



Please send the invoice for this order to the address shown. Failure to use our order number on any documentation pertaining to this order may result in return of shipment or delayed payment.

Supplier:

Taylor Fence Company
P.O. Box 3125
Grand Junction, CO 81502

Ship To:

2529 High Country Court
GRAND JUNCTION, CO 81501
UNITED STATES

Bill To:

City Hall
250 N 5th Street
GRAND JUNCTION, CO 81501
UNITED STATES

SUPPLIER #: 11475
FAX#:
EMAIL:

Order Number
GJPO100477

Order Date
06/25/2025

SOLICITATION #:
NOTES: Award for RFQ-5693-25-KN.

Installation of Field Netting at Columbine Park

<i>Tax Terms</i>		<i>For the tax-exempt purchase, Grand Junction's tax ID is 84-6000592</i>			
		<i>All Library Purchases are Tax Exempt - Tax ID 98-03544</i>			
Requestor allisonl@gjcity.org		Phone 1-970-254-3861	Net Terms Net 30	Date Required 06/23/2025	
QUANTITY	UNIT	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Installation of Field Netting for Columbine Park		47,472.00
Total					47,472.00

Approved:



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 25th day of June, 2025 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Taylor Fence Company** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Field Netting for Columbine Park RFQ-5693-25-KN**.

WHEREAS, the Contract has been awarded to the above-named Contractor by the Owner, and said Contractor is now ready, willing, and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Solicitation Documents for the Project; **Field Netting for Columbine Park**;
- c. Notice of Award
- d. Contractors Response to the Solicitation
- e. Field Orders
- f. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the lump sum of **Forty-Seven Thousand, Four Hundred Seventy-Two and 00/100 Dollars (\$47,472.00).** The City will be pursuing the bid alternate option. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council Board of Commissioners for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work is completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. Thirty (30) days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such

payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

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

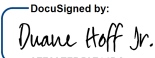
ARTICLE 7

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

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

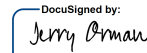
The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: 
Duane Hoff Jr., Contract Administrator

6/30/2025
Date

Taylor Fence Company

By: 
Jerry Orman
Vice President

6/30/2025
Date



Purchasing Division

Request for Quote

RFQ-5693-25-KN

Field Netting for Columbine Park

Responses Due:

June 12, 2025, prior to 10:30 AM

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 the issue prior to the response deadline. 800-835-4603)

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

Purchasing Representative:

Kassy Nelson, Buyer

kassy.nelson@gjcity.org

970-244-1546

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1. Instructions to Quoters

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 to submit quotes for all labor, equipment, and materials for installation of a safety net and poles to divide the two softball fields at Columbine Park. See Section 3.2 for details. All dimensions and scope of work should be verified by Contractors prior to submission of Quotes.
- 1.3. Issuing Office:** This Request for Quote (RFQ) is issued by the City of Grand Junction. All contact regarding this RFQ is to be directed to:

Kassy Nelson; Buyer
kassy.nelson@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. Non-Mandatory Pre-Bid Site Walk Down Meeting:** Interested Contractors are strongly encouraged to attend a site visit. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Quote (RFQ). **The site visit meeting shall take place on Wednesday, June 4th, at 9:30am at the softball fields at Columbine Park located at 540 28 ¼ Rd, Grand Junction.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.
- 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).** **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**).

Please join my meeting from your computer, tablet or smartphone.
<https://meet.goto.com/570573349>

You can also dial in using your phone.
 Access Code: 570-573-349
 United States: +1 (224) 501-3412
 - One-touch: tel:+12245013412,,570573349#

Join from a video-conferencing room or system.
 Meeting ID: 570-573-349
 Dial in or type: 67.217.95.2 or inroomlink.goto.com
 Or dial directly: 570573349@67.217.95.2 or 67.217.95.2##570573349

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 Quoter.

