Junction
Department of Public Works
Engineering Division

EXHIBIT A

Project: Wayfinding
Subject: Cost Estimate

Include (1) / Not Include (0)		1	1	1	1	1	1	1
Priority	Quantities	Riverfront	Maroon	Purple	Gold	Green	Pink	Total
(Step)	Elements	City Limits	Airport to Downtown	Monument Rd/South	Orchard Ave	26 Rd to Gunnison	Orchard Mesa Loop	
	Miles	25	6	10	8	7	6	62
1	Design	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1	Endpoints	2	2	2	2	2	2	12
10	Large Info Boards	9	0	0	0	0	0	9
2	Route Turns							
2	- Posts	4	11	8	7	3	10	43
2	- Signs	16	44	32	28	12	40	172
3	Route Directional Mileage Signs							
3	- Posts	22	6	5	4	3	3	43
3	- Signs	53	12	10	8	7	6	96
4	Bridge Signs	8	0	0	0	0	0	8
4	Signalized Intersections	0	6	3	8	5	2	24
4	Roundabouts	0	3	1	0	0	0	4
5	Shared-Use Path Setions	25	2	6	3	0	1	37
5	Shared Sidewalk Sections	0	1	2	1	0	1	5
6	Street Crossing Markings	0	1	4	12	0	6	23
7	Sharrow Sections	0	2	2	0	2	6	12

Priority	Estimated Costs	\$/unit	Riverfront	Maroon	Purple	Gold	Green	Pink	Total	Cumulative
1	Endpoints	\$ 80	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 160	\$ 960	\$ 960
10	Large Info Boards	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 960
2	Route Turns									\$ 960
2	- Posts	\$ 130	\$ 520	\$ 1,430	\$ 1,040	\$ 910	\$ 390	\$ 1,300	\$ 5,590	\$ 6,550
2	- Signs	\$ 45	\$ 720	\$ 1,980	\$ 1,440	\$ 1,260	\$ 540	\$ 1,800	\$ 7,740	\$ 14,290
3	Route Directional Mileage Signs									\$ 14,290
3	- Posts	\$ 130	\$ 2,860	\$ 780	\$ 650	\$ 520	\$ 390	\$ 390	\$ 5,590	\$ 19,880
3	- Signs	\$ 45	\$ 2,385	\$ 540	\$ 450	\$ 360	\$ 315	\$ 270	\$ 4,320	\$ 24,200
4	Bridge Signs	\$ 50	\$ 400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400	\$ 24,600
4	Signalized Intersections	\$ 215	\$ -	\$ 1,290	\$ 645	\$ 1,720	\$ 1,075	\$ 430	\$ 5,160	\$ 29,760
4	Roundabouts	\$ 215	\$ -	\$ 645	\$ 215	\$ -	\$ -	\$ -	\$ 860	\$ 30,620
5	Shared-Use Path Setions	\$ 215	\$ 5,375	\$ 430	\$ 1,290	\$ 645	\$ -	\$ 215	\$ 7,955	\$ 38,575
5	Shared Sidewalk Sections	\$ 215	\$ -	\$ 215	\$ 430	\$ 215	\$ -	\$ 215	\$ 1,075	\$ 39,650
6	Street Crossing Markings	\$ 250	\$ -	\$ 250	\$ 1,000	\$ 3,000	\$ -	\$ 1,500	\$ 5,750	\$ 45,400
7	Sharrow Sections	\$ 350	\$ -	\$ 700	\$ 700	\$ -	\$ 700	\$ 2,100	\$ 4,200	\$ 49,600
	Total		\$ 12,420	\$ 8,420	\$ 8,020	\$ 8,790	\$ 3,570	\$ 8,380	\$ 49,600	

Design

Total

\$ 15,000

Sum total

\$ 64,600

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Wayfinding Budget 8.18.2020.xlsx

