



Purchasing Division

## Request for Quote

RFQ-5512-24-DD  
Fencing Along G Road and 24 Road Trail

**Responses Due:**  
October 3, 2024, prior to 1:00 PM

**Accepting Electronic Responses Only**  
**Responses Only Submitted Through the Rocky Mountain E-Purchasing**  
**System (RMEPS)**  
[www.bidnetdirect.com/colorado](http://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 the issue prior to the response deadline. 800-835-4603)

**NOTE: All City solicitation openings will continue to be held virtually.**

**Purchasing Representative:**  
Dolly Daniels, Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)  
970-256-4048

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# **1. Instructions to Bidders**

**NOTE:** It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that they have a clear and complete understanding of not only the scope, specifications, project requirements, etc., but also all other requirements, instructions, rules, regulations, laws, conditions, statements, procurement policies, etc. that are associated with the solicitation process and project/Work being solicited.

- 1.1. **A.D.A Document Compliance Requirements:** All work documents, and/or Quote/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the Accessibility Standards for Individuals with a Disability, as established by the Office Of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2. **Purpose:** The City of Grand Junction is soliciting competitive Quotes from qualified and interested Contractors for all labor, equipment, and materials to remove existing fence and install new fencing and gates as described in Section 3.2. All dimensions and scope of work should be verified by Contractors prior to submission of Quotes.
- 1.3. **Issuing Office:** This Invitation for Bid (IFB) is issued by the City of Grand Junction. All contact regarding this IFB is to be directed to:

Dolly Daniels; Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

With the exception of Pre-Bid or Site Visit Meeting(s) all questions, inquiries, comments, or communication pertaining to this solicitation (whether process, specifications, scope, etc.) must be directed (in writing) to the Purchasing Agent. Other communication may result in disqualification.

- 1.4. **Pre-Bid Meeting:** There will be no pre-bid meeting for this Project.
- 1.5. **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.6. **Procurement Process:** The most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#) is contracting.
- 1.7. **Submission:** ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website. ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).*** ***This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours***

*to process. Please Plan accordingly.)* Please view our “**Electronic Vendor Registration Guide**” at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If the website or other problems arise during response submission, the vendor **MUST** contact RMEPS to resolve the issue prior to the response deadline **800-835-4603**).

**Bid Opening for Fencing Along G Road and 24 Road Trail**  
**Oct 3, 2024, 2:00 – 2:30 PM (America/Denver)**

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/257255581>

You can also dial in using your phone.

Access Code: 257-255-581

United States: [+1 \(224\) 501-3412](tel:+12245013412)

Join from a video-conferencing room or system.

Meeting ID: 257-255-581

Dial in or type: 67.217.95.2 or [inroomlink.goto.com](https://inroomlink.goto.com)

Or dial directly: 257255581@67.217.95.2 or 67.217.95.2##257255581

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

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

- 1.8. **Modification and Withdrawal of Quotes Before Opening.** Quotes may be modified or withdrawn by an appropriate document stating such, duly executed and submitted to the place where Quotes are to be submitted at any time prior to Quote Opening.
- 1.9. **Printed Form for Price Quote:** All Price Quotes must be made upon the Price Quote Schedule attached and should give the amounts both in words and in figures and must be signed and acknowledged by the Bidder.

The Bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall provide the products (in numbers) of the respective unit prices and quantities in the Extended Amount column. The total Quote price shall be equal to the sum of all extended amount prices. When an item in the Price Quote Schedule provides a choice to be made by the Bidder, Bidder's choice shall be indicated in accordance with the specifications for that particular item and thereafter no further choice shall be permitted.

Where the unit of a pay item is lump sum, the lump sum amount shall be shown in the "extended amount" column and included in the summation of the total Quote.

All blank spaces in the Price Quote Schedule must be properly filled out.

Quotes by corporations must be executed in the corporate name by the president or vice president or other corporate office accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown below the signature.

Quotes by partnerships must be executed in the partnership name and signed by a partner whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Bidder's Quote shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Contractor's Quote Form.

The contact information to which communications regarding the Quote are to be directed must be shown.

