CITY OF GRAND JUNCTION, COLORADO

****

CONTRACT

This CONTRACT made and entered into this 7th day of July, 2022 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 **Summit Recreation LLC** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses 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 **Design/Build Destination Playground Equipment and Installation for Dos Rios Park RFP-5035-22-DH**.

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. Negotiated Terms and Conditions/Scope of Work, Pricing, etc.
c. Solicitation Documents for the Project; **Design/Build Destination Playground Equipment and Installation for Dos Rios Park;**
d. Notice of Award

e. Contractors Response to the Solicitation
f. Work Change Requests (directing that changed work be performed);
g. Field Orders
h. 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 and Liquidated Damages: 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. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts 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 Guaranteed Maximum Price of **Three Hundred Sixty-Nine Thousand One Hundred Sixteen and 00/100 Dollars ($369,116.00).** 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 as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty 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

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

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 8

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 Date

Summit Recreation LLC

By: _____ _____
Date

QUOTATION June 30, 2022

Design/Build Playground for Dos Rios Park
Ken Sherbenou, Parks & Recreation Director
1340 Gunnison Avenue
Grand Junction, CO 81501
970-254-3881
kensh@gjcity.org

Project: **Design/Build Destination Playground for Dos Rios Park**

We are pleased to submit this quotation to supply the following items:

Description Lets Play

Humpback Chub Fish Sculpture	$220,450.00
Two-mast Spacenet L, Red	$ 79,470.00
Bug Steppers	$ 2,500.00
Spica 1	$ 2,420.00
Spinner Bowl	$ 1,460.00
Supernova	$ 9,600.00

Equipment Total: $315,900.00
Installation: $ 60,217.00
Freight: $ 12,240.00
Total: $388,357.00
Discount: -$ 29,992.00

Total: $358,365.00
Bond: $ 10,751.00

Total: $369,116.00

Terms:	Balance due upon completion of installation. A 1.5% per month finance charge may be imposed on all past due accounts. Pricing does not include any state or local taxes, permits, inspections, and/or prevailing wage rates. Pricing includes "Additional Insured" and "Completed Operations" insurance coverage. General Liability insurance coverage of $1,000,000/$2,000,000 aggregate is included; all other requirements must be reviewed and may involve other charges and/or may need to be waived as a requirement for this project.
Installation:	In the event of unforeseen soil, site and/or extreme digging conditions customers will be notified promptly to discuss corrective options and the possibility of additional charges. Installation charge reflects a one-time mobilization and is based on direct access to the site with a telehandler, skid steer, and/or truck. Installation pricing does not include any storage charges or removal and/or disposal of post install refuse.
Site Work:	Site preparation, initial grade, curbing, walks, ramps, gravel, and drainage supplied and installed by others. Summit Recreation will not be responsible for damage to unmarked utilities or irrigation lines. Price does not include repairs to hardscape or landscape due to completion of scope of work or access to the install site.

This quotation is valid for 30 days. Thank you for the opportunity to provide this quote!

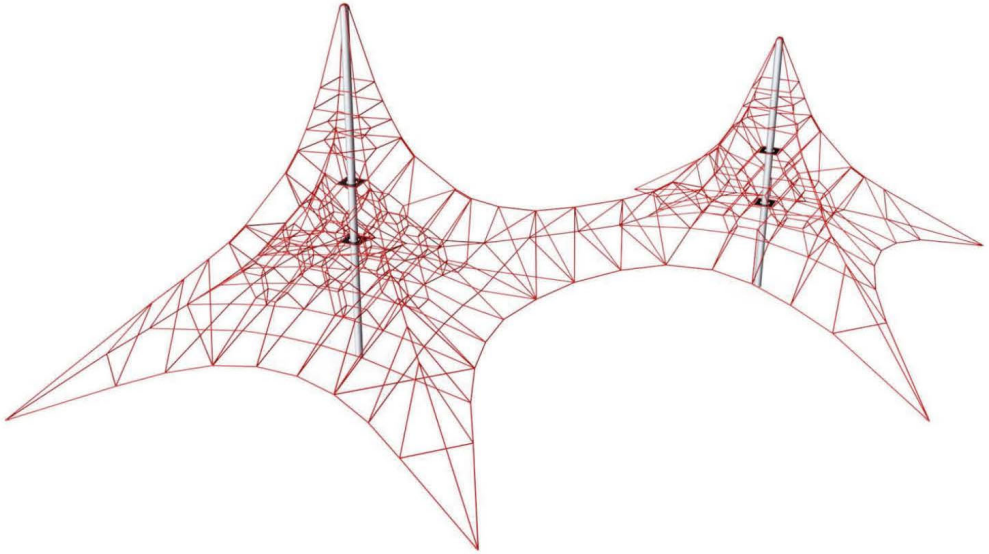
Accepted by Customer | Date

Print Name | Purchase Order Number

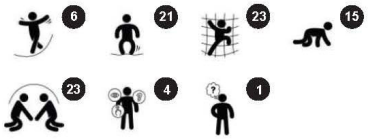
Summit Recreation
Lakewood :: Grand Junction
303-465-2286 office
www.SummitRecreation.com :: sales@summitrecreation.com

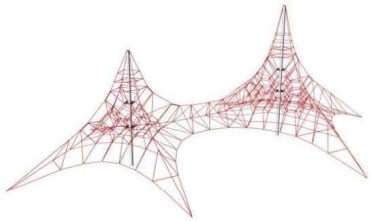
TWO-MAST SPACENET L

COR31322



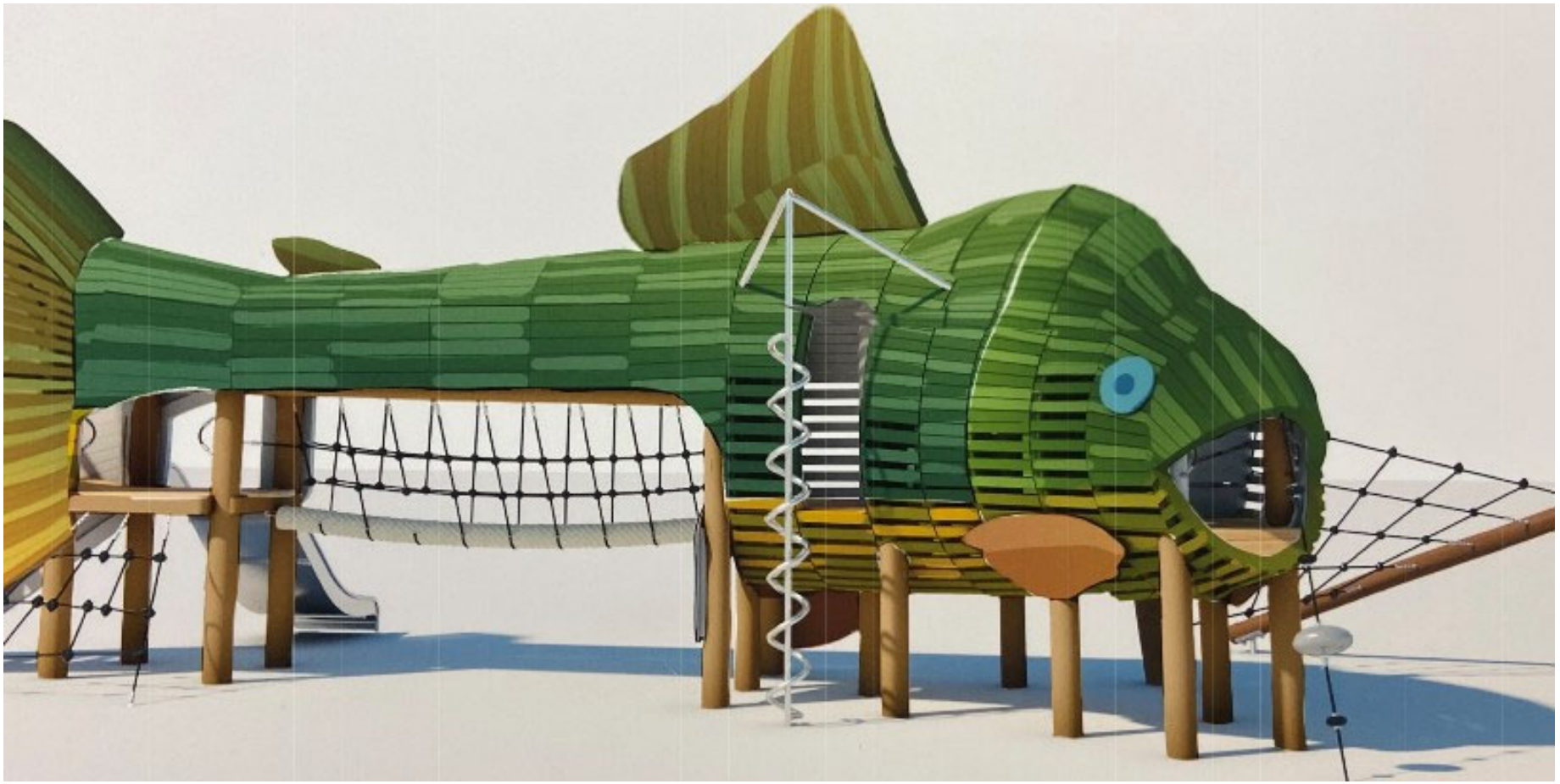
Item no. COR313221-1201	
General Product Information	
Dimensions LxWxH	75'7" x 40'11"x24'8"
Age Group	5-12
Play Capacity	75 children
Color Options	





With their impressive heights and volume, the Two-Mast Spacenet L compels children to climb up high. The feeling of achievement after climbing to the top is phenomenal. The children's climbing moves the net, creating thrill. This makes children come back again and again to the bouncy, climbing loops. Climbing the interdependent bouncy meshes of the transparent net is challenging and trains important motor skills such as balance and coordination. These motor skills are fundamental to sitting still or navigating crowded spaces safely. Major muscle groups get used when children climb the Two-Mast Spacenet L: arms push and pull, legs push and the core provides stability as the children cling onto the ropes. The Two-Mast Spacenet L trains courage and self regulation, skills necessary for children's social-emotional development.

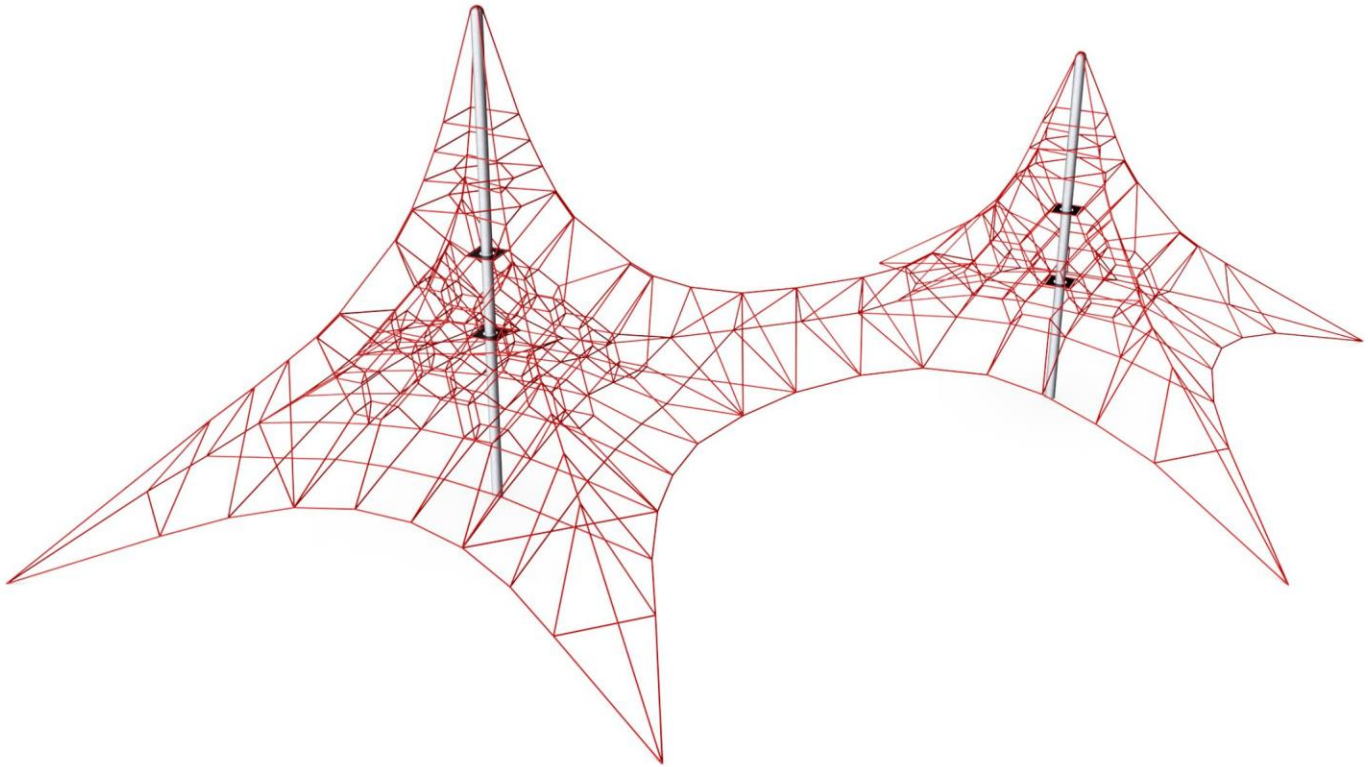
Data is subject to change without prior notice.

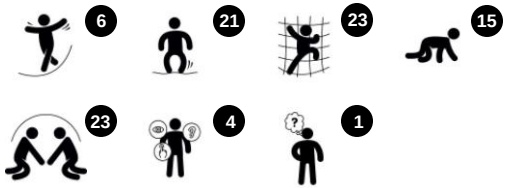


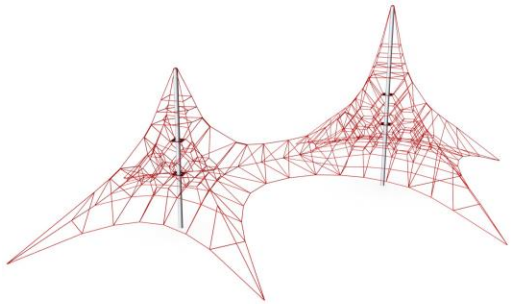
TWO-MAST SPACENET L

COR31322

Item no. COR313221-1201	
General Product Information	
Dimensions LxWxH	75’7” x 40’11”x24’8”
Age Group	5-12
Play Capacity	75 children
Color Options	







With their impressive heights and volume, the Two-Mast Spacenet L compels children to climb up high. The feeling of achievement after climbing to the top is phenomenal. The children’s climbing moves the net, creating thrill. This makes children come back again and again to the bouncy, climbing loops. Climbing the interdependent bouncy meshes of the transparent net is challenging and trains important motor skills such as balance and coordination. These motor skills are fundamental to sitting still or navigating crowded spaces safely. Major muscle groups get used when children climb the Two-Mast Spacenet L: arms push and pull, legs push and the core provides stability as the children cling onto the ropes. The Two-Mast Spacenet L trains courage and self regulation, skills necessary for children’s social-emotional development.

Data is subject to change without prior notice.