EXHIBIT B

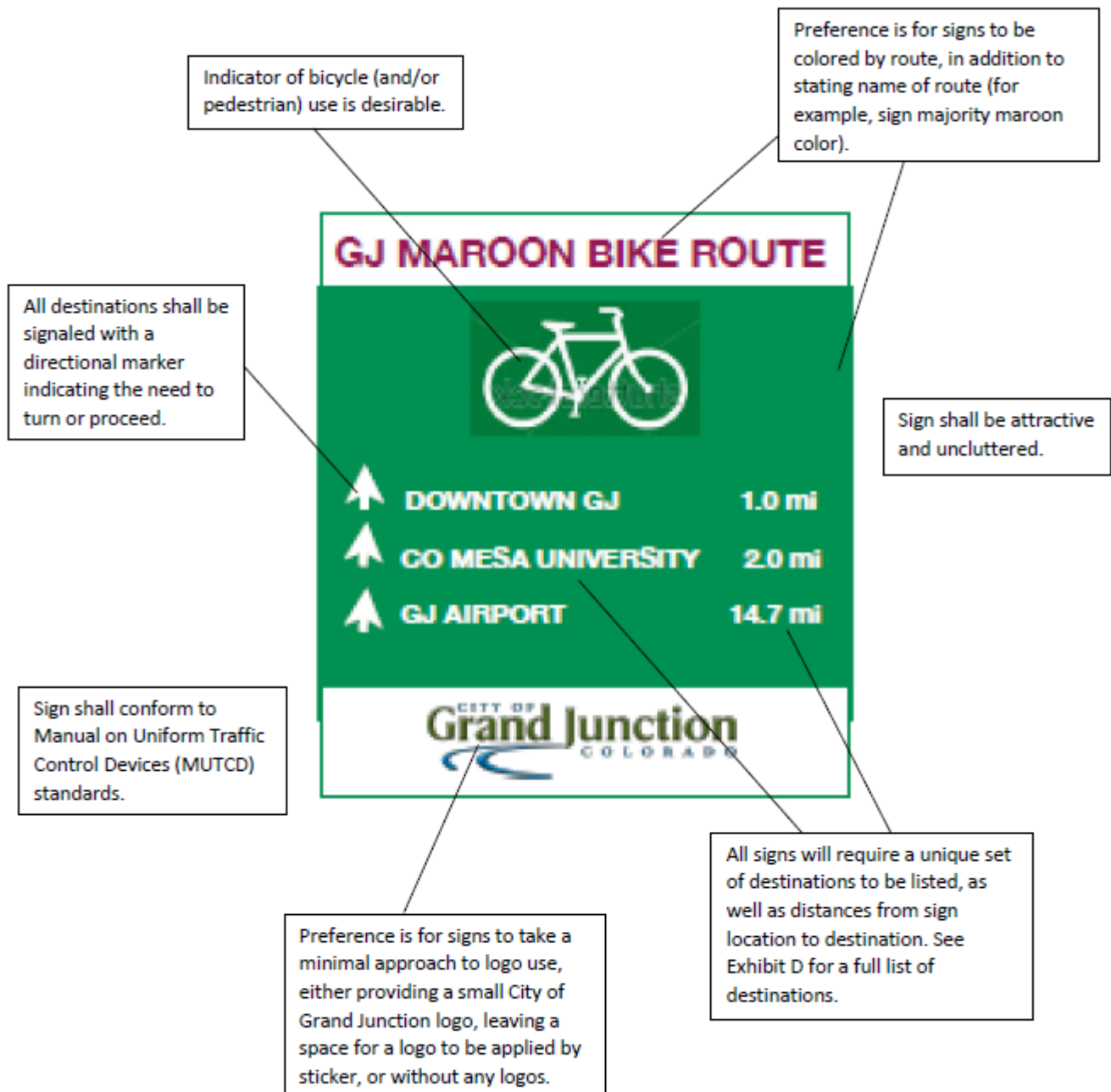


EXHIBIT C

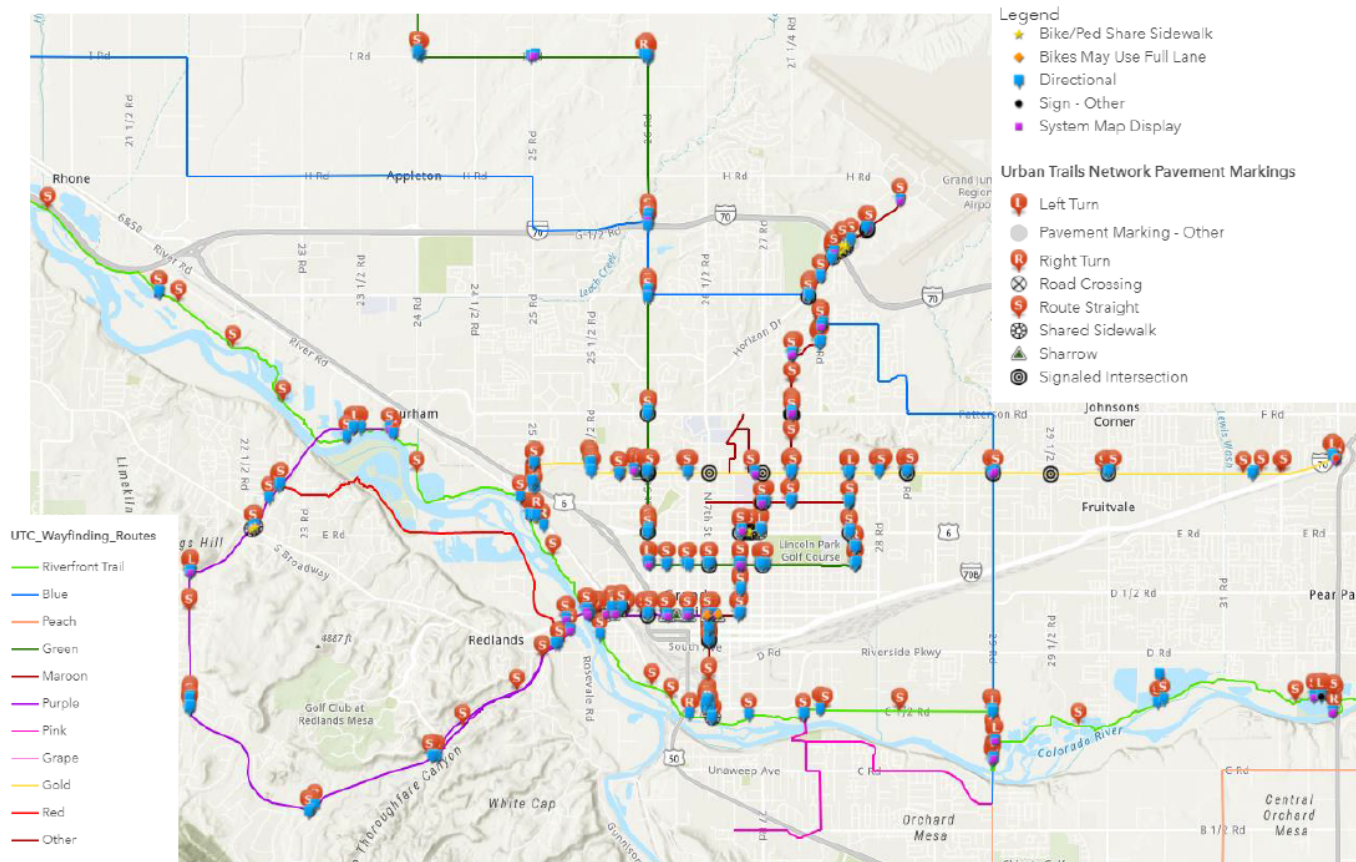


EXHIBIT D

The following list includes primary destinations for inclusion on wayfinding signage. These destinations are to be signaled on the routes indicated next to the destination.

DESTINATION	ROUTE(S)
Colorado Riverfront Trail Access	Maroon, Purple, Gold, Green, Pink
Horizon Drive Businesses	Purple, Gold
Colorado National Monument	Purple
Orchard Mesa	Pink, Riverfront
Colorado Mesa University	Gold, Green, Maroon, Riverfront
Corn Lake Colorado State Park	Riverfront
Redlands	Riverfront, Purple
Las Colonias Park	Riverfront, Pink, Purple, Maroon
Main Street	Riverfront, Maroon, Purple, Pink, Green
Redlands Parkway	Purple
Monument Road	Purple
Mesa Mall	Riverfront, Maroon, Purple, Gold
Lincoln Park	Maroon, Green, Gold
29 Road	Pink
Redlands Boat Launch	Riverfront
Eagle Rim Park	Pink
Dos Rios Elementary	Pink
Lunch Loops Bike Park	Purple, Riverfront
Airport	Maroon