The Quoter 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 Quoter, Quoter'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 Quoter'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 Quoter'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. Definitions and Terms:** See Article I, Section 3 of the General Contract Conditions in the *Standard Contract Documents for Capital Improvements Construction*.
- 1.13. Examination of Specifications:** Quoters shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Quoter to receive or examine any form, addendum, or other document shall in no way relieve any Quoter 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 Quoter 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 Quoter'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 Quoter access to the site to conduct such investigations and tests as each Quoter deems necessary for submission of a Quote. It shall be the Quoter'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 Quoter 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 Quoter shall be conclusively presumed to represent that the Quoter has complied with every requirement of these Instructions to Quoters, 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.

- 1.14. 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.
- 1.15. 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.
- 1.16. Taxes:** The Owner is exempt from State retail and Federal tax. The Quote price must be net, exclusive of taxes.
- 1.17. 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.
- 1.18. 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 Quoter, upon request of the Purchasing Representative, agrees to an extension.
- 1.19. Exceptions and Substitutions:** All Quotes meeting the intent of this RFQ shall be considered for award. A Contractor taking exception to the specifications does so at the Quoter'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.
- 1.20. 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.

- 1.21. Disqualification of Quoters:** 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.

Quoters 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 Quoter 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 Quoters. Any participant in such collusion shall not receive recognition as a Quoter for any future Work of the Owner until such participant has been reinstated as a qualified Quoter.

- 1.22. Public Disclosure Record:** If the Quoter has knowledge of its employee(s) or sub-Contractors having an immediate family relationship with an Owner employee or elected official, the Quoter 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 perform the scope as required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such Work.
- 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 Quoter 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 Quoter 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. Quoters 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 Quoter 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 Quoter pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Quoter 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.

Quoter shall procure and maintain and, if applicable, shall cause any Subcontractor of the Quoter 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 Quoter 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 Quoter'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 Quoter. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Quoter 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 Quoter to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All Quoters agree and warrant that Work performed in response to this request 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 Quoter 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 completed. 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 RFQ, 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 Contractor 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 Quoters: 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 Quoter,
- negotiate final terms with the Successful Quoter,
- 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 Quoter, 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 Quoter shall furnish the Owner with all information and data requested by the Owner to determine the ability of the Quoter to perform the Work. The Owner reserves the right to reject the Quote if the evidence submitted by, or investigation of such Quoter fails to satisfy the Owner that such Quoter is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

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

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

If the Contract is to be awarded, it will be awarded to the Quoter 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 Quoter 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 Quoter 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 Quoter and the City and the Successful Quoter shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Quoter'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 Quoter 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 RFQ 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 RFQ 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 prohibits 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 to submit quotes for all labor, equipment, and materials for installation of a safety net and poles to divide the two softball fields at Columbine Park. All dimensions and scope of work should be verified by Contractors prior to submission of Quotes.

3.2. SCOPE OF WORK: This project involves the supply and installation of approximately 238 linear feet (LF) of 35-foot high barrier netting, supported by 40-foot above ground level (AGL) poles at Columbine Park (540 28 ¼ Rd.). The purpose of the installation is to provide an elevated barrier for containment or protection purposes.





3.2.1. Support Poles:

- If proposing treated **wooden** utility poles, they will be installed at 50-foot intervals (on center) and installed directly behind an existing chain-link fence.
- Provide recommendation for intervals for alternate utility poles (steel).
- Poles will be set 8 to 10 feet deep with compacted backfill to ensure stability.
- All corner, end, and angle poles will be anchored using galvanized steel screw-in anchors or bust-out type anchors with 3/8" steel cable.

3.2.2. Drilling:

- Drilling for pole installation will be performed using appropriate equipment.
- Any unforeseen drilling conditions such as rock, groundwater intrusion, or unstable soils may require a change order. This will be based on additional labor, materials, and equipment costs.
- Drilling spoils will be deposited at a designated on-site location as directed by the client. No additional site restoration or cleanup is included.