TWO-MAST SPACENET L

COR31322



Corocord ropes with .75" diameter or more are special „Hercules“ – type with galvanized six–stranded steel wires. Each strand is tightly wrapped with PES yarn, which is melted onto each indivudual strand. The ropes are higly wear-and vandalism-resistant and can be replaced at site if needed.



Corocord ‘S’ clamps are used as universal connections in Corocord products. .31" stainless steel rods with rounded edges are pressed around the ropes with a special hydraulic press, making them the ideal connector: safe, durable and vandalism-proof, all while allowing the typical movement of rope play structures.



The spacenets' main bearing ropes are equipped with an additional safety feature: should the main connections fail, the safety rope prevents collapse of the structure.

Item no. COR313221-1201	
Installation Information	
Max. fall height	7'1"
Safety surfacing area	2,678.00 ft²
Numbers of Installers (persons)	2
Total installation time	35
Excavation volume	21.27 yd³
Concrete volume	14.88 yd³
Footing Depth (Standard)	3' 11"
Shipment Weight	3,142 lbs
Anchoring options	In-ground ✓
Warranty information	
Corocord Rope	10 Years
S-Clamps	10 Years
Aluminum Clamps	10 Years
Membranes	2 Years
Spare parts guaranteed	10 Years



Corocord membranes consist of friction-proof rubberized material of conveyor belt quality with excellent UV resistance. Tested and compliant with REACH requirements for PAH. Embedded is a four-layered armouring made of woven polyester. The armouring and the two surface layers result in a total thickness of .29"



In the centre of the net is the mast, made of high quality seamless steel. The structure of the mast as an oscillating support is statically favorable and equalizes the oscillations in the net. The masts are hot dip galvanized as standard, with the design option of additional powder coating.



Through KOMPAN Variant Team, you can choose between additional 7 rope colors and customize your solution. The assortment is a wide span of colors ranking from elegant and expressive black or natural and toned-down hemp color, to a range of attractive and eye-catching signal colors.

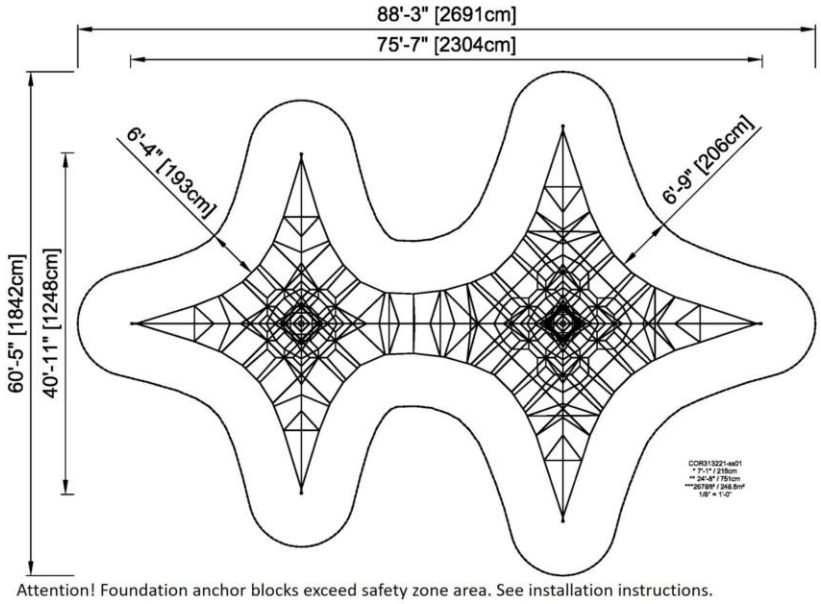
Elevated Activities **0**	Accessible Elevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present	**0**	**1**	**1**
Required	**0**	**1**	**1**

Data is subject to change without prior notice.

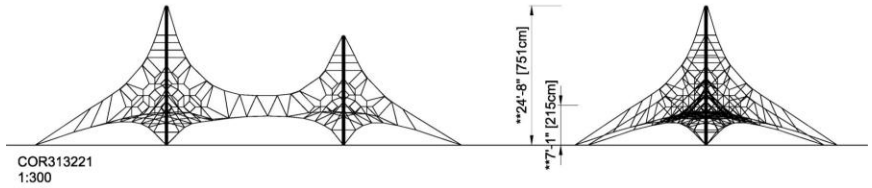
TWO-MAST SPACENET L

COR31322

*Max fall height | **Total height | ***Safety surfacing area



*Max fall height | **Total height



Attention! Foundation anchor blocks exceeds safety zone area. See installation instructions.

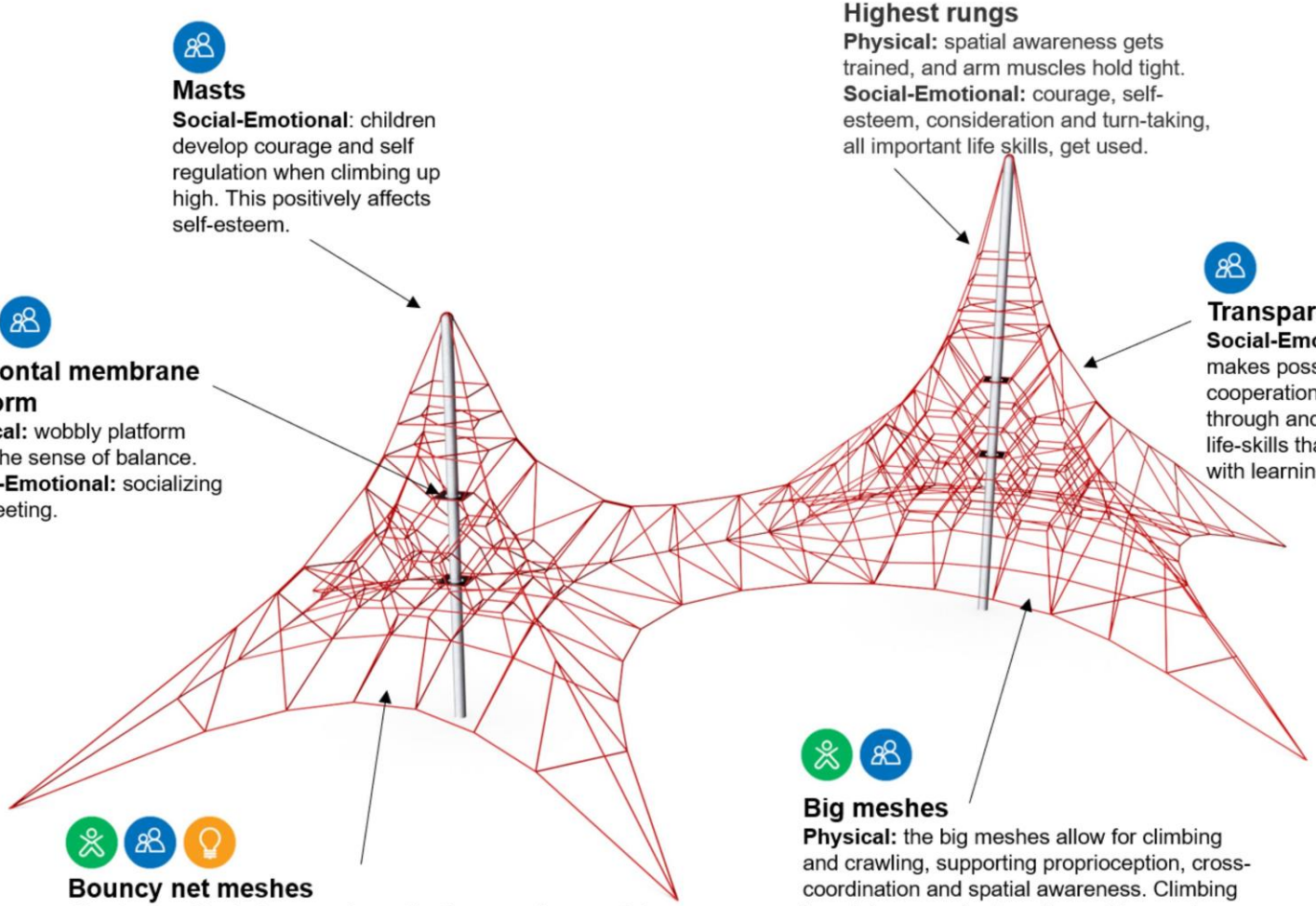
Click to see 1:100 ratio TOP VIEW

Click to see 1:100 ratio SIDE VIEW

Data is subject to change without prior notice.

TWO-MAST SPACENET L

COR31322



Masts
Social-Emotional: children develop courage and self regulation when climbing up high. This positively affects self-esteem.

Highest rungs
Physical: spatial awareness gets trained, and arm muscles hold tight.
Social-Emotional: courage, self-esteem, consideration and turn-taking, all important life skills, get used.

Horizontal membrane platform
Physical: wobbly platform trains the sense of balance.
Social-Emotional: socializing and meeting.

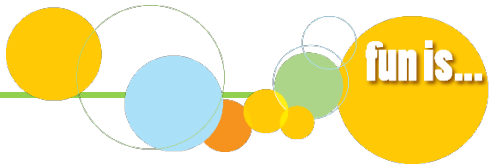
Transparency
Social-Emotional: the transparency makes possible high capacity, cooperation and positive competition through and throughout the net. All life-skills that many children struggle with learning today.

Bouncy net meshes
Physical: agility, balance and coordination as well as spatial awareness are supported when bouncing, climbing and sitting in the net. Children use muscle strength of arms, legs and core, and build bone density when jumping down.
Social-Emotional: the bouncing , swaying net appeals to empathy and cooperation.
Cognitive: physical memory, logical thinking, concentration.

Big meshes
Physical: the big meshes allow for climbing and crawling, supporting proprioception, cross-coordination and spatial awareness. Climbing here takes muscle strength, pushing and pulling arms to get upwards.
Social-Emotional: the big meshes allow more children being seated together, sharing.

Data is subject to change without prior notice.

Two-mast Spacenet L Option



• Razorback Sucker Fish Sculpture	$220,450
• Two-mast Spacenet L	$79,470
Equipment Total:	$299,920
• Installation, Freight	$70,262
Total:	$370,182
Discount (10%)	-$37,018
TOTAL:	$333,164
• Bond	$9,995
TOTAL:	**$343,159**

SUMMIT RECREATION

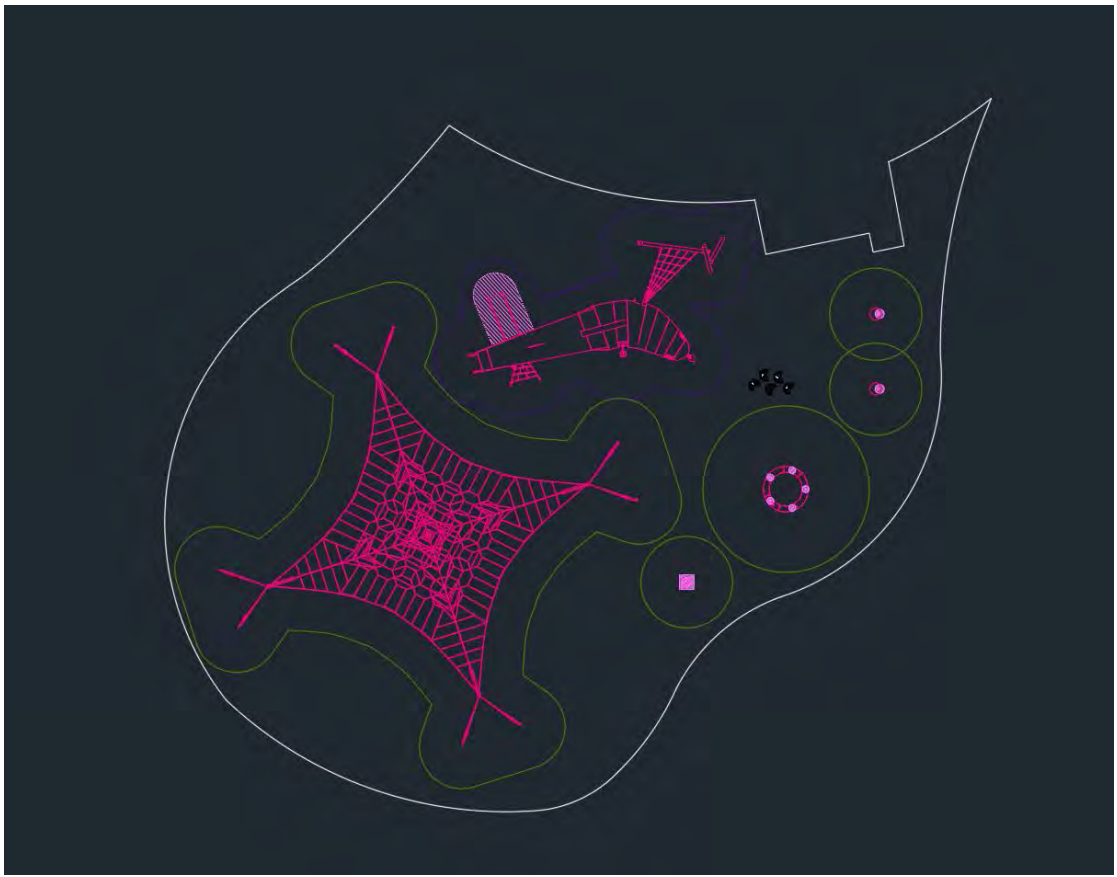
PHASE 2

Octanet
XL Option

Below are the additional items proposed in the Dos Rios CAD layout for **Phase 2**, Octanet XL Option. Pricing includes equipment only:

Bug Steppers	$ 2,500
Spica 1	$ 2,420
Spica 2	$ 2,420
Spinner Bowl	$ 1,460
Supernova	$ 9,600
Equipment Total:	$18,400
Freight:	$ 2,093