- 1.10. **Exclusions:** No oral, telephonic, emailed, or facsimile Quote will be considered
- 1.11. **Contract Documents:** The complete RFQ and Bidder's response compose the Contract Documents. Copies of Quote documents can be obtained from the City Purchasing website, <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> .
- 1.12. **Additional Documents:** The July 2010 edition of the "City Standard Contract Documents for Capital Improvements Construction", Plans, Specifications and other Quote Documents are available for review or download on the Purchasing Bids page at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids>.
- 1.13. **Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.14. **Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Bidder to receive or examine any form, addendum, or other document shall in no way relieve any Bidder from any obligation with respect to its Quote. The submission of a Quote shall be taken as evidence of compliance with this section. Prior to submitting a Quote, each Bidder shall, at a minimum:
  - a. Examine the *Contract Documents* thoroughly;
  - b. Visit the site to familiarize with local conditions that may in any manner affect cost, progress, or performance of the Work;
  - c. Become familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress or performance of the Work;
  - d. Study and carefully correlate Bidder's observations with the *Contract Documents*, and;
  - e. Notify the Purchasing Agent of all conflicts, errors, ambiguities or discrepancies in or among the *Contract Documents* within the designated inquiry period.

On request, the Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of a Quote. It shall be the Bidder's responsibility to make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions of the site or otherwise which may

affect cost, progress or performance of the Work and which the Bidder deems necessary to determine its Quote for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

By submission of a Quote, the Bidder shall be conclusively presumed to represent that the Bidder has complied with every requirement of these Instructions to Bidders, that the *Contract Documents* are not ambiguous and are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

- 1.15. **Questions Regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time, prior to the inquiry deadline.
- 1.16. **Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be posted electronically on the City's website at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> . The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner, unless such clarification or change is provided in written addendum form from the City Purchasing Representative.
- 1.17. **Taxes:** The Owner is exempt from State retail and Federal tax. The Quote price must be net, exclusive of taxes.
- 1.18. **Sales and Use Taxes:** The Contractor and all Subcontractors are required to obtain exemption certificates from the Colorado Department of Revenue for sales and use taxes in accordance with the provisions of the General Contract Conditions. Quotes shall reflect this method of accounting for sales and use taxes on materials, fixtures and equipment.
- 1.19. **Offers Binding 60 Days:** Unless additional time is required by the Owner, or otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Bidder, upon request of the Purchasing Representative, agrees to an extension.
- 1.20. **Exceptions and Substitutions:** All Quotes meeting the intent of this IFB shall be considered for award. A Contractor taking exception to the specifications does so at the Bidder's risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Contractor must state any exception(s) in the section to which the exception(s) pertains. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates that the Contractor has not taken exceptions, and if awarded a Contract, shall hold the Contractor responsible to perform in strict accordance with the specifications or scope of the proposal and contract documents.
- 1.21. **Collusion Clause:** Each Contractor 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 Owner may or may not, at its discretion,

accept future proposals for the same service or commodities for participants in such collusion.

- 1.22. Disqualification of Bidders:** A Quote will not be accepted from, nor shall a Contract be awarded to, any person, Contractor, or corporation 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 deemed irresponsible or unreliable.

Bidders may be required to submit satisfactory evidence that it is responsible, have a practical knowledge of the project Quote upon and that it has the necessary financial and other resources to complete the proposed Work.

Either of the following reasons, without limitation, shall be considered sufficient to disqualify a Bidder and Quote:

- a. More than one Quote is submitted for the same Work from an individual, Contractor, or corporation under the same or different name; and
- b. Evidence of collusion among Bidders. Any participant in such collusion shall not receive recognition as a Bidder for any future Work of the Owner until such participant has been reinstated as a qualified Bidder.

- 1.23. Public Disclosure Record:** If the Bidder has knowledge of its employee(s) or sub-Contractors having an immediate family relationship with an Owner employee or elected official, the Bidder must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

## **2. General Contract Conditions for Construction Projects**

- 2.1. The Contract:** This Request for Quote submitted documents, and any negotiations, when properly accepted by the City, shall constitute a Contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its 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 intention of the Contract Documents is to include all labor, materials, equipment, Work and other items necessary for the

proper execution and completion of the Scope of Work as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.

- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts as provided in the contract. The Owner will have authority to reject Work which does not conform to the Contract documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its 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 it 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.
- 2.6. Sub-Contractors:** A 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 its authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its Quote response to the Owner, in writing for acceptance, a list of the names of the sub-Contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-Contractors proposed for the principal portions of the Work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the



successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

- 2.8. Substitutions:** The materials, products and equipment described in the *Solicitation Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Quotes unless the Bidder submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Quotes. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Bidder shall set forth changes in other materials, equipment, or other portions of the Work including changes of the Work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Quotes, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
- 2.9. Supervision and Construction Procedures:** The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the contract.
- 2.10. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by the correction, removal or replacement of its defective Work.
- 2.11. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental 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, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents

are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. 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, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.