3.2.3. Netting:

- Barrier netting will be **Brand Name or Equal to** NETTEXX Inc. GF-X polyethylene range netting.
- Netting will feature a sewn-in 3/8" polyrope border.
- The net will be secured to the cable support system using galvanized snap hooks and shackles.
- **The vendor must provide material specification sheet on netting being proposed.**

3.2.4. Cables:

- Top & Bottom Support Cables: 3/8" galvanized steel aircraft cable (Minimum Breaking Strength: 14,400 lbs, Spec: MIL-W-83420D).
- Horizontal & Vertical Support Cables: 5/16" galvanized steel aircraft cable, PVC coated to 3/8", black in color, with same MBS and specification.

- All existing cables and hardware in the installation area will be inspected and either replaced or tightened to meet installation standards.

3.3. SPECIAL CONDITIONS & PROVISIONS:

3.3.1 Non-Mandatory Pre-Bid Site Walk Down Meeting: Interested Contractors are strongly encouraged to attend a site visit. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Quote (RFQ). **The site visit meeting shall take place on Wednesday, June 4th, at 9:30am at the softball fields at Columbine Park located at 540 28 ¼ Rd, Grand Junction.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.

3.3.2 QUESTIONS REGARDING SOLICIATION PROCESS/SCOPE OF WORK:

Kassy Nelson, Buyer
City of Grand Junction
kassy.nelson@gjcity.org

3.3.3 Project Manager: The Project Manager for the Project is Radny Coleman, Park Operations Superintendent, who can be reached at (970) 254-3821 or by email at randyc@gjcity.org. During installation, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction
Attn: Randy Coleman
2529 High Country Court
Grand Junction, CO 81501

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

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 RFQ and any amendments

thereto, (2) Additional Documents as stated in Section 1.10, (3) the Quoter's response (Quote) to the RFQ, (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 RFQ 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 Quoter and the City Purchasing Agent or by a modified Purchase Order prior to the effective date of such modification. The Quoter 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 business days from the date on the notice to proceed. **Installation can occur as soon as late June to August, otherwise October.**

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

3.3.11 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.

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

3.3.13 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. 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 Quote Schedule**
- **Insurance Certificate**
- **Material Specification Sheet (Netting)**

3.5. RFQ TENTATIVE TIME SCHEDULE:

Request for Quote available	May 28, 2025
Non-Mandatory Pre-Bid Site Visit	June 4, 2025, 9:30 AM
Inquiry deadline, no questions after this date	June 6, 2025
Addendum Posted	June 9, 2025
Submittal deadline for quotes	June 12, 2025, 10:30 AM
Notice of Award & Contract execution	June 17, 2025

4. Contractor's Quote Form

Quote Date: _____

Project: RFQ-5693-25-KN "Field Netting for Columbine Park"

Quoting Company: _____

Name of Authorized Agent: _____

Email _____

Telephone _____ **Address** _____

City _____ **State** _____ **Zip** _____

The undersigned Quoter, in compliance with the Request for Quote, having examined the Instruction to Quoters, 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 Quoters, 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 Quoter, authorized to represent the Quoter 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 Quoter 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 Quoter proposes to subcontract the following portion of Work:

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

The undersigned Quoter 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 Quoter 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 Quoter or with any competitor.