TOTAL: $20,493



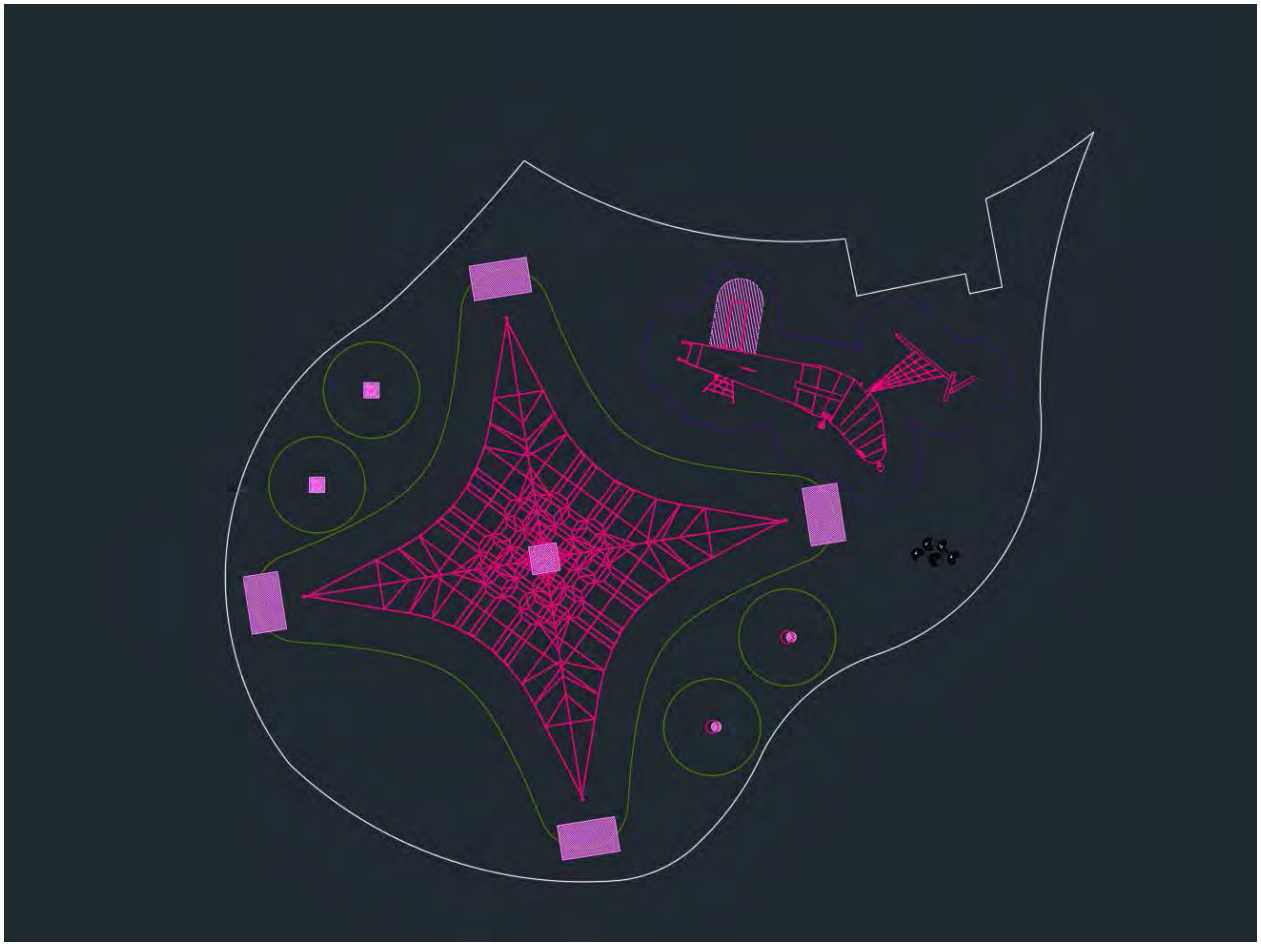
Phase 2

Giant Spacenet Option

Below are the additional items proposed in the Dos Rios CAD layout for **Phase 2**, Giant Spacenet Option. Pricing includes equipment only:

Bug Steppers	$ 2,500
Spica 1	$ 2,420
Spica 2	$ 2,420
Spinner Bowl	$ 1,460
Spinner Bowl	$ 1,460
Equipment Total:	$10,260
Freight:	$ 1,334

TOTAL: $11,594



Phase 2

Two-mast Spacenet Option

Below are the additional items proposed in the Dos Rios CAD layout for **Phase 2**, Two-mast Spacenet Option. Pricing includes equipment only:

Bug Steppers	$ 2,500
Spica 1	$ 2,420
Spica 2	$ 2,420
Supernova	$ 9,600
Equipment Total:	$16,940
Freight:	$ 1,953

TOTAL: $18,893



INITIAL SKETCH

Please note: this is a sketch.
This design will need to go through a detailed design phase for the final design. Design approval documentation will be provided by KOMPAN Design Studio to be signed by the end client or Sales Team prior to the order being placed.

KOMPAN Let's play

Bug Steppers
KRS8200515



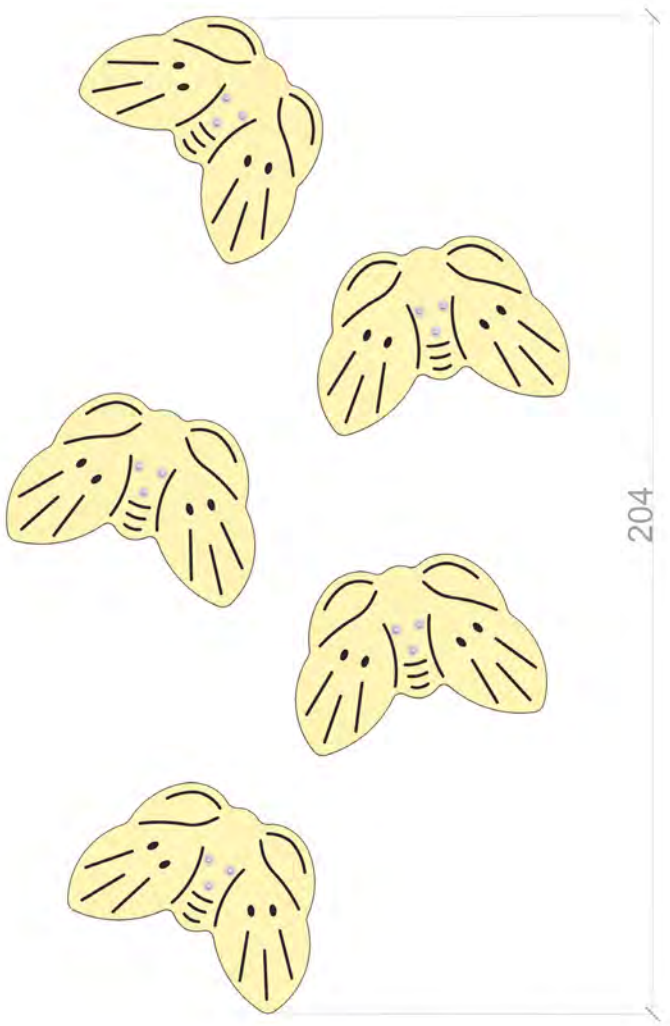
Created 13.04.2022

Designer LucUle

Main Dimensions

Max. fall height: 32 cm / 1’–1”

Total height: 32 cm / 1’–1”





PLEASE NOTE: THIS IS A SKETCH

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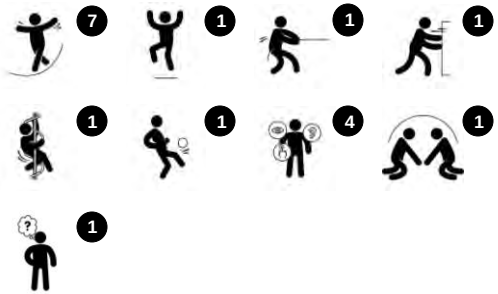
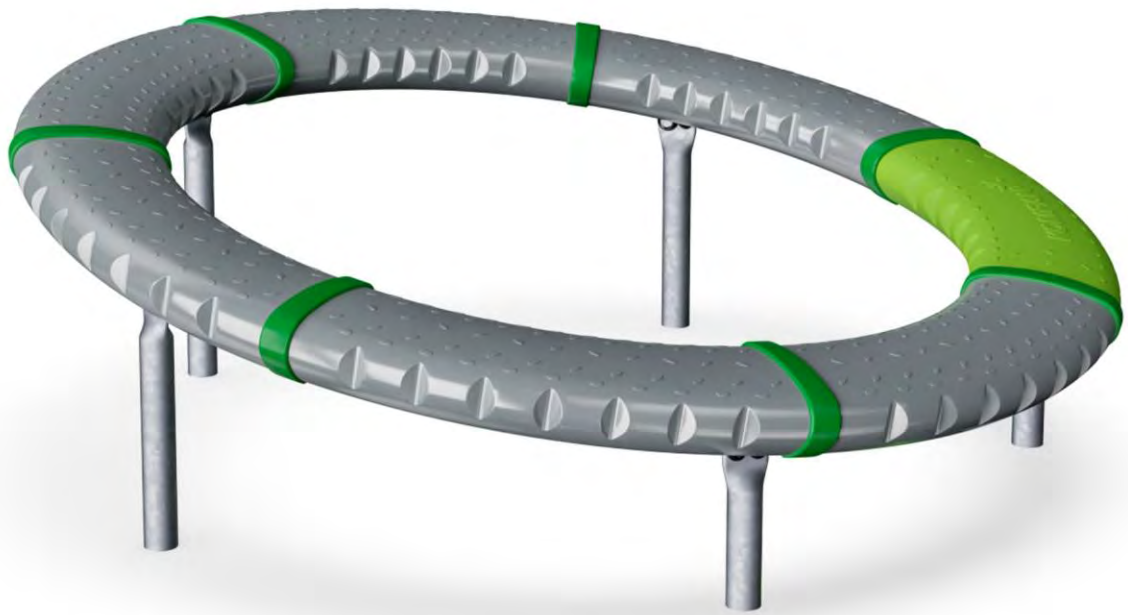
Supernova

GXY960

Item no. GXY960012-3417	
General Product Information	
Dimensions LxWxH	6'10"x6'10"x2'4"
Age group	5 - 12
Color options	







The large, slanting, rotating ring with 7 divided areas motivates children to explore Supernova's countless playoptions: turning, spinning, balancing – seated, lying, standing, alone or with friends. The 7 areas of the ring inspire a multitude of different games-with-rules. The manyplay opportunities and the open ground level design makes it possible for all abilities to be included in play. Rough-and-tumble play is on, and the pushing of the ring and running train the children's arm and leg muscles and cardio. The jumping on and off of the rotating ring builds bone density. The Supernova trains the sense of balance and space, which is crucial for being able to sit still or navigate traffic safely. Children help one another and invent games. These stimulate the child's social-emotional skills and cognition, empathy, cooperation skills and logical thinking.



Data is subject to change without prior notice.




LOVE PEACE
Lucky Love Marchen
SWEET
CAN DO IT.

Supernova

GXY960



The Supernova is a unique carousel with no center point placed in an angle of 10° which makes it turn when children walks the ring. The outside ring diameter is 208cm and the upper point is 60cm above ground level.



The 7 ring segments are made of low density PE with excellent impact strength and usable within a large temperature span. Each segment has integrated handholds on both sides and non-skid top surface for safe usage.



To support the play and count revolutions while turning one of the ring segments or one of the connector brackets or ring segment is made in a different color.

Item no. GXY960012-3417	
Installation Information	
Max. fall height	2'4"
Safety surfacing area	484 ft2
Number of installers	2
Total installation time	3.0
Excavation volume	0.54 yd3
Concrete volume	0.00 yd3
Footing depth (standard)	2'0"
Shipment weight	569 lbs
Anchoring options	In-ground ✔
	Surface ✔

Warranty Information	
Hollow PE Parts	10 years
Connector brackets	10 years
Hot dip galvanized steel	Lifetime
Roller system	5 years
Spare parts guaranteed	10 years



The Supernova is designed with a lifetime lubricated maintenance free roller system of vertical and horizontal rollers. The roller system is fully closed and sealed by two rubber lists.



The Supernova is designed with 5 legs with hot dip galvanized surfacing treatment. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.



The sand colored variant is made of rotomolded stone mixed PE material with non skid surface texture. Minor differences in the stone mix visuality of the material are to be expected.

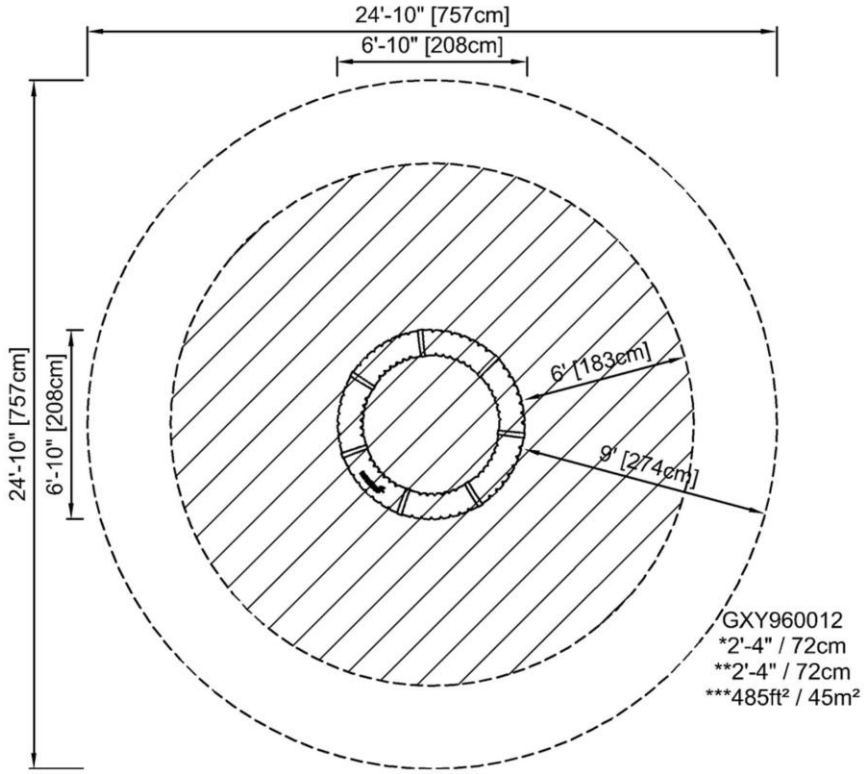
Elevated activities **0**	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	**0**	**1**	**1**
Required	**0**	**1**	**1**

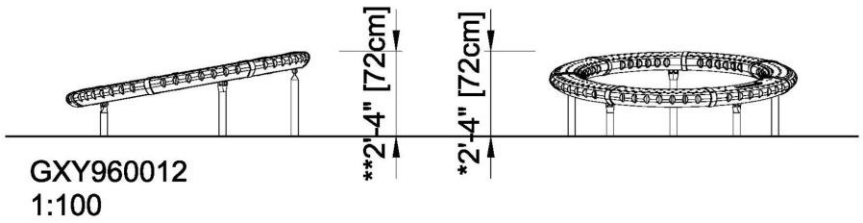
Data is subject to change without prior notice.

Supernova

GXY960

* Max fall height | ** Total height | *** Safety surfacing area	* Max fall height | ** Total height





Click to see 1:100 ratio TOP VIEW	Click to see 1:100 ratio SIDE VIEW

Data is subject to change without prior notice.

Supernova

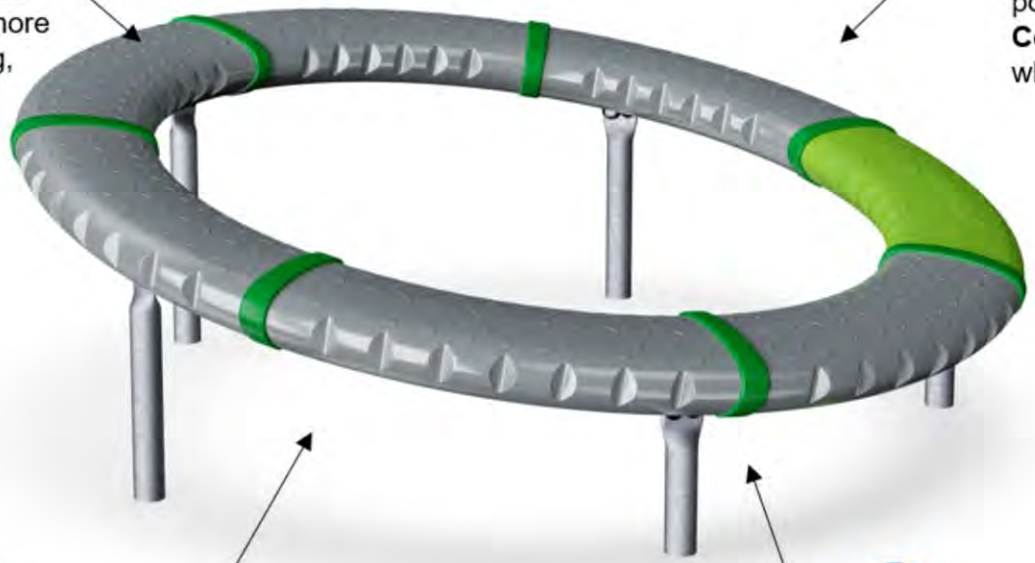
GXY960

Slanting ring

Physical: the inclination develops the sense of balance and muscle strength when walking upwards or pushing the ring into motion. Bone density is built when jumping on and off. Furthermore the cardio gets used when pushing, running.