**2.12. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-Contractors, its agents and employees, and all other persons performing any of the Work under a contract with the Contractor.

**2.13. 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.

**2.14. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.

**2.15. Insurance:** The selected Bidder 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 Bidder pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Bidder 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.

Bidder shall procure and maintain and, if applicable, shall cause any Subcontractor of the Bidder to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurance acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Bidder pursuant to this Section. 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 in the Special Conditions:

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

(b) General Liability insurance with minimum combined single limits of:

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) 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 interest's provision.

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

FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each occurrence and  
FIVE HUNDRED THOUSAND DOLLARS (\$500,000) aggregate

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 Bidder's 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 City and/or County, and the City's and/or County'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.

- 2.16. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, 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 Contractor, or of any Contractor's agent, employee, sub-Contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.17. Miscellaneous Conditions: Material Availability:** Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of Quote. It is the responsibility of the Bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All Bidders agree and warrant that Work 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 Work does not conform to OSHA standards, the Owner may require the Work to be redone at no additional expense to the Owner.
- 2.18. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Bidder to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Quote Form. The Date of Final Completion of the Work is

the date certified by the Owner when all construction, and all other Work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

- 2.19. Progress & Completion:** The Contractor shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.20. 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 it 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.
- 2.21. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions 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/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.
- 2.22. 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, it shall restore, at its 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.
- 2.23. 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, the contract sum and the contract time being adjusted accordingly. 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. The contract sum and the contract time may be changed only by Change Order.

- 2.24. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the contract sum or contract time resulting from such claim shall be authorized by Change Order.
- 2.25. 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.
- 2.26. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.27. Uncovering & Correction of Work:** The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional Work thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the Work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery 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. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.28. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.

- 2.29. Assignment:** The Contractor shall not sell, assign, transfer or convey the Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.30. Compliance with Laws:** Quotes must comply with all Federal, State, County and local laws governing the service and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.31. Confidentiality:** All information disclosed by the Owner 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.
- 2.32. Conflict of Interest:** No public official and/or City/County employee shall have interest in the Contract resulting from this Request for Quote.
- 2.33. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) acceptance of 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.
- 2.34. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor agrees to:
- 2.34.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.34.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, it is said that the Contractor is an Equal Opportunity Employer.
  - 2.34.3.** 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.
- 2.35. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.36. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the Contract employ Worker(s) without authorization Work or otherwise violate the provisions of the

Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.

- 2.37. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.38. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Work from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional Work and materials necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.39. 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 of the Contract Documents at any time in accordance with the terms thereof.
- 2.40. Force Majeure:** The Contractor 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 Contractor, unless otherwise specified in the Contract.
- 2.41. Independent Contractor:** The Contractor shall be legally considered an independent Contractor and neither the Contractor 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 Contractor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide the Contractor with any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.42. Nonconforming Terms and Conditions:** A Quote that includes terms and conditions that do not conform to the terms and conditions of this Request for Quote is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its Quote prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Quote on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Quotes or irregularities of any kind which may tend to make the Quote incomplete, indefinite, or ambiguous as to its meaning;

- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;
- f. Failure to list the names of Sub-Contractors used in the Quote preparation as may be required in the Solicitation Documents;
- g. Submission of a Quote that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Quote with any other Quote or contract; and
- i. Failure to calculate Quote prices as described herein.

**2.43. Evaluation of Quotes and Bidders:** The Owner reserves the right to:

- reject any and all Quotes,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive or conditional Quotes.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Quotes.

The Owner may consider the qualifications and experience of Sub-Contractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Sub-Contractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Quote and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Sub-Contractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Bidder shall furnish the Owner with all information and data requested by the Owner to determine the ability of the Bidder to perform the Work. The Owner reserves the right to reject the Quote if the evidence submitted by, or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.



By submitting a Quote, each Bidder authorizes the Owner to perform such investigation of the Bidder as the Owner deems necessary to establish the responsibility, qualifications, and financial ability of the Bidder and, by its signature thereon, authorizes the Owner to obtain reference information concerning the Bidder and releases the party providing such information and the Owner from any and all liability to the Bidder as a result of such reference information so provided.

The Owner reserves the right to reject the Quote of any Bidder who does not pass any evaluation to the Owner's satisfaction.

If the Contract is to be awarded, it will be awarded to the Bidder who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Quote Schedules or alternates, either in whole or in part.