PRICE QUOTE SCHEDULE: RFQ-5693-25-KN Field Netting for Columbine Park

Description	Lump Sum
Provide all labor, equipment, and materials for the installing a safety net and wooden poles to divide the two softball fields at Columbine Park as described in Section 3.2	\$_____
<u>BID ALTERNATE:</u> Provide all labor, equipment, and materials for the installing a safety net and steel poles to divide the two softball fields at Columbine Park as described in Section 3.2	\$_____

Total Lump Sum Amount Written:

_____Dollars

Bid Alternate Total Lump Sum Amount Written:

_____Dollars

Brand Name of Netting Provided: (attach material specification sheet)

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

Company: _____

Authorized Signature: _____

Title: _____

Date: _____



Purchasing Division

ADDENDUM NO. 1

DATE: June 9, 2025
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Field Netting for Columbine Park RFQ-5693-25-KN

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. **Q:** Is there a need for 40ft overall height for the post? Would 35 suffice since that would be the over height of the netting?
A: 35' posts are adequate.
2. **Q:** Would galvanized metal pipe be sufficient for the post?
A: Galvanized is acceptable, please include the price of black as an alternate. The company shall submit pricing on addendum one version of the price quote schedule below.
3. **Q:** Which side of the fence would the netting be installed?
A: West would be preferable, but we are open to recommendations.
4. **Q:** Would the netting be allowed to tie in with the existing back stop? This would allow for one less post in the foul territory.
A: Tied into the backstop is acceptable.
5. **Q:** Could the area in the dugout be completed with chain link to fill in the gap below the netting?
A: If the location is between the existing fence and the inside roofline, there is no expectation of fence or net. We may need to look at this for verification.
6. **Q:** Is the timeline flexible to wait for harder ground conditions to minimize damage to existing turf?
A: Timeline is flexible. However, due to grant funding, the project may have to be performed by the end of the year. We can discuss further with awarded Contractor.
7. **Q:** The requested product was range netting for golf usage, we would like to install netting specifically for baseball/ softball.

A: Preference is toward netting for baseballs and softballs, no longer the golf netting specified in solicitation.

8. **Q:** Will we be required to install padding on the new metal post for the netting? If so, is there a preference of style, thickness or color?

A: No, the City will provide padding.

9. **Q:** We will propose the netting to tie into the existing dugout at the same height (approx 20 ft). Once the netting is installed above the dugout it will terminate to the first 35 ft high post where it will continue to the end with a height of 35 ft. My question is, can the netting that is tied into the back stop and over the dugout be the same height as the backstop? The rest of the netting that stretches from the end of the dugout to the warning track will be overall 35 ft in height.

A: Yes, the netting can be equivalent to the height of the backstop to the north end of the dugouts. At this point it should increase to 35' to the warning track.

10. **Q:** Who will be responsible for locating private utilities on site?

A: The City will provide private locates, we will need 2 weeks' notice ahead of construction.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink that reads "K Nelson". The "K" is large and stylized, with the "Nelson" written in a cursive script.

Kassy Nelson, Buyer
City of Grand Junction, Colorado

ADDENDUM 1 PRICE QUOTE SCHEDULE: RFQ-5693-25-KN Field Netting for Columbine Park

Description	Lump Sum
Provide all labor, equipment, and materials for the installing a safety net and galvanized poles to divide the two softball fields at Columbine Park as described in Section 3.2	\$ _____
<u>BID ALTERNATE:</u> Provide all labor, equipment, and materials for the installing a safety net and black poles to divide the two softball fields at Columbine Park as described in Section 3.2	\$ _____

Total Lump Sum Amount Written:

_____ Dollars

Bid Alternate Total Lump Sum Amount Written:

_____ Dollars

Brand Name of Netting Provided: (attach material specification sheet)

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

Company: _____

Authorized Signature: _____

Title: _____

Date: _____



NOTICE OF AWARD

Date: June 25, 2025
Company: Taylor Fence Company
Project: Field Netting for Columbine Park RFQ-5693-25-KN

You have been awarded the City of Grand Junction Field Netting for Columbine Park RFQ-5693-25-KN for the lump sum of **Forty-Seven Thousand, Four Hundred Seventy-Two and 00/100 Dollars (\$47,472.00)**. The City will be pursuing the bid alternate option.