7 departments/rings

Social-Emotional: turn-taking and cooperation when finding new games. One different colored part makes it possible to count rounds when running, encouraging positive competition.
Cognitive: games-with-rules gets invented, which promotes logical thinking.



Rotation and gravity

Physical: balance and coordination is used to stay on the ring in motion and walking up- or downwards. This also trains leg and core muscles.
Social-Emotional: cooperation setting the ring in motion.
Cognitive: logical thinking, working with gravity when figuring out how to stay on the ring or make it move faster.

Low entry

Social-Emotional: accessible and usable for all abilities and a wide age span.

Data is subject to change without prior notice.

Supernova

GXY960

PHYSICAL
Joy of movement:
motor skills, muscle, cardio and bone density

SOCIAL-EMOTIONAL
Joy of being together:
teamwork, tolerance and sense of belonging

COGNITIVE
Joy of learning:
curiosity, understanding of causal relationships and knowledge of the world

CREATIVE
Joy of creating:
co-creation and experimenting with materials



BALANCE
To balance is to stay upright when walking or standing on a surface that makes this challenging (e.g. a wobbly, inclined, or narrow surface).



BOUNCE
To bounce is the act of bouncing on a responsive, flexible, elastic or tensile surface.



CLIMB
To climb is the act of moving upwards, cross-coordinating arms and legs, on a vertical or inclined surface or net.



CONSTRUCT
To construct is the act of creating new patterns, shifting items or materials to new positions or constructing with materials that can be transformed or manipulated.



CRAWL
To crawl is the movement of moving forwards or backwards, cross-coordinating arms and legs, on a horizontal or slightly inclined surface.



DRAMATIC PLAY
Dramatic play is motivated through play items that stage a frame, place or environment for acting out make believe or role play scenarios.



GLIDE
To glide is the act of moving from one point to another without shifting the feet, in a horizontal or vertical movement, in a seated, lying or standing position, letting gravity do the work.



HANG IN ARMS
To hang in arms is the act of carrying the body with the hands or arms, possibly to traverse to another platform or play item.



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To jump is the act of jumping up or down on a hard surface.



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To pull is the act of pulling an item towards you or you towards an item with one or both hands, or possibly using the entire body.



PUSH
To push is the act of pushing an item away from you with one or both hands, possibly with the entire body.



ROCK
To rock is the action of rocking back and forth, or sideways, on e.g. a piece of spring equipment.



ROTATE
To rotate involves a vertical or horizontal slower paced turn of the body, facilitated by a piece of equipment.



RULES PLAY
Rules play is motivated through play items that suggest games-with-rules, cooperation and team work, e.g. tic-tac-toe, timers or ball games.



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SWING
To swing is the movement of swinging back and forth, or in circular movement, seated, standing or lying, in an unhindered arc.



WONDER
To wonder is motivated through play items that make children need and use their logical, abstract or creative thinking skills, as well as their memory.

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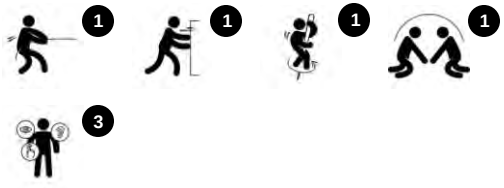
SPICA 1

GXY8014

Item no. GXY801421-3717	
General Product Information	
Dimensions LxWxH	1’6’’ x 1’6’’ x 5’7’’
Age Group	5-12
Color Options	







The quirky shapes, toothy top and triangle platform invite curious 5-12 year olds to investigate the Spica. The rotating movement of the Spica is at the center. It takes exploration to reach the point of total mastery of spinning. The curved pole invites holding onto and the child figures out that leaning into the pole means intense spinning speed, leaning out means slowing down speed. This will appeal and make play go on and on, even when children are hanging in their arms. Getting to master the rotation element stimulates the cognitive skills of the child, in particular the logical thinking. The agility, balance and coordination are intensively trained as the Spica invites different body positions when spinning. The triangular shape of the seat allows room for up to three children, stimulating the social skills of cooperation and turn-taking.

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SPICA 1

GXY8014



The Spica bearings are installed in a one-piece design bearing house with integrated drain holes for water passage. The two large steel bearings are fully closed and lifetime lubricated.



The unique GALAXY super triangle deck plate has an inner core of galvanized steel and soft outer layer of PUR rubber. The rounded edges has a non skid pattern for safe play.



The colored top is made of injection molded high quality nylon (PA6) which is UV stabilized to ensure long life time. The two component design is assembled with steel pins around the steel pipe.



The steel surfaces are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.

Item no. GXY801421-3717		
Installation Information		
Max. fall height		3’3’’
Safety surfacing area		146.6 ft²
Numbers of Installers (persons)		2
Total installation time		2
Excavation volume		0.5 yd³
Concrete volume		0.39 yd³
Footing Depth (Standard)		2' 11"
Shipment Weight		133 lbs
Anchoring options	In-ground	✓
	Surface	✓
Warranty information		
Galvanized steel		10 Years
Solid Plastic		10 Years
Hardware		10 Years
Bearing construction		5 Years
Spare parts guaranteed		10 Years

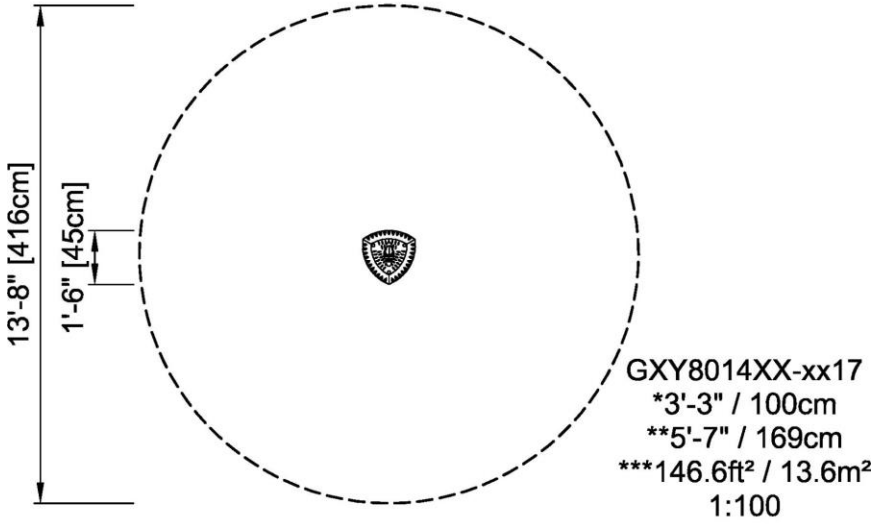
Elevated Activities **0**	Accessible Elevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present	**0**	**1**	**1**
Required	**0**	**1**	**1**

Data is subject to change without prior notice.

SPICA 1

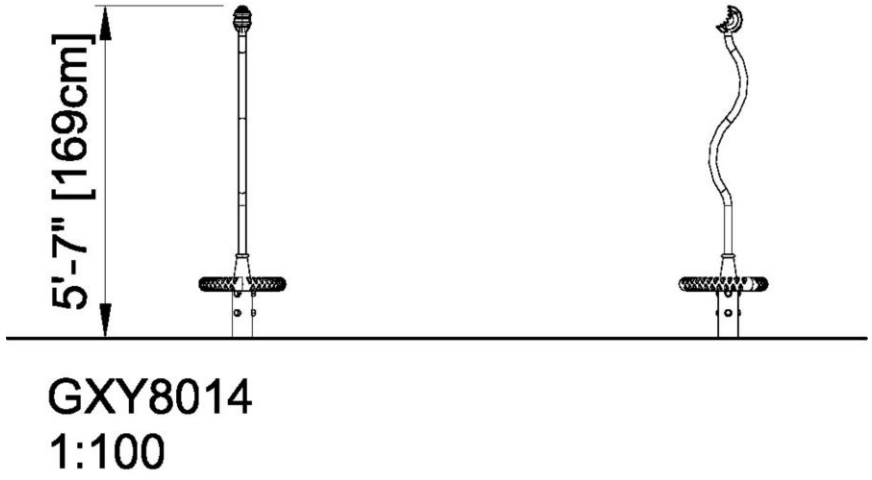
GXY8014

*Max fall height | **Total height | ***Safety surfacing area



Click to see 1:100 ratio TOP VIEW

*Max fall height | **Total height



Click to see 1:100 ratio SIDE VIEW

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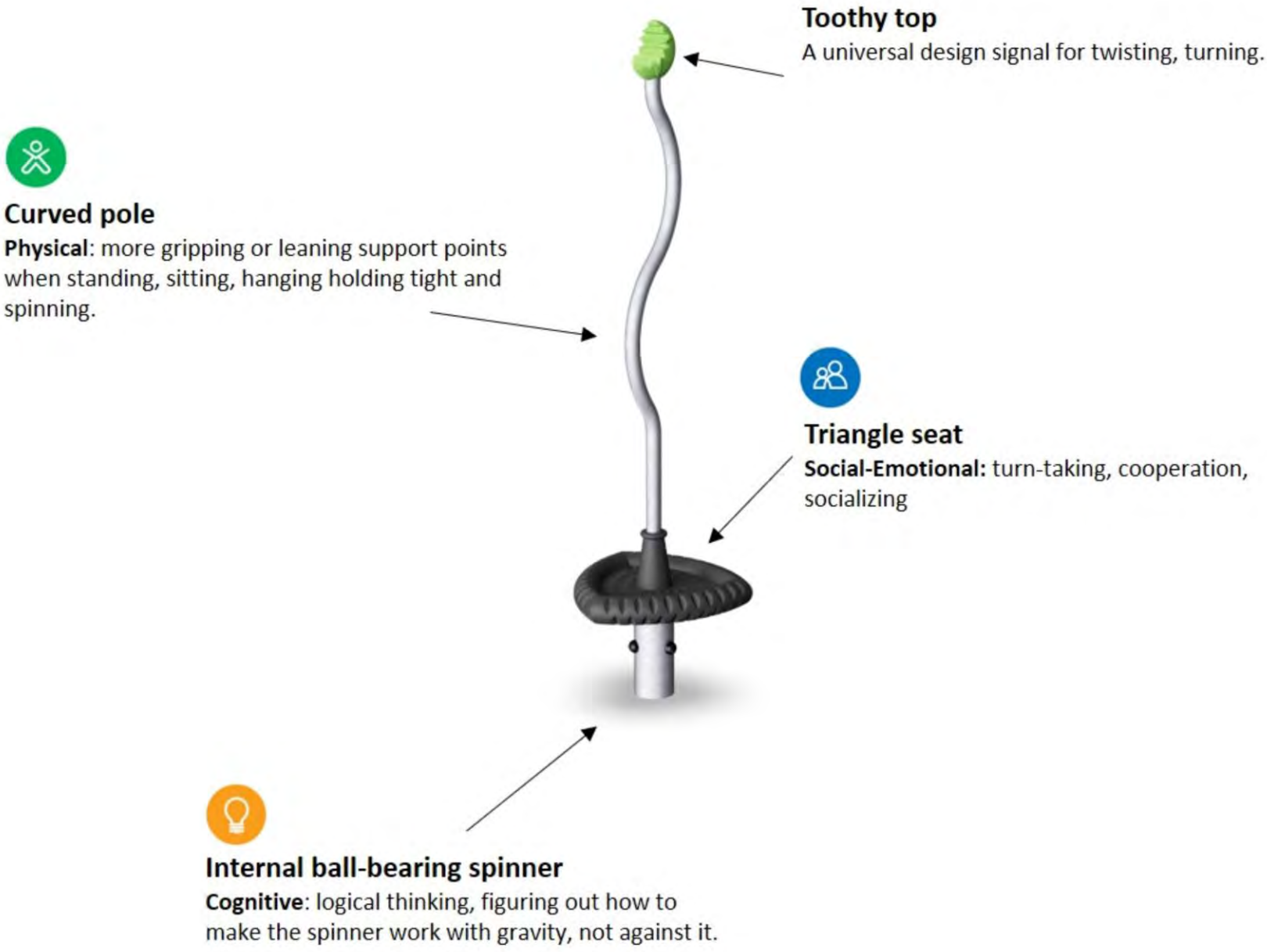
SPICA 1

GXY8014



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SPICA 1

GXY8014

PHYSICAL
Joy of movement:
motor skills, muscle, cardio and bone density

SOCIAL-EMOTIONAL
Joy of being together:
teamwork, tolerance and sense of belonging

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WONDER
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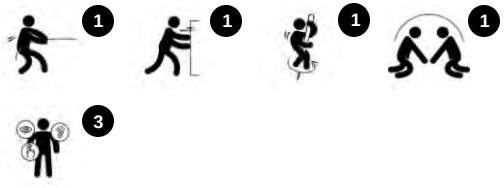
Data is subject to change without prior notice.

SPICA 2

GXY8015

Item no. GXY801521-3717	
General Product Information	
Dimensions LxWxH	1’6’’ x 1’6’’ x 5’7’’
Age Group	5-12
Color Options	







The quirky shapes, toothy top and triangle platform invite curious 5-12 year olds to investigate the Spica. The rotating movement of the Spica is at the center. It takes exploration to reach the point of total mastery of spinning. The curved pole invites holding onto and the child figures out that leaning into the pole means intense spinning speed, leaning out means slowing down speed. This will appeal and make play go on and on, even when children are hanging in their arms. Getting to master the rotation element stimulates the cognitive skills of the child, in particular the logical thinking. The agility, balance and coordination are intensively trained as the Spica invites different body positions when spinning. The triangular shape of the seat allows room for up to three children, stimulating the social skills of cooperation and turn-taking.

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SPICA 2

GXY8015



The Spica bearings are installed in a one-piece design bearing house with integrated drain holes for water passage. The two large steel bearings are fully closed and lifetime lubricated.



The unique GALAXY super triangle deck plate has an inner core of galvanized steel and soft outer layer of PUR rubber. The rounded edges has a non skid pattern for safe play.



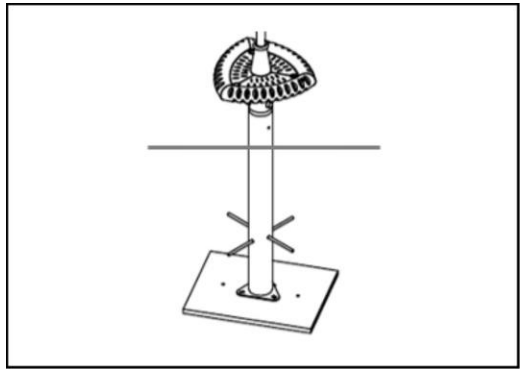
The colored plastic top is made of injection molded high quality PA6 plastic which is UV stabilized to ensure long life time. The two component design is assembled with steel pins around the steel pipe.