**2.44. Award of Contract:** Unless otherwise indicated, a single award will be made for all the Quote items in an individual Quote schedule. In the event that the Work is contained in more than one Quote Schedule, the City may award Schedules individually or in combination. In the case of two Quote Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Quote Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond, and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Quote Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

**2.45. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.

**2.46. 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 Owner.

**2.47. Patents/Copyrights:** The Contractor 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 Contractor 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 Request for Quote.

- 2.48. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.49. Venue:** Any agreement as a result of responding to this IFB 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.
- 2.50. Expenses:** Expenses incurred in preparation, submission, and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.51. Sovereign Immunity:** The Owner specifically reserves and asserts its right under Colorado Law and the cases applying and construing the same, including but not limited to the Colorado Governmental Immunity Act, 24-10-101 S.R.S. et seq.
- 2.52. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from this fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. State of Colorado law prohibit obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.53. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City/County. 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 Quote. The quantities furnished in this Quote document are only for the City/County. It does not include quantities for any other jurisdiction. The City or County will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City/County 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 its specific delivery and invoicing instructions.
- 2.54. 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. 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. 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).

**2.54.1.** "Public 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 money.

### **3. Statement of Work**

**3.1. GENERAL / BACKGROUND:** The City of Grand Junction is soliciting competitive Quotes from qualified and interested Contractors for all labor, equipment, and materials to remove existing fences and install new fencing and gates as described below. All dimensions and scope of work should be verified by Contractors prior to submission of Quotes.

#### **3.2. SCOPE OF WORK:**

##### **North Field Fence**

Remove existing fence and place approximately 1,250 linear feet of 6" vertical spaced wire and 6" horizontal spaced wire, 48" in height with woven wire livestock fencing and two strands of 12.5-gauge barbed wire along the top of the fence line. Fencing shall include wood corner, gate braces and end line bracing as may be necessary.

One (1), 12' no-climb tube gate to be installed at the field approach curb cut along G Road, as identified on drawings.

##### **West Field Fence**

Approximately 1,800 linear feet of 2" vertical spaced wire and 4" horizontal spaced wire, 48" in height with 12.5-gauge, non-climb, woven wire livestock fencing and two strands of 12.5-gauge barbless wire along the top of the fence line. The fence will be constructed with metal T-posts on twelve-foot centers with wood posts every 5<sup>th</sup> post. Fencing shall include wood corner braces, gate braces and end line bracing as may be necessary.

One (1), 12-foot, "non-climb", tube gate, and two (2), 16-foot, "non-climb", tube gates as identified on drawings.

Temporary access to the field as necessary to construct the fencing is allowed.

### 3.3. SPECIAL CONDITIONS & PROVISIONS:

**3.3.1 Pre-Bid Meeting:** There will be no pre-bid meeting for this Project.

#### 3.3.2 QUESTIONS REGARDING SOLICITATION PROCESS/SCOPE OF WORK:

Dolly Daniels, Senior Buyer  
City of Grand Junction  
[dollyd@gjcity.org](mailto:dollyd@gjcity.org)

**3.3.3 Project Manager:** The Project Manager for the Project is Eric Rink, Project Engineer, who can be reached at (970) 244-1585 or by email at [ericr@gjcity.org](mailto:ericr@gjcity.org). During construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Attn: Eric Rink  
244 N. 7<sup>th</sup> Ave  
Grand Junction, CO 81501  
[ericr@gjcity.org](mailto:ericr@gjcity.org)

**3.3.4 Contract Administrator:** The Contract Administrator for the Project is Duane Hoff Jr., Contract Administrator, who can be reached at (970)244-1545. During Construction, contract related inquiries, issues, and other communications shall be directed to:

Duane Hoff Jr., Contract Administrator  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

**3.3.5 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the Project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to: taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.3.6 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO.

Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such Work.

**3.3.7 Contract:** A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) Additional Documents as stated in Section 1.10, (3) the Bidder's response (Quote) to the IFB, (4) clarification of the Quote, if any, and (5) the City's Purchasing

Department's acceptance of the Quote by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the IFB shall be incorporated into the Contract by reference.

A. The Contract expresses the complete agreement of the parties and, performance shall be governed solely by the specifications and requirements contained therein.

B. Any change to the Contract, whether by modification and/or supplementation, must be accomplished by a formal Contract amendment signed and approved by and between the duly authorized representative of the Bidder and the City Purchasing Agent or by a modified Purchase Order prior to the effective date of such modification. The Bidder expressly and explicitly understands and agrees that no other method and/or no other document, including acts and oral communications by or from any person, shall be used or construed as an amendment or modification to the Contract.