Please notify Randy Colemam, City of Grand Junction Park Operations Superintendent at 970-254-3821 or randyc@gjcity.org for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract, and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

Duane Hoff Jr., Contract Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Jurgens Inc dba Taylor Fence Company

By: DocuSigned by:
Jerry Orman Jerry Orman
0612E67219374E6

Title: Vice President

Date: 6/30/2025

4. Contractor's Quote FormQuote Date: 6/11/25

Project: RFQ-5693-25-KN "Field Netting for Columbine Park"

Quoting Company: Taylor Fence CompanyName of Authorized Agent: Jerry OrmanEmail jerry@taylorfencecolorado.comTelephone 970-241-1473Address 832 21 1/2 RoadCity Grand JunctionState COZip 81505

The undersigned Quoter, in compliance with the Request for Quote, having examined the Instruction to Quoters, 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 Quoters, the Specifications, and all other Solicitation Documents, all of which have been examined by the undersigned.

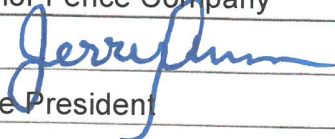
The Contractor also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this offer will be taken by the Owner as a binding covenant that the Contractor will be prepared to complete the project in its entirety.

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 Quoter, authorized to represent the Quoter 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 0 percent of the net dollar will be offered to the Owner if the invoice is paid within 30 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: 1.

It is the responsibility of the Quoter 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: Taylor Fence CompanyAuthorized Signature: Title: Vice President

The Quoter proposes to subcontract the following portion of Work:

<u>Name & address of Sub-Contractor</u>	<u>Description of work to be performed</u>	<u>% of Contract</u>
<u>Extreme Crane</u>	<u>Lift post into holes</u>	<u>5%</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

The undersigned Quoter 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 Quoter 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 Quoter or with any competitor.

ADDENDUM 1 PRICE QUOTE SCHEDULE: RFQ-5693-25-KN Field Netting for Columbine Park

Description	Lump Sum
Provide all labor, equipment, and materials for the installing a safety net and galvanized poles to divide the two softball fields at Columbine Park as described in Section 3.2	\$ 43,652.00
BID ALTERNATE: Provide all labor, equipment, and materials for the installing a safety net and black poles to divide the two softball fields at Columbine Park as described in Section 3.2	\$ 47,472.00

Total Lump Sum Amount Written:

Forty three thousand six hundred fifty two and 00/100 _____ Dollars

Bid Alternate Total Lump Sum Amount Written:

Forty seven thousand four hundred seventy two and 00/100 _____ Dollars

Brand Name of Netting Provided: (attach material specification sheet)

Pro-Net Custom Panel from Ci-Fabrics _____

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

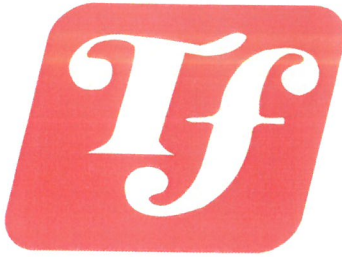
Company: Taylor Fence Company _____

Authorized Signature: _____

Title: Vice President _____

Date: 6-11-25 _____

TAYLOR FENCE COMPANY OF GRAND JUNCTION



832 21 1/2 ROAD P.O. BOX 3125
GRAND JUNCTION, CO 81502
970-241-1473
FAX 970-241-1475

SYMBOL OF QUALITY AND WORKMANSHIP
Project with Galv 6 5/8 posts

SUBMITTED TO

NAME: City of Grand Junction DATE: June 11, 2025

ADDRESS

CITY: PHONE:

WE PROPOSE TO FURNISH MATERIALS AND/OR PERFORM WORK DESCRIBED AND PRICED AS FOLLOWS ON TERMS AND CONDITIONS APPEARING ON THIS FORM.