Item no. GXY801521-3717

Installation Information		
Max. fall height		3'3''
Safety surfacing area		146,6ft²
Numbers of Installers (persons)		2
Total installation time		2
Excavation volume		0,5 yd³
Concrete volume		0,39 yd³
Footing Depth (Standard)		2' 11"
Shipment Weight		133 lbs
Anchoring options	In-ground	✓
	Surface	✓
Warranty information		
Galvanized steel		10 Years
Solid Plastic		10 Years
Hardware		10 Years
Bearing construction		5 Years
Spare parts guaranteed		10 Years



The steel surface is hot dip galvanized inside and outside with lead free zinc.



In-ground Footing with large base plate and crossing steel pins secure stabile connection to concrete base. The SPICA is also available for surface installation with expansion bolts.



All hardware connections are covered by unique two piece designed PA6 donuts. The base do-nut is curved to adapt the shape of the steel pipe and the do-nut cap covers and protect the bolt head.

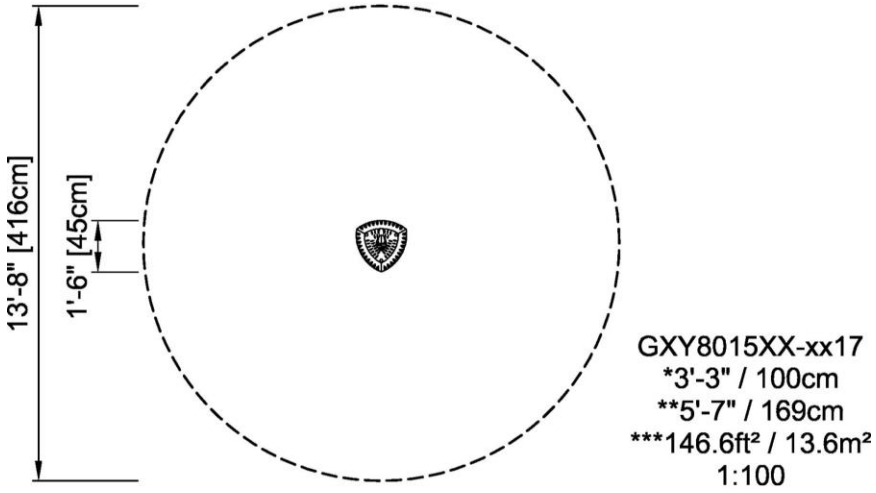
Elevated Activities **0**	Accessible Elevated Activities	Accessible Ground Level Activities	Accessible Ground Level Play Types
Present	**0**	**1**	**1**
Required	**0**	**1**	**1**

Data is subject to change without prior notice.

SPICA 2

GXY8015

*Max fall height | **Total height | ***Safety surfacing area



Click to see 1:100 ratio TOP VIEW

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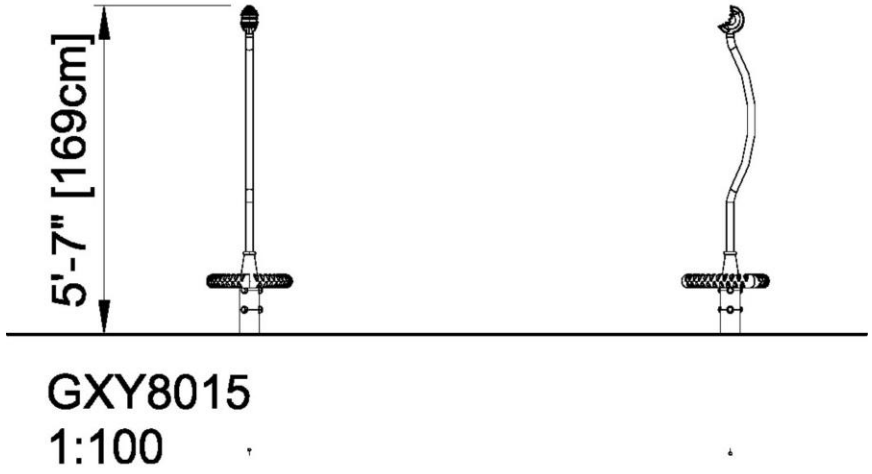

Click to see 1:100 ratio SIDE VIEW

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SPICA 2

GXY8015



Toothy top
A universal design signal for twisting, turning.

Curved pole
Physical: more gripping or leaning support points when standing, sitting, hanging holding tight and spinning.

Triangle seat
Social-Emotional: turn-taking, cooperation, socializing

Internal ball-bearing spinner
Cognitive: logical thinking, figuring out how to make the spinner work with gravity, not against it.

Data is subject to change without prior notice.

SPICA 2

GXY8015

PHYSICAL
Joy of movement:
motor skills, muscle, cardio and bone density

SOCIAL-EMOTIONAL
Joy of being together:
teamwork, tolerance and sense of belonging

COGNITIVE
Joy of learning:
curiosity, understanding of causal relationships and knowledge of the world

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Joy of creating:
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BALANCE
To balance is to stay upright when walking or standing on a surface that makes this challenging (e.g. a wobbly, inclined, or narrow surface).



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To rock is the action of rocking back and forth, or sideways, e.g. on a piece of spring equipment.



ROTATE
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WONDER
To wonder is motivated through play items that make children need and use their logical, abstract or creative thinking skills, as well as their memory.

Data is subject to change without prior notice.

Spinner Bowl

ELE400024

Item no. ELE400024-3717LG	
General Product Information	
Dimensions LxWxH	1'8"x1'10"x2'0"
Age group	5 - 12
Color options	







This wildly or mildly spinning piece with its cute rounded design evokes squeals of joy when children rotate again and again. With its easily accessible, tilted spinning bowl it invites children of all abilities and a wide age span to play. The small footprint allows for placing 2-3 Spinner Bowls together, encouraging social play. The variety of play opportunities include sitting in, on edge of, pushing, pulling or even standing in the spinner bowl. these make the Spinner Bowl a long-time attraction. The tilted bowl allows the child to adjust the spinning speed with their body movements. This trains the logical thinking to speed up by scooping up or slow down by spreading arms and legs out. Spinner Bowls train the sense of balance, which is mandatory for concentration skills and the ability to sit still. Pushing or being pushed by others trains social-emotional skills such as turn-taking.



Data is subject to change without prior notice.





Spinner Bowl

ELE400024



The Spinner Bowl is made of recyclable PE. The bowl is moulded in one piece with integrated metal thread bushings and a water drain hole to ensure high durability in all climates around the world.



Heavy duty engineered bearing system with single row deep groove ball bearings with rubber seals. The fully closed bearing construction is lifetime lubricated and maintenance free.



The steel surfaces are hot dip galvanized inside and outside with lead free zinc. The galvanization has excellent corrosion resistance in outside environments and requires low maintenance.

Item no. ELE400024-3717LG		
Installation Information		
Max. fall height		2'0"
Safety surfacing area		149 ft2
Numbers of installers (persons)		2
Total installation time		1.2
Excavation volume		0.14 yd3
Concrete volume		0.08 yd3
Footing depth (standard)		2'11"
Shipment weight		44 lbs
Anchoring options	In-ground	✔
	Surface	✔
Warranty Information		
Hollow PE Parts		10 years
Bearing construction		5 years
Hot dip galvanized steel		Lifetime
Hardware		10 years
Spare parts guaranteed		10 years



The Spinner Bowl is available in five different color options.



The sand colored variant is made of rotomolded stone mixed PE material with non skid surface texture. Minor differences in the stone mix visuality of the material are to be expected.

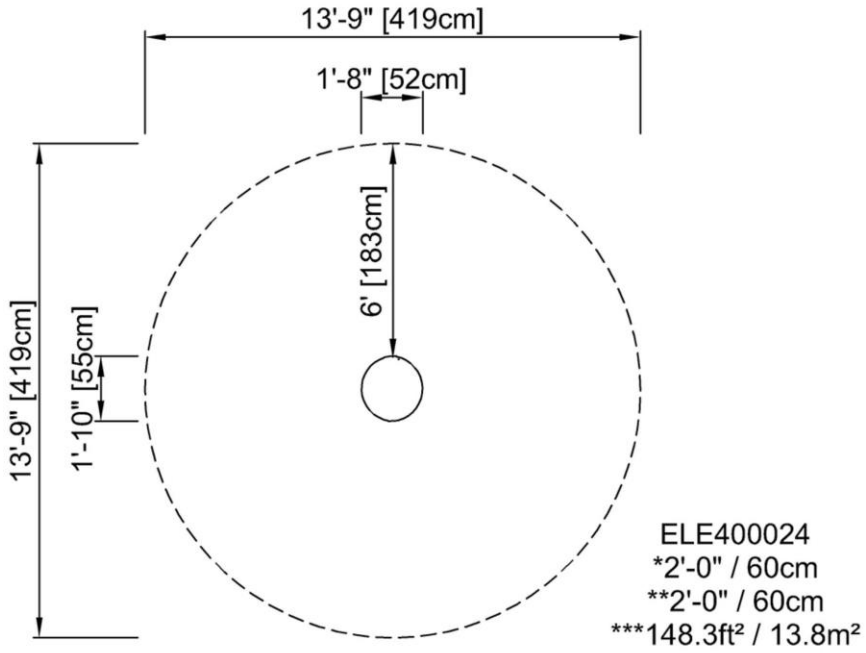
Elevated activities **0**	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	**0**	**1**	**1**
Required	**0**	**1**	**1**

Data is subject to change without prior notice.

Spinner Bowl

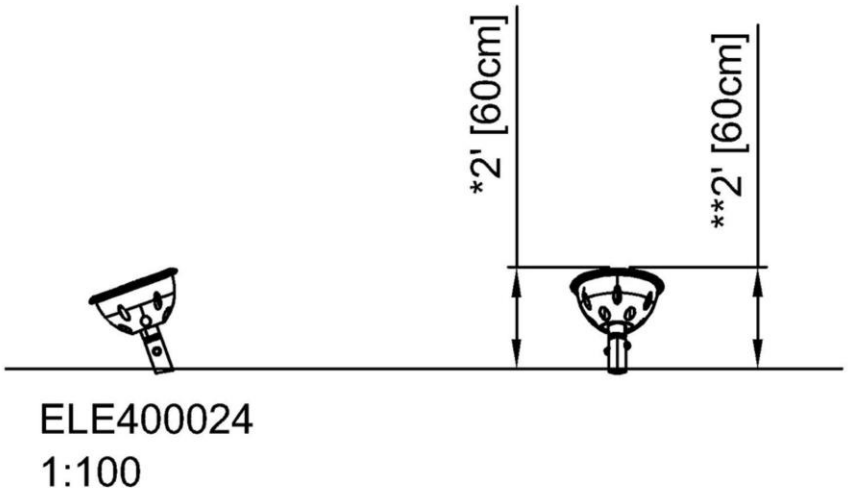
ELE400024

* Max fall height | ** Total height | *** Safety surfacing area



Click to see 1:100 ratio TOP VIEW

* Max fall height | ** Total height



Click to see 1:100 ratio SIDE VIEW

Data is subject to change without prior notice.

Spinner Bowl

ELE400024

Tilted, spinning bowl

Physical: the sense of balance and the coordination are supported when spinning. This effects the ability to sit still for longer periods. Muscles are developed when pushing or pulling friends.
Social-Emotional: cooperation, helping others, turn-taking.
Cognitive: logical thinking when speeding up or slowing down the spin by either curling up or stretching.



Deep bowl

Social-Emotional: feeling of security when scooping in the bowl. Inclusive for all abilities.

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Spinner Bowl

ELE400024

PHYSICAL
Joy of movement:
motor skills, muscle, cardio and bone density

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Joy of being together:
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Request for Proposal
RFP-5035-22-KH

Design/Build Destination Playground Equipment and Installation for Dos Rios Park

RESPONSES DUE:
April 15, 2022, Prior to 3:00 PM

Accepting Electronic Responses Only
Responses Only Submitted Through the Rocky Mountain E-Purchasing System (RMEPS)
https://www.rockymountainbidsystem.com/default.asp
(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

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

PURCHASING REPRESENTATIVE:
Kassy Hackett, Buyer
kassyh@gjcity.org
970-244-1546

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

REQUEST FOR PROPOSAL

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2.0 General Contract Terms and Conditions

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4.0 Specifications/Scope of Services

5.0 Preparation and Submittal of Proposals

6.0 Evaluation Criteria and Factors

7.0 Solicitation Response Form

8.0 Attachments

1. Project Location, Overall Development Plan and Destination Playground Concepts
2. Dios Rios Park and Bicycle Playground Landscape and Irrigation Plans
3. Dos Rios Utility As-Builts
4. Dos Rios Park and Small Shelter Plans

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

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/services being solicited.

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

RFP QUESTIONS:
Kassy Hackett, Buyer
kassyh@gjcity.org

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

1.2 Purpose: The purpose of this RFP is to obtain proposals from qualified professional playground design/equipment Contractors to provide and install playground equipment for City owned Dos Rios Park, Grand Junction, CO.

1.3 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 his authorized representative.

1.4 Site Visit Meeting: Interested Contractors are strongly encouraged to attend a non-mandatory site visit meeting. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). The site visit meeting shall take place March 10, 2022, 2pm at the 2601 Dos Rios Drive, Grand Junction, CO. Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.

1.5 Compliance: All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.

1.6 Submission: ***Each bid shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website***

(https://www.rockymountainbidsystem.com/default.asp). *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 http://www.gjcity.org/business-and-economic-development/bids/ for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)

Please join my meeting from your computer, tablet or smartphone.
https://meet.goto.com/623973413

You can also dial in using your phone.
United States: +1 (872) 240-3212

Access Code: 623-973-413

Join from a video-conferencing room or system.
Dial in or type: 67.217.95.2 or inroomlink.goto.com
Meeting ID: 623 973 413
Or dial directly: 623973413@67.217.95.2 or 67.217.95.2##623973413

1.7 Altering Proposals: Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

1.8 Withdrawal of Proposal: A proposal must be Contractor and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

1.9 Acceptance of Proposal Content: The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.

1.10 Addenda: All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.

1.11 Exceptions and Substitutions: All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must

meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.

1.12 Confidential Material: All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. "**Proprietary or Confidential Information"** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "***Confidential Disclosure***" and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

1.13 Response Material Ownership: All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.

1.14 Minimal Standards for Responsible Prospective Offerors: A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.

- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

1.15 Open Records: Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

1.16 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.17 Public Opening: Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors,

their representatives and interested persons may be present. Only the names and locations on the proposing Contractors will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

2.1. Acceptance of RFP Terms: A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

2.2. Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

2.3. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.

2.4. Responsibility for those Performing the Services: The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Contractor.

2.5. 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 services under the Contract Documents. Upon receipt of written notice that the services 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 they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of services performed and materials placed in accordance with the Contract Documents. The services performed

by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Contractors in the same or similar type of services in the applicable community. The services and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

2.6. 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 services, or in consequence of the non-execution thereof by the Contractor, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

2.7. Changes in the Services: The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

2.8. Minor Changes in the Services: The Owner shall have authority to order minor changes in the services 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.

2.9. Uncovering & Correction of Services: The Contractor shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.

2.10. Acceptance Not Waiver: The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.

2.11. Change Order/Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.

2.12. Assignment: The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.

2.13. Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

2.14. Debarment/Suspension: The Contractor herby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.

2.15. Confidentiality: All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.

2.16. Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this RFP.

2.17. Contract: This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

2.18. Project Manager/Administrator: The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

2.19. Contract Termination: This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.

2.20. Employment Discrimination: During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

2.20.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational

qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2.20.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.

2.20.3. 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.

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

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

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

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

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

2.26. Indemnification: Offeror 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 Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

2.27. Independent Contractor: The Offeror 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 Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

2.28. Nonconforming Terms and Conditions: A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

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

2.30. 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.

2.31. Patents/Copyrights: The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

2.32. Venue: Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

2.33. Expenses: Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.

2.34. Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.

2.35. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.

2.36. Collusion Clause: Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the

Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.

2.37. Gratuities: The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.

2.38. Performance of the Contract: The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.

2.39. Benefit Claims: The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

2.40. Default: The Owner reserves the right to terminate the contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

2.41. Multiple Offers: If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.

2.42. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

2.43. Definitions:

2.43.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.

2.43.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.43.3. "Contractor" is the person, organization, Contractor or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The

Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Contractor shall not commence services without clarifying Drawings, Specifications, or Interpretations.

2.43.4. "Sub-Contractor is a person or organization who has a direct contract with the Contractor to perform any of the services at the site. The term Sub-Contractor is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.

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

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor 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:

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

The policy shall be applicable to all premises, products and completed 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 (XCU) hazards. The policy shall contain a severability of interests provision.

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

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

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

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

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

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

3.2 Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

41. General/Background: The Riverfront at Dos Rios is a public-private partnership between the City of Grand Junction and private developer May-Riegler. The Riverfront at Dos Rios is a 58-acre mixed-use development in the heart of the City of Grand Junction near the confluence of the Gunnison and Colorado River. It consists of 16 acres of parks and open space, 10 acres of retail/commercial use and acres of mixed use development, including residential. The City is nearing completion of a $10.9 million public investment in street and utility infrastructure. The proposed destination playground contemplated with this request for proposal is a separate project.

The Riverfront at Dos Rios is a significant development along the Colorado Riverfront. As such, the City desires a regionally iconic destination playground to serve as key amenity not only to the development but the entire Colorado River corridor and region. This playground project will enhance the Riverfront at Dos Rios development that will stimulate economic development. The playground will serve the mixed use development and provide a destination within the regional park, open space and recreational amenities along the Colorado River. A large area has already been constructed for the play structure next to the recently constructed public park amenities will be developed as a playground with a variety of interactive features intended to serve both artistic,

sculptural and recreational purposes.

The City of Grand Junction, Co. is seeking request for proposals for this playground structure in Dos Rios Park. The City is looking for up to three proposals from each vendor. Offeror's may submit up to three (3) playground concepts & designs with their proposal responses. Each shall contain all information requested and required from the solicitation documents.

The playground equipment proposed by the Offeror should be state of the art; durable for longevity and safe; UV resistant, primarily metal construction (as little plastic as possible); as vandal resistant as possible; as color appropriate to the surroundings as possible;

The City has $300,000 budgeted for this playground to include all elements of the playground, including installation of the playground elements, shipping for the elements and any proposed changing to the surfacing. Currently, Engineered Wood Fiber is the installed surfacing. The new playground must fill the currently constructed curbing area and include all fall and safety zones. Other areas of the park are also fair game for consideration for play elements.

4.2. Special Conditions/Provisions:

4.2.1 Price/Fees: Pricing shall be all inclusive and established as "a guaranteed maximum price, (GMP)", to include, but not be limited to: all design, labor, equipment, supplies, materials, installation, equipment, travel, design, drawings, engineering work, shipping/freight, licenses, permits, fees, freight (F.O.B. Destination – Freight Pre-paid and Allowed to the site), travel, meetings, conference calls, 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.

Provide a GMP cost using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown.

All fees will be considered by the Owner to be negotiable.

4.2.2 Codes: All designs shall be in accordance with applicable State and Federal regulations, accepted standard practices, and ADA compliance requirements.

4.2.3 Offeror shall include all warranty information with their proposal response.

4.2.4 Pricing shall include all equipment, parts, supplies, and freight. All freight/shipping shall be F.O.B. Destination – Freight Pre- paid and allowed. Staging area will likely be provided at 750 Calle Rios Dr., Grand Junction, CO 81501. May Riegler, the private developer with which the City is partnered with this project on, will need to be involved in coordination of staging areas since residential and retail development will be in process.

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.

4.2.5 Offeror shall submit their concept & design with proposal pricing.

4.2.6 Offeror shall include pictures/photos of proposed playground equipment and arrangement for park (in color). If colors of equipment in pictures/photos do not represent the colors desired for the areas, Offeror shall state color options for each piece of playground equipment proposed. Offeror shall also include brochures/catalogs of their playground equipment offered by their company.

4.2.7 The City shall provide and install all surfacing (engineered wood fiber) to the playground areas.

4.2.8 The playground budget is $300,000.

4.2.9 Warranty**:** Contractor shall submit manufacturer warranty information for Owner's approval, prior to product ordering. Additionally, Contractor shall provide a minimum 1 year Contractors warranty.

Contractor shall submit their pricing utilizing the attached form in Section 7.0 Solicitation Response Form.

All fees will be considered by the Owner to be negotiable.

4.3. Specifications/Scope of Services: None of the equipment proposed by Offeror shall include any tube slides, crawl tubes, or plexi glass bubble panels. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Contractor. All plans, drawings and specifications shall become the property of the City of Grand Junction, and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.

Playground components that may be part of the proposal.

1. Swings both swings for younger children as well as older
   Possible "saucer" swing
   Possible "generation" swing
2. Climbing components such as "dome', climbing walls and boulders
3. A "zip" line would also be considered
4. The play amenities should provide value for all ages
5. Playground to include components for both 2 – 5 and 5 – 12 year olds with some ADA accessible components
6. The City does not want the proposals to include any enclosed crawl tubes or slides. We have had problems with these in the past.

7. The City would consider rope components as long as individual sections could be replaced and not the whole component.

4.4. Scope of Services: The general scope of services to be obtained as a result of this RFP includes all design, preconstruction, and construction services required for successful completion of the project. The design needs to built off of the concepts provided in the attachments. Significant vision has already been laid out for this feature and a design-build contractor experienced in playgrounds is needed to carry out and construct this vision. Design development must evolve in close collaboration between City of Grand Junction, May Riegler, and the selected Contractor. The expectation is that the resultant plans to be constructed reflect this collaboration and tie directly to the overall vision for the Dos Rios development. Regular communication will be necessary between the City of Grand Junction and the selected Design Build Contractor as the design develops up to and including final design that the City must approve.

The Dos Rios Riverfront Destination Playground needs to be architectural, aesthetic and interactive. The design shall build off of the concepts shown in the attachments. This includes also adhering to the site constraints shown in the as-built drawings. These are attached.

Minimum Playground Design/Build Contractor Requirements:

- At least five years in the industry, with experience directly related to playground projects of facilities similar in size and scope.
- Successfully completed three (3) similar projects of scope and size within the last five (5) years.
- Each design/build Contractor must show:
  (a) complete disclosure of any incidents of default on projects where the Contractor or related entity acted as project sponsor and the current status of such incidents;
  (b) complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, off-balance sheet financing arrangements, defaults, legal action pending, or other matters that might prevent the Contractor from implementing the Project; and
  (c) the Contractor's or related entity's latest audited financial statements available as at the date of the RFP Submission.
  - Ability to meet the bonding and insurance requirements of the City of Grand Junction. Submit a Bid Bond and COI with this response.
  - Architect and engineers retained to design/construct facility are to be licensed/registered to practice in Colorado.
  - Qualified and permitted by law to perform the services provided for this project. All personnel engaged in this work for this project shall likewise be qualified and permitted to perform necessary duties.
  - Ensure compliance with all applicable environmental regulations related to the project.
  - The ability to develop value engineered option that fit within the $300,000 budget, plans, drawings, designs, and to obtain and manage permitting, scheduling and any other typical building construction task.
  - Project management and supervision.
  - Coordination of construction, scheduling of construction meetings and resolving discrepancies or disputes with sub-contractors or other supply or services vendors.
  - Preparation of all plans, schematics, drawings, scope, specifications, and all other related documents and requirements associated with the successful completion of this project.

All said documents shall become the property of the City of Grand Junction, and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.

- Providing a time frame for completion of total design development, and each construction phase as well as a schedule for total completion of the project.
- Scheduling inspections and meeting applicable National, State and local building and Aquatic code requirements to achieve approval of work. The selected Contractor will be responsible for obtaining all building permits and will be responsible for permit related fees.
- The selected Contractor may use local, qualified partners in design, engineering, construction and maintenance of the facility.

Summary of Requirements of the selected Design/Build Contractor:

➢ Designing a plan for Dos Rios Destination Playground (at a minimum). Design shall consist of: architectural and engineering, program management, construction management, feasibility studies (if required), preliminary engineering, design, architectural engineering, surveying, mapping or other related A&E Services; design/engineer plans/services shall ultimately be all inclusive.

➢ Securing all local, state and Federal permits required to design/construct the project;

➢ Constructing the project on a site provided by Owner;

➢ Completion of all work on the playground by the negotiated date between the awarded Contractor and Owner.

NOTE: Contractor shall take any and all necessary precautions to minimize damage to landscaping, pathways, structures, etc. throughout the project. Contractor shall be responsible to make repairs for any damages by the Contractor, Contractor's employees, Sub-Contractors, suppliers, etc.

➢ Providing training to Owner employees on new slash park operation, safety and emergency procedure;

➢ Owner shall be the sole contracting entity for the equipment and be provided by the selected Contractor/Contractor.

➢ Develop Performance Specification of the Design-Build

➢ Project management and coordination

➢ Data collection, review and organization

➢ Validate additional (if any) operational requirements

➢ Basis of design report

➢ Progressive design with owner review at 30%, 60% and 90%

➢ Construction administration

4.5. Site Visit Meeting: Interested Contractors are strongly encouraged to attend a non-mandatory site visit meeting. The purpose of this site visit meeting will be to inspect and to clarify the contents of this Request for Proposal (RFP). The site visit meeting shall take place March 10, 2022, 2pm at the 2601 Dos Rios Drive, Grand Junction, CO. Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.

4.6. Attached Documents:

Appendix 1: Project Location, Overall Development Plan and Destination Playground Concepts
Appendix 2: Dios Rios Park and Bicycle Playground Landscape and Irrigation Plans
Appendix 3: Dos Rios Utility As-Builts
Appendix 4: Dos Rios Park and Small Shelter Plans

4.7. RFP Tentative Time Schedule:

• Request for Proposal Available	February 28, 2022
• Non-Mandatory Site Visit Meeting/Briefing	March 10, 2022
• Inquiry deadline, no questions after this date	March 16, 2022
• Addendum Posted	March 21, 2022
• Submittal deadline for proposals	April 15, 2022
• Owner evaluation of proposals	April 16, 2022 – April 21, 2022
• Interviews (if required)	April 25, 2022
• Final selection	April 29, 2022
• City Council Approval	May 18, 2022
• Contract execution	May 19, 2022
• Bonding and Insurance	May 26, 2022
• Work begins	Upon Notice to Proceed
• Completion Date	October 14, 2022

4.8. Questions Regarding Scope of Services:

Kassy Hackett, Buyer
kassyh@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: ***Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (https://www.rockymountainbidsystem.com/default.asp).*** *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 http://www.gjCity.org/BidOpenings.aspx for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A** to **F**:

A. **Cover Letter:** Cover letter shall be provided which explains the Contractor's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the Contractor's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the Contractor. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Contractor. By submitting a response to this solicitation the Contractor agrees to all requirements herein.

B. **Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.

Playground Experience and Capabilities

Note: Key personnel will be committed to this project in the Design/Build contract and can only be changed by approval of the City.

Provide a summary of key personnel experience information. List the most recent projects first. Include project owner and contact reference, project location, scope of project, design cost, construction cost, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

Important experience includes playground and park projects of scope and size. Higher rating will be given to experience in Design/Build of playground projects. The RFP response must include the following information, which will be used to rate the playground experience and design capabilities of the Design team.

a. Discuss the design experience of key personnel that is similar or relevant to this Project.
b. Discuss experience of the key personnel working together on past Design/Build or Design-Bid-Build projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
c. Discuss goals and challenges on previous projects that the team was involved in and how goals were met and challenges were addressed by key personnel.

d. Discuss projects with a change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration. Describe circumstances that led to the change orders or delays and how the issues were resolved with the owner.

Commissioning, Performance Verification, and Training

The RFP response must include the following information, which will be used to rate the support that the Design/Build team provides for commissioning, performance verification, and training of the project.

a. Describe the general approach and process that will be used in commissioning, performance verification, and training for this project.
b. Discuss the experience of the Design/Build in commissioning, performance verification, and training.
c. Describe the types of operation and maintenance documents prepared on previous projects and recommended O&M documents for this project.

C. Strategy and Implementation Plan: Describe your (the Contractor's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Contractor may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your Contractor's implementation plan and an estimate of time commitments from Owner staff.

D. References: A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.

E. Fee Proposal: Provide a guaranteed maximum price cost using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown.

F. Additional Data (optional): Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

6.1 Evaluation: An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.

6.2 Intent: Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Contractor's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (**with weighted values**):

The following collective criteria shall be worth 90%
• Responsiveness of Submittal to the RFP **(5)** (Contractor has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.) • Understanding of the Project and Objectives **(20)** (Contractor's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.) • Experience **(25)** (Contractor's proven proficiency in the successful completion of similar projects.) • Strategy & Implementation Plan **(25)** (Contractor has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.) • Warranty and Service Plan **(15)** (Contractor's warranty and service plan provides for adequate service, repair, and replacement coverage. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)

The following criteria shall be worth 10%
• Fees **(10)**

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, contractor, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated Contractor and will not negotiate with lower rated Contractors unless negotiations with higher rated Contractors have been unsuccessful and terminated.

6.3 Oral Interviews: The Owner may invite the most qualified rated proposers to participate in oral interviews.

6.4 Award: Contractors shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Contractor.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5035-22-KH Design/Build Destination Playground Equipment and Installation for Dos Rios Park

*Offeror must submit entire Form completed, dated and signed***.**

1) All-inclusive Guaranteed Maximum Price to design, provide, and install playground equipment for Dos Rios Park, as per the solicitation documents:

Guaranteed Maximum Price $_____

WRITTEN:_____**dollars.**

The Owner reserves the right to accept any portion of the services to be performed at its discretion

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

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

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

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

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

_____	_____
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
_____	_____
Authorized Agent Signature	Phone Number
_____	_____
Address of Offeror	E-mail Address of Agent
_____	_____
City, State, and Zip Code	Date

Purchasing Division

ADDENDUM NO. 1

DATE: **March 10, 2022**
FROM: **City of Grand Junction Purchasing Division**
TO: **All Offerors**
RE: **Design/Build Destination Playground Equipment and Installation for Dos Rios Park (RFP-5035-22-KH)**

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. An error was made as to the assigned Purchasing Representative for this solicitation process. The correct Purchasing Representative is:

   Duane Hoff Jr., Contract Administrator
   duaneh@gjcity.org
   970-244-1545

   Please direct any questions concerning this solicitation and project to Duane Hoff Jr.

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

All other conditions of subject remain the same.

Respectfully,

Duane Hoff Jr., Contract Administrator
City of Grand Junction, Colorado

CITY OF Grand Junction COLORADO

Purchasing Division

ADDENDUM NO. 2

DATE: **March 17, 2022**
FROM: **City of Grand Junction Purchasing Division**
TO: **All Offerors**
RE: **Design/Build Destination Playground Equipment and Installation for Dos Rios Park (RFP-5035-22-KH)**

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. Can the City provide the .CAD files for the playground area?

   A. Yes. CLICK LINK

2. Q. Is the City interested in more wood type materials, than plastics?

   A. Yes. The City would be interested to see some natural materials that fit into the overall concept and existing look of the surrounding areas.

3. Q. Is the City flexible to the existing boulder locations?

   A. Yes. Although they need to remain within the existing footprint.

4. Q. Does the City want the Contractor to be responsible for the removal and re-installation of the existing surfacing materials, or will the City be responsible for it?

   A. Please provide a separate “Add Alternate” line item for this for the Contractor to be responsible for removal and re-installation. This “Add Alternate” should not be included in your total GMP pricing.

   Please direct any questions concerning this solicitation and project to Duane Hoff Jr.

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

All other conditions of subject remain the same.

Respectfully,

Duane Hoff Jr., Contract Administrator
City of Grand Junction, Colorado

NOTICE OF AWARD

Date: July 7, 2022

Company: Summit Recreation LLC

Project: Design/Build Destination Playground Equipment and Installation for Dos Rios Park RFP-5035-22-DH

You have been awarded the City of Grand Junction Design/Build Destination Playground Equipment and Installation for Dos Rios Park RFP-5035-22-DH for the Guaranteed Maximum Price of **$369,116.00.**

Please notify Randy Coleman, City of Grand Junction Parks Superintendent 970-254-3821 for schedule and return to the City Purchasing Division an acknowledged copy of this Notice of Award, and Certificate of Insurance.

CITY OF GRAND JUNCTION, COLORADO

_____

Duane Hoff Jr., Contract Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: _____

By: _____

Title: _____

Date: _____

KOMPAN®
Playgrounds



Design/Build Destination Playground Equipment and Installation for Dos Rios Park

Design/Build Destination Playground Equipment and Installation for Dos Rios Park
Duane Hoff Jr., Contract Administrator
250 North 5th Street
Grand Junction, CO 81501
duaneh@gjcity.org

Aπ.φ) Dos Rios Destination Playground Cover Letter ϑ vdzl·ťλŦλŎl·ǘλ2yã, Experience, Credentials:

Thank you for the opportunity to offer a response to the Request for Proposal from the City of Grand Junction for the Design/Build Destination Playground Equipment and Installation for Dos Rios Park. Summit Recreation is located in Palisade, Colorado with both project managers readily available at this location. One of the project managers involved in the proposal currently resides less than 2 miles from this park, which means this project is extremely important to Summit Recreation in making sure this playground is a regionally iconic destination for the western slope.

Summit Recreation is pleased to present the following Statement of Qualifications.

Summit Recreation's Approach: We look at the "WHY"
We strive to make every playground we design the perfect complement to its chosen location by focusing on both function and form. That means providing play equipment that delivers a wide variety of dynamic and age-appropriate activities for the intended users, as well as selecting play structures that integrate seamlessly into the selected play area. Our pre-design process includes site evaluation visits where we assess not just the play area, but the surrounding area as well, including paths of travel, lines of sight, and the general environment of the community. The result is a vibrant play environment that quickly becomes an essential part of the fabric of the community.

Summit Recreation's Commitment:
To accomplish our goals, we need to be more than a vendor; we need to be a partner. We employ an interactive design process during which our design team uses the information gathered during the pre-design phase and face-to-face meetings to craft a solution that delivers on the promise of high play value and exceptional quality.

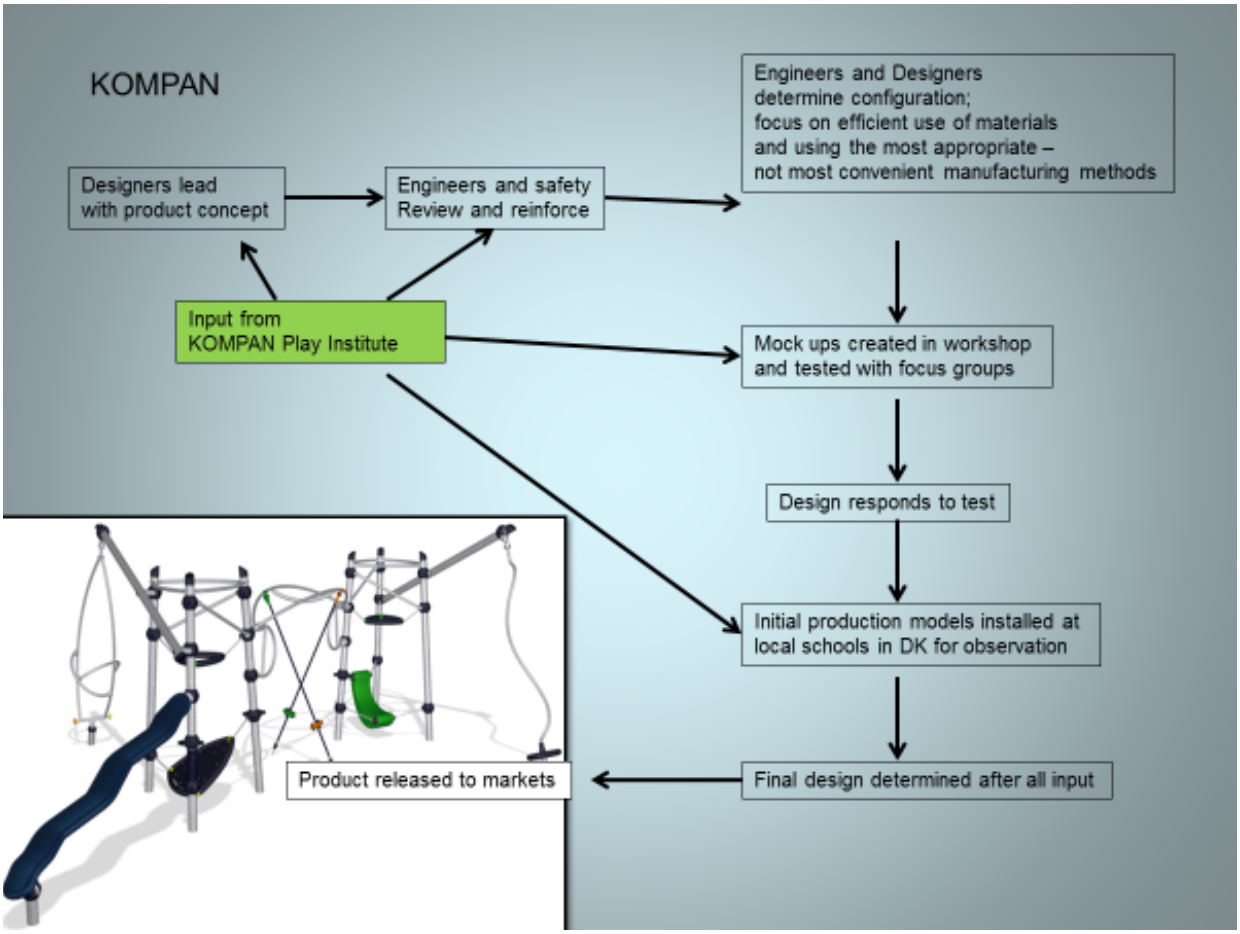
Project Understanding and Basic Scope of Project:
Summit Recreation believes that every child's future depends on early experiences that help them to grow and develop safely and that challenge them to explore and learn through the world of play. With that belief, Summit Recreation is proud to be the exclusive representative in Colorado for "KOMPAN" playground solutions. Our understanding of this project is that the City of Grand Junction holds the same belief and with that is looking for a qualified professional firm that is able to assist in bringing the communities vision and concept of the playground to life with strategic planning, age appropriate child centric equipment selection, construction to the ribbon cutting.

When looking at playground equipment there are many choices, but all too often we encounter the same ”up the stairs, cross the bridge, down the slide and repeat.” At Kompan we don’t just simply manufacture playground equipment, we truly answer the “WHY” in playgrounds.

At KOMPAN, play is serious business. We are keenly aware of the impact play has on children’s health, learning, and social interactions, as well as the impact park and playground projects have on communities. A well-designed playground is much more than a play space – it is a transformational space, where families gather to watch their children learn and grow, and through which communities experience the richness of human interaction and an enhanced quality of life.

The Kompan Difference

Kompan employs professionals from the education industry in what is known as the KPI (Kompan Play Institute). These professionals monitor trends and changes, initiate studies, create campaigns and publications, lead seminars worldwide and most importantly influence product designs. For instance, the KPI team may see the need for an increase in dynamic climbing events due to the ever increasing loss of balance and motor skills in children 5-8 years of age on a global basis. As the chart below shows; everything starts with a “why” and is driven by the team at KPI. Equipment is first designed and manufactured and then installed for one year in a pilot location during which it is observed by the KPI team for input on design, functuality, play value, and reliability. Final designs are tweeked and implemented and only after this one year trial period will the equipment be released to the market.



KOMPAN®

Environmental Statement

AN ENVIRONMENT FOR A BETTER FUTURE

SUSTAINABILITY

Sustainability doesn't mean making sacrifices. In fact, when you start looking at design and production through the lens of sustainability, it's actually an opportunity!

At KOMPAN sustainability isn't just an added benefit, it's built into all products, right from the very beginning. We design our playgrounds to last a lifetime, ensuring minimal environmental impact and providing maximum value to the community.

ENVIRONMENTAL RESPONSILBILITY

When the world's leading playground provider goes the extra mile for the environment, it matters! That's why we constantly keep optimizing our materials and production processes to take sustainability to even higher levels. It's not just about getting better at what we do - it's about striving for the ultimate; creating value for our customers and the environment and innovating for a better world.

In addition, KOMPAN has implemented an environmental policy that constantly challenges the conventional ways of addressing this extremely important area. We also require our suppliers to support us by doing the same! As a result of our environmental policy KOMPAN products are easy to separate into their different constituent materials and then recycle, or dispose of, when they reach the end of their life cycle.

KOMPAN is using recycled materials in more than 70% of our products and 95% can be recycled at the end of their lifecycle:

Panels HDPE: Eco-Core
80% recycled content
100% recyclable after use

Panels, Molded Plastic
(Roto/Blow/Injection molded)
100% recyclable after use

Steel & Stainless Steel
30% recycled content
100% recyclable after use

Aluminum
100% recyclable after use

Cardboard Packaging
80% recycled content
100% recyclable after use



Environmental Statement

KOMPAN Manufacturing • ISO 9001, ISO 14001 & OHSAS 18001

At KOMPAN we take responsibility for the impact of our activities, products and services. We live up to this promise by being the proud carriers of the most recognized green certificates: ISO 9001, ISO 14001 and OHSAS 18001. As a global supplier of playground equipment, KOMPAN is committed to meeting the most rigorous standards for environmentally responsible manufacturing.

A NEW GREEN CONCEPT - EcoCore™



NEW EcoCore™

- Core produced from 100% recycled material
- Recyclable after use supported by our
- Lifetime warranty

Our corporate responsibility efforts are directed into all areas and all processes possible – with particular focus into areas where we can make the biggest impact and create the most value. 70% of all our products contain recycled materials including 30% recycled steel. However, it doesn't stop here. As an innovation we are now changing all our widely used HDPE panels to the new EcoCore™: A highly durable, eco-friendly material, which is not only recyclable after use, but also consists of a core produced from 100% recycled material with a total recycled material content of 80% overall! Still, of course, supported by our lifetime warranty.

KOMPAN is using recycled materials in more than 70% of our products and 95% can be recycled at the end of their lifecycle:

Panels HDPE: Eco-Core
80% recycled content
100% recyclable after use

Steel & Stainless Steel
30% recycled content
100% recyclable after use

Cardboard Packaging
80% recycled content
100% recyclable after use

Panels: Molded Plastic
100% recyclable after use

Aluminum
100% recyclable after use

Environmental Statement

Polyvinyl Chloride and Phthalates Free

Polyvinyl chloride (PVC) is a plastic that is mainly used in making pipes for plumbing. However, many playground manufacturers use a softened form of PVC to coat metal parts, such as decks, handrails, and hand rings. Not only does the production of PVC release dioxins which are known to be linked to cancer, but the process of making the PVC soft involves the use of phthalates, which have been linked to potential health hazards. The State of California is concerned enough about the use of phthalates that it has recently introduced legislation that will ban the sale of children's products if they contain phthalates in quantities greater than 1/10 of one percent.

Besides being harmful to our bodies, PVC is also harmful to the environment in which we live. Recycling PVC is difficult, and it usually ends up in landfills. KOMPAN is proud to say that our products have always been PVC and phthalates free.

Limited Use of Paint

Powder coating is a common method of adding color to playground equipment. When the surface coating chips, however, the metal is exposed to corrosive elements and will require added maintenance. One of KOMPAN's philosophies is to minimize the amount of paint on our equipment and instead use solid colored materials. Besides eliminating the maintenance hours that would be necessary to re-apply colored coatings to parts, this practice also eliminates the need to purchase and store touch-up paint and chemicals.

Leadership in Energy & Environmental Design

KOMPAN supports the Leadership in Energy and Environmental Design (LEED) program and can assist in achieving LEED certification for your project. KOMPAN equipment utilizes recycled materials, which can be applied toward attaining LEED credits 4.1 and 4.2.

With the broadest product portfolio in the industry, KOMPAN can provide the City of Grand Junction with a unique play environment that will delight children for many years to come.

Playgrounds usually consist of children younger than 12 years old enjoying the play equipment, however we specifically try to not only focus on those younger children, but the older kids as well. To draw the interest of middle school children at 12-14 years old with varying skill levels, and to be able to provide them with a playground that will remain relevant and challenging over time, the Design Team shall concentrate on the following playground design elements: Scale, Challenge, Interaction, Inclusion, Diversity, Engagement, and Affordance. Because of the importance of play and its role in fighting obesity, promoting motor skills development, improving communication skills and even building self-confidence, each innovative design will present diverse action possibilities that will encourage active play, stimulate the imagination, build social abilities and help children become more physically literate.

KOMPAN play equipment is designed to grow with children and continually present them with new challenges as their skills develop. This feature, combined with the quality and durability of KOMPAN equipment, will provide your park with the best return on its playground equipment investment. All designs adhere to the guidelines of the National Recreation and Park Association (NRPA), Americans with Disabilities Act (ADA), National Playground Safety Institute (NPSI), American Society of Tested Materials (ASTM) and local building codes, and the International Play Equipment Manufacturers Association (IPEMA)

Summit Recreation's Experience:
Summit Recreation has extensive experience executing projects of this scope and complexity. The foundation of our success rests in our commitment to meticulous preparation, attention to detail and professional project coordination. Essential to these is effective and timely communication. Communication between Summit Recreation and the City of Grand Junction is an essential element for the successful completion of this project. Summit Recreation's project management program is designed to promote open communication that provides accurate, timely, consistent, clear, and concise information to the city. With any project over a budget of $250,000 we automatically assign two project managers to make sure nothing slips through the cracks and that the customer is completely satisfied and taken care of. Summit Recreation will maintain regular contact with the city, key stakeholders, and coordinate any necessary responses. Scheduled project communications will be delivered as requested and they will include regular construction updates, activity reports, schedule updates, and progress reports. During the construction phase of the project, Summit Recreation in conjunction with our certified and factory trained installation crew, work efficiently and effectively to maintain the project schedule, community safety and a job well done.

ORGANIZATIONAL CHART/KEY PERSONNEL

Delivery of the playground project is accomplished by a team assembled specifically for this project. The Team consists of members from Summit Recreation, KOMPAN and our installation crew. Our entire team is completely dedicated to the successful implementation of this proposal. Team members directly responsible for management of the project include:

Kim Carlson – Project Manager/Owner

With years of experience in playground design and sales, Kim believes that the playgrounds we design must be fun, imaginative and challenging places where children of all ages and abilities can play. Great play encourages whimsy, builds muscles and friendships. Most importantly, play must be relevant to lure kids off the couch, away from computers and out into the sun and fresh air! Kim's mission is creating the kind of spaces kids will incessantly bug their parents to take them.

Megan Doll – Project Manager

As a Project Manager, Megan has a comprehensive understanding of the playground industry and building process. She leads all projects with the knowledge, creativity, inspiration, and skills that are critical to a project well done. With Megan's degree in Exercise Science and a background in recreational sports, Megan pays special attention to detail. She not only makes sure customers are happy and kids are outside, but she is constantly inspiring others to get moving!

Nicole Kennedy – Sales Coordinator & Administrative

Nicole is a great addition to our team possessing responsibility to take on ever-changing tasks as they arise. She possesses not only the skill set to coordinate all phases of any project, but to create unique solutions that add her personal touch to every design. Nicole also coordinates all project manager's orders and updates the customers weekly. Her extraordinary customer service reassures all customers of where their project is at.

Scott Humphrey – Key Installer

With years of experience in playground installation and landscaping, Scott brings all the right tools to handle the industry of creating fun. He provides the solid foundation necessary to balance and guide us in all the crazy we throw his way. With attention to detail, careful planning, and consideration for each project's specific needs, Scott turns ideas and all their nuances into completed projects. Scott truly loves building playgrounds and the lasting smiles it creates.

The benefits of a playground are not just about play. A strong and desirable community is built and sustained through parks, open space and play! Summit Recreation is enthusiastic about this opportunity as we share your passion and commitment to your park and community. We would like to once again thank you for taking the time to review our proposal.

Attached in this package you will find the following format:
Concepts/Designs, Playground Experience/Capabilities, Strategy and Implementation Plan, Fee Proposal, Bond, Certificate of Insurance, and Warranty.

Best Regards,

Megan Doll

Kim Carlson

Megan Doll
Kim Carlson

Summit Recreation, LLC
2695 Patterson Rd Unit 2-282, Grand Junction, CO 81506
303-465-2286 office 970-773-0774 cell
www.summitrecreation.com megan@summitrecreation.com

To all at the City of Grand Junction,

Thank you for the opportunity to offer a proposal for Dos Rios Park Destination Playground. We understand the importance of recreation in a community and having a fun and safe environment for children to play in. Summit Recreation whole heartedly supports the city in fostering health and wellness.

In the **first** design concept, this castle theme ties in with the Botanical Gardens and the fortified structures of royalty. The 5-12-year-old castle is packed with fun on all levels, and for all kings and queens. Playing side by side in an imaginative world helps children develop both social and cognitive creative skills. With the basket swing offered in all 3 concepts, the kids will soon be battling over who gets the next turn. Our track ride next to the play tower will be a local gliding favorite, or the Supernova which offers sitting, standing, spinning, and continuous challenge. Not only will the towers and castles be a WOW factor to your playground, but the surrounding custom parkour pieces will have everyone wanting to stay and play.

In the **second** design concept, it captures the entire Colorado River corridor's goals for a destination playground. The 5–12-year-old Robinia Trout structure in this concept serves the artistic, sculptural, and recreational purpose of the playground. This concept offers a dense theme of fishing, outdoors, and the heart of Colorado's cardinal purpose for recreation right along the river. With the 2–5-year-old boat, and the unique climbing nets to mimic a fishing net, this area offers not only imagination and creativity, but a story being told from a child's point of view. The waterlilies surrounding the wobble bridge offer the illusion of the children walking across the bridge and being in the water to get to the fish. Along with many ground level activities, we also offer a zip line for the risk-takers that compliments the new zip line feature coming to Las Colonias!

In the **third** design concept, this forest theme will be perfect for the location of Dos Rios and its surrounding greenery. Between the 2-5-year-old Toddler Tree Sculpture and the Jungle Dome, the children will get to explore the outdoors within their backyard! Glide from one end of the playground to the other on our zip line, hangout on the seesaw, or conquer the flying fish on the salmon springers. This outdoor oasis has unique play value for all, offering both ground level and elevated activities. Take a break from climbing trees and the jungle dome and hangout at the toddler oasis. This structure allows for the utilization of loose-fill surfacing as a sensory ground-based play component to give children a sense of success and stimulate the child's creativity. Don't miss out on all the small details of these play structures as they are both unique and filled with play value.

The variety and balance of equipment is truly inclusive for all. Each piece of equipment offers one or more of our 4 domains of play: Physical, Social/Emotional, Cognitive, and Creative. The events and components meet or exceed the design and safety guidelines detailed in the ASTM 1487 and the CPSC handbook; are ADAAG compliant and IPEMA certified. The playground equipment is built with quality, safety, attention to detail, and is accompanied by an industry leading warranty. Our equipment is installed by our own in-house installation crews that are factory trained and who carry the credentials of being Certified Playground Safety Inspectors.

Summit Recreation together with Kompan knows that projects like yours require more than playground equipment to obtain your goals. You will receive from us information, support, exceptional service, and our years of expertise for successful project and park completion. We share your passion and commitment to fun, happiness, and play!

Best Regards,
Megan Doll & Kim Carlson

Summit Recreation 2695 Patterson Rd Ste#2-282 Grand Junction, CO 81506
303-465-2286 phone 970-773-0774 cell
www.summitrecreation.com
sales@summitrecreation.com

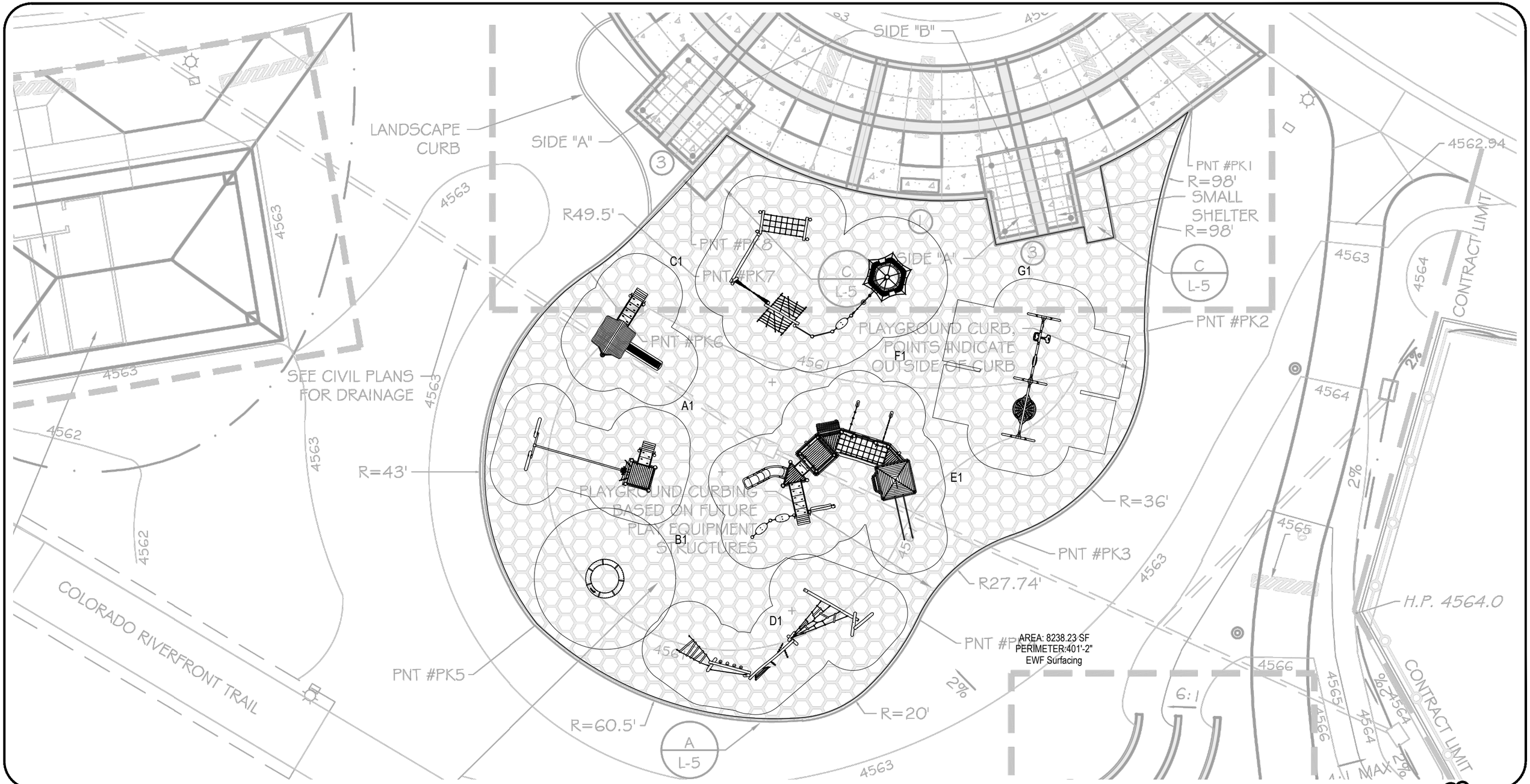


Dos Rios Destination Playground

Concept One

Request for Proposal

April 15, 2022



#	Product Number	Product Name	M.F.H.	Count
A	US-NRO892608			1
B	GXY960014-xx17	Supernova	2' 4" feet	1
C	NRO1020-xx21	Play Tower with Slide & Desk	7' 3" feet	1
D	NRO854-xx01	Parkour 4	8' 11" feet	1
E	NRO423-xx21	Castle, Medium	9' 10" feet	1
F	COR881573-2ddwg			1
G	KSW924-CUSTOM_20157806			1

Dos Rios Park
16Ø1 Dos Rios Drive
Grand Junction, CO 81501

Site Plan

0 16 32

1/16"=1'-0" ON 11" x 17" SHEET

MANUFACTURER'S SHOP DRAWING:

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REVIEW BY:		DATE:	SHEET:
DESIGN		04/11/22	L2.0
REPS NAME:		DRAWN BY:	
MegDol		LauShi	
REV. NO.	REV. BY:	REVISION NOTES:	REVISION DATE:
-	-	-	-

LAYOUT IS IN ACCORDANCE WITH ASTM F1487

Dos Rios Castle Opt

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Dos Rios Castle Opt

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Dos Rios Castle Opt

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CASTLE, MEDIUM

NRO423

Item no. NRO423-1021	
General Product Information	
Dimensions LxWxH	25'8" x 30' x 18'6"
Age Group	5-12
Play Capacity	42 children
Color Options	







The awesome Castle adds a regal touch to the playground, attracting young knights and princesses again and again.. With its great distribution of ground level and elevated play options, the Castle allows for all abilities playing together. To the front, the Castle offers three great, varied climbing entrances, all training children's balance, coordination and muscles.

The ground level offers play dens, barred windows and hammocks to invite dramatic play. This stimulates children's language and social skills, when they negotiate play scenarios. On the courtyard side, the Castle opens with bridge and net. The banister bars and slide add thrill to the play experience and in each their way train sense of balance and space. These motor skills are necessary to navigate the surroundings and objects securely.

Data is subject to change without prior notice.

Dos Rios Castle Opt

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PLAY TOWER WITH SLIDE & DESK

NRO1020

Item no. NRO1020-1021	
General Product Information	
Dimensions LxWxH	13’7” x 12’10”x13’8”
Age Group	2-5
Play Capacity	9 children
Color Options	







The Play Tower with Slide & Curly Climber is a dense, yet varied play motivator for children. The targeted selection of popular play activities stimulates children to play for a long time, again and again. The accessible stairway leads to the choice of a slide or a rotating glide event. Both are great fun, and they train the senses of balance and space, which are very important for navigating through spaces confidently and securely, and for judging distances. The Curly Climber additionally trains proprioception: the awareness of where your body parts need to be placed to manage tasks. The fast access via the accessible stairway provides a loop, running up and sliding or gliding down, repeating the action. This is great cardio training, but it also encourages turn-taking skills in children, building social-emotional awareness.

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Dos Rios Castle Opt

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Dos Rios Castle Opt

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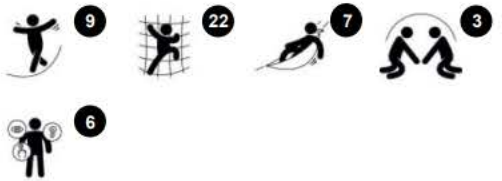
PARKOUR 4

NRO854

Item no. NRO854-1001	
General Product Information	
Dimensions LxWxH	32’9’’x15’3’’x8’11’’
Age Group	5-12
Play Capacity	12 children
Color Options	







The Parkour 4 is a hugely appealing playpiece. Exactly what 5-12 year olds want: a trim trail that’s fun. The variation in climbing, crawling and balancing activities will make children come back again and again. The many inclined, twisted and vertical nets and the different mesh directions make great play challenges. Climbing or crawling up, down and through the big meshes greatly stimulates coordination and proprioception. Both are skills necessary to navigate the world confidently and to achieve physical confidence. The lovely rubber seating points and the inclined beams are great for meeting and exchanging. Their bouncy or inclined character make them a constant balance and muscle trainer, even when seated.

When climbing through the Parkour 4 children train their cooperation and turn-taking skills. These skills are difficult to teach, but they are easily learned in play.

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Dos Rios Castle Opt

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You & Me Swing





Basket Swing

Dos Rios Castle Opt

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Track Ride Tower

NRO1022



Item no. NRO1022-1021	
General Product Information	
Dimensions LxWxH	22'5"x9'7"x8'10"
Age group	5 - 12
Play capacity (users)	5
Color options	





The Track Ride Tower is a great play event that responds to a child's quest for thrill and adventure. This is a recipe for play success and children will return for play again and again. The track ride glides down from the tower. Trained users will be able to flip their legs up at the end and push themselves all the way back to the platform. This trains muscles, proprioception and timing, all important abilities in sports and life to navigate surroundings securely. Jumping off at the end or halfway back will build bone density. The hand hold allows users to hand over the glider. Children train their arm, leg and core muscles when gliding. They also train social-emotional skills when turn-taking and showing empathy, helping others to succeed. This is thrilling, fun play that trains the child's social and physical life skills.



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Dos Rios Castle Opt

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Track Ride





Supernova