**3.3.8 Time of Completion:** The scheduled time of Completion for the Project is 30 Calendar Days from the date of the Notice to Proceed.

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

**3.3.9 Working Days and Hours:** The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:

All Work shall be performed between the hours of 7:00 AM to 5:00 PM.

**3.3.10 Licenses and Permits:** The City will issue a "Work in the Right-of-Way permit at no cost to the Contractor.

**3.3.11 Quality Control Testing:** Contractor shall perform all Quality Control (QC) testing. The City will perform necessary Quality Assurance (QA) testing.

**3.3.12 Authorized Representatives of the City:** Those authorized to represent the City shall include Purchasing Agent, Engineers, and Inspectors employed by the City, only

**3.3.13 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up Work shall be considered incidental and will not be paid for separately.

**3.3.14 Excess Material:** All excess materials shall be disposed of in accordance with General Contract Condition Section 50.

**3.3.15 Incidental Items:** Any item of Work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of Work, will be considered as incidental to those items, and will be included in the cost of those items.

**3.4. Attachments:**

- A: Price Bid Schedule
- B: Fencing Map

**3.5. Contractor Quote Documents:** For Contractor’s convenience, the following is a list of forms/items to be submitted with the Contractor’s Quote response. However, should a form/item not be listed in this section, but required in the solicitation documents, it is the Contractor’s responsibility to ensure all forms/items are submitted.

- **Contractor’s Quote Form**
- **Price Bid Schedule**

**3.6. IFB TENTATIVE TIME SCHEDULE:**

Request for Quote available	September 17, 2024
Inquiry deadline, no questions after this date	September 25, 2024
Addendum Posted	September 26, 2024
Submittal deadline for proposals	October 3, 2024, 2:00 PM
Notice of Award & Contract execution	October 7, 2024
Final Completion	30 Calendar Days from the Notice to Proceed

## **4. Contractor's Quote Form**

**Quote Date:** \_\_\_\_\_

**Project:** RFQ-5512-24-DD "Fencing Along G Road and 24 Road Trail"

**Quoting Company:** \_\_\_\_\_

**Name of Authorized Agent:** \_\_\_\_\_

**Email** \_\_\_\_\_

**Telephone** \_\_\_\_\_ **Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

The undersigned Bidder, in compliance with the Request for Quote, having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and any and all Addenda thereto, having investigated the location of, and conditions affecting the proposed work, hereby proposes to furnish all labor, materials and supplies, and to perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Contractor's Quote Form is a part.

The undersigned Contractor does hereby declare and stipulate that this offer is made in good faith without collusion or connection to any person(s) providing an offer for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

The Owner reserves the right to make the award on the basis of the offer deemed most favorable, to waive any formalities or technicalities and to reject any or all offers. It is further agreed that this offer may not be withdrawn for a period of sixty (60) calendar days after closing time. Submission of clarifications and revised offers automatically establish a new thirty day (30) period.

- Prices in this Quote 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 Contractor to submit a Quote proposal for the purpose of restricting competition.
- The individual signing this Quote proposal certifies it is a legal agent of the Bidder, authorized to represent the Bidder 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. 98-03544. 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 Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. The Owner reserves the right to take into account any such discounts when determining the Quote award that are no less than Net 10 days.

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 Bidder to ensure all Addenda have been received and acknowledged.  
*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

**Company:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

The Bidder proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder acknowledges the right of the City to reject any and all Quotes submitted and to waive informalities and irregularities therein in the City's sole discretion.

By submission of the Quote, each Bidder certifies, and in the case of a joint Quote each party thereto certifies as to its own organization, that this Quote has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Quote with any other Bidder or with any competitor.



**PRICE BID SCHEDULE**  
**Fencing Along G Road and 24 Road Trail**  
**RFQ-5512-24-DD**

Description	Lump Sum Pricing
Provide labor and materials to complete the fencing scope of work as stated in Section 3.2.	\$ _____

Lump Sum Amount Written:

\_\_\_\_\_ Dollars

*By signing below, the Undersigned agree to comply with all terms and conditions contained herein.*