FENCE HEIGHT: WIRE GAUGE: TERMINAL POST SIZE: LINE POST SIZE:

TOP RAIL SIZE: GATES: See below TYPE:

PROJECT: RFQ-5693-25-KN Field Netting for Columbine Park

Thank you for giving Taylor Fence the opportunity to bid on the above project. The materials are as follows:

50'	Pro-net Custom Panel #36 / 1 3/4 Black UV Inhibitor 11' 6" Tall over the dugout over the dugout
210'	Pro-net Custom Panel #36 / 1 3/4 Black UV Inhibitor 35' tall Between 1st and 3rd
6	6 5/8 x 45' Galv pipe posts with 5 3/4 inner sleeve pipe inside post
	posts will be set 42' between posts with posts caps
700'	5/16 galv Wire rope Middle run of netting and on the posts
600'	3/8 galv wire rope Top x Bottom of netting
60	1 1/2 weld on pad eyes welded to posts to hold the cable
30	1/2" x 6" Jaw/ Eye Turnbuckle Galv Turnbuckles
84	3/8 cable clamps
	3/8 Spring hooks to hold netting to the cable
	24" Dia x 7' Deep hole filled with concrete
	Equipment rental lifts and broom cable crane
11'	36" x 2" x 8ga Black Chainlink complete inside the dugout
	Post and Cable Dead man set in concrete

TOTAL FURNISHED AND INSTALLED \$43,652.00

1. Taylor Fence will not be responsible for any broken sprinkler lines or underground wires.

2. Certificate of insurance is available upon request.

3. If you have any questions please call.

4. This project must be installed in Jan or Feb when the ground is frozen

5. We acknowledge addendum 1

YOUR ACCEPTANCE WILL CONSTITUTE AN ORDER, WHICH, WITH OUR OFFICE APPROVAL, WILL BECOME AN AGREEMENT BETWEEN US.

PLEASE SIGN ORIGINAL

RESPECTFULLY SUBMITTED,

TAYLOR FENCE CO OF GRAND JUNCTION:

BY Jerry Orman
Jerry Orman

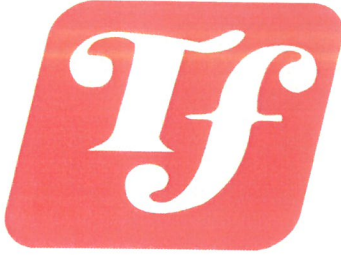
METHOD OF PAYMENT

DATE ACCEPTED

BUYER:

BY _____

TAYLOR FENCE COMPANY OF GRAND JUNCTION



832 21 1/2 ROAD P.O. BOX 3125
GRAND JUNCTION, CO 81502
970-241-1473
FAX 970-241-1475

SYMBOL OF QUALITY AND WORKMANSHIP
Project with Black 6 5/8 posts

SUBMITTED TO

NAME: City of Grand Junction DATE: June 11, 2025

ADDRESS

CITY:

PHONE:

WE PROPOSE TO FURNISH MATERIALS AND/OR PERFORM WORK DESCRIBED AND PRICED AS FOLLOWS ON TERMS AND CONDITIONS APPEARING ON THIS FORM.

FENCE HEIGHT: WIRE GAUGE: TERMINAL POST SIZE: LINE POST SIZE:

TOP RAIL SIZE: GATES: See below TYPE:

PROJECT: RFQ-5693-25-KN Field Netting for Columbine Park

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84	3/8 cable clamps
	3/8 Spring hooks to hold netting to the cable
	24" Dia x 7' Deep hole filled with concrete
	Equipment rental lifts and broom cable crane
11'	36" x 2" x 8ga Black Chainlink complete inside the dugout
	Post and Cable Dead man set in concrete

TOTAL FURNISHED AND INSTALLED

47.472.00

1. Taylor Fence will not be responsible for any broken sprinkler lines or underground wires.

2. Certificate of insurance is available upon request.

3. If you have any questions please call.

4. This project must be installed in Jan or Feb when the ground is frozen

5. We acknowledge addendum 1

YOUR ACCEPTANCE WILL CONSTITUTE AN ORDER, WHICH, WITH OUR OFFICE APPROVAL, WILL BECOME AN AGREEMENT BETWEEN US.

PLEASE SIGN ORIGINAL

RESPECTFULLY SUBMITTED,

TAYLOR FENCE CO OF GRAND JUNCTION:

BY

Jerry Orman
Jerry Orman

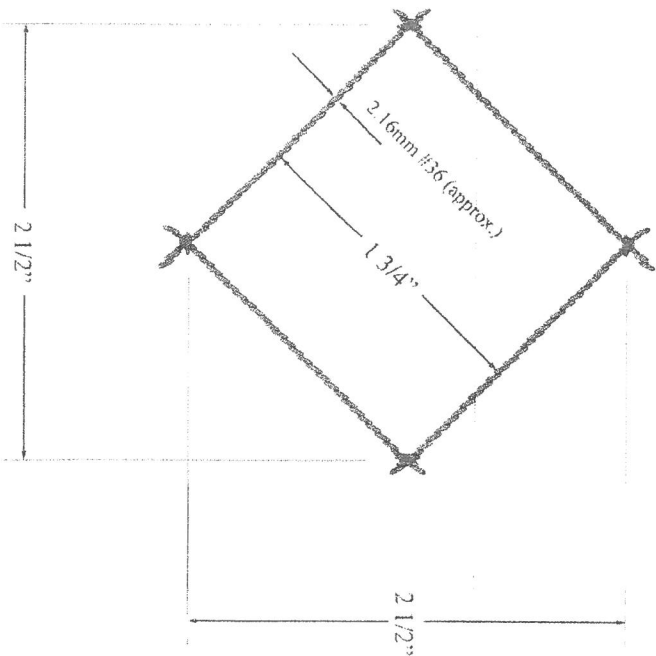
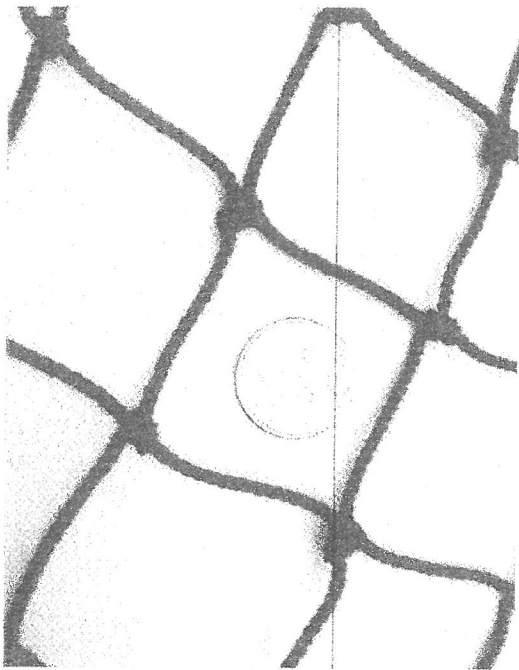
METHOD OF PAYMENT

DATE ACCEPTED

BUYER:

BY

#36 NYLON BARRIER NETTING
Mesh Properties



Netting Component:

- ~ Dupont type 66 high grade nylon
- ~ U.V. treated yarn
- ~ 3 Strand twisted & knotted construction
- ~ 3.5 inch stretch mesh / 1.75 inch opening
- ~ Dyed black and urethane bonded
- ~ 325.6 lb. Average single mesh break strength
- ~ Weight factor: 26.5 square feet = 1-lb.

Attachment Twine / Hanging Twine:

- ~ #48 braided polyester twine
- ~ 375 lb. Tensile strength
- ~ Dye treated

Perimeter Border Ropes & Riblines:

- ~ Braided synthetic cover
- ~ Parallel synthetic core
- ~ 3,500 lb. Tensile strength
- ~ 2,455 Wet abrasion cycles