**Company:** \_\_\_\_\_

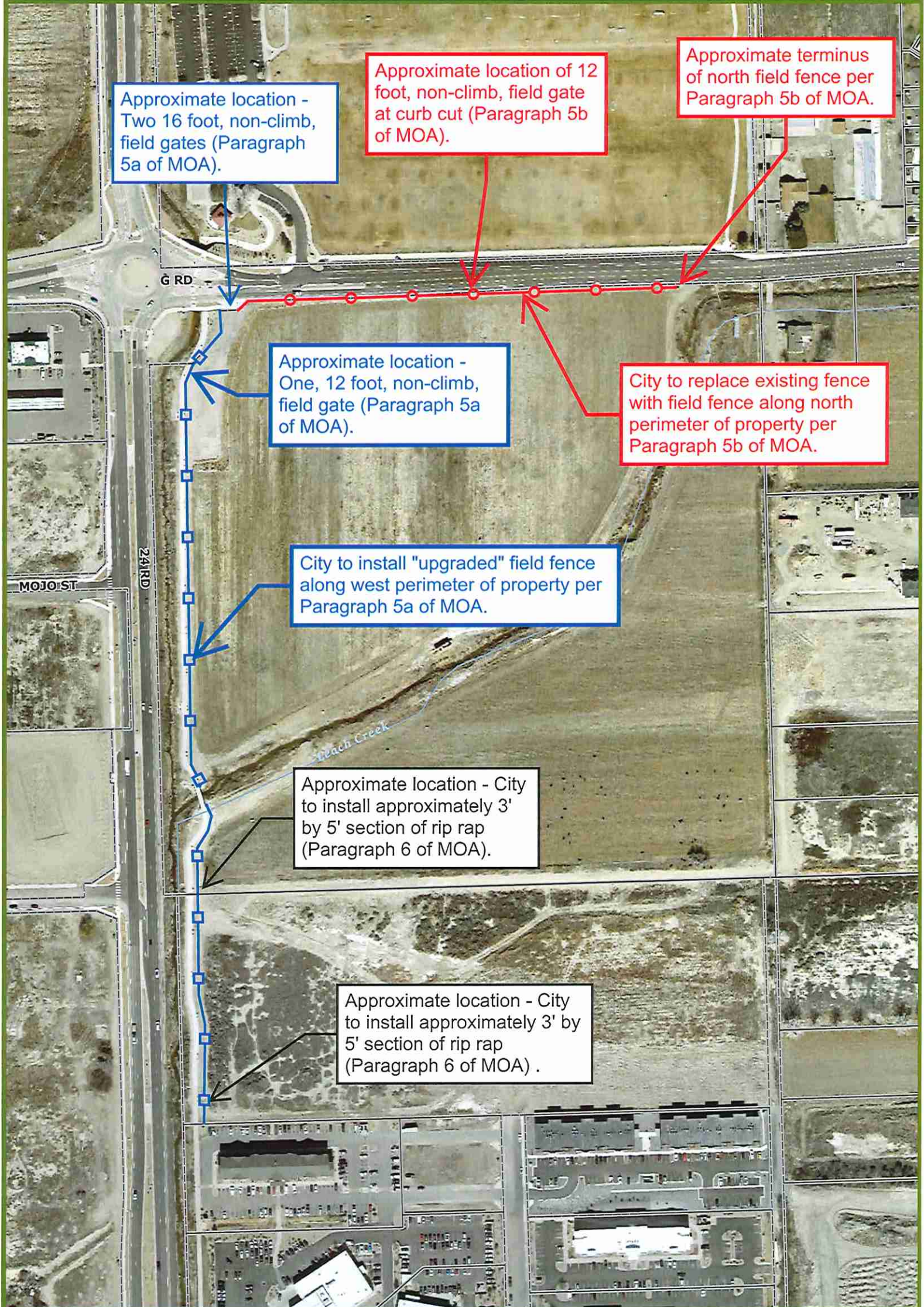
**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



# Usher NV, LLC - Exhibit A



Approximate location - Two 16 foot, non-climb, field gates (Paragraph 5a of MOA).

Approximate location of 12 foot, non-climb, field gate at curb cut (Paragraph 5b of MOA).

Approximate terminus of north field fence per Paragraph 5b of MOA.

Approximate location - One, 12 foot, non-climb, field gate (Paragraph 5a of MOA).

City to replace existing fence with field fence along north perimeter of property per Paragraph 5b of MOA.

City to install "upgraded" field fence along west perimeter of property per Paragraph 5a of MOA.

Approximate location - City to install approximately 3' by 5' section of rip rap (Paragraph 6 of MOA).

Approximate location - City to install approximately 3' by 5' section of rip rap (Paragraph 6 of MOA).



Printed: 7/29/2024  
1 inch equals 188 feet  
Scale: 1:2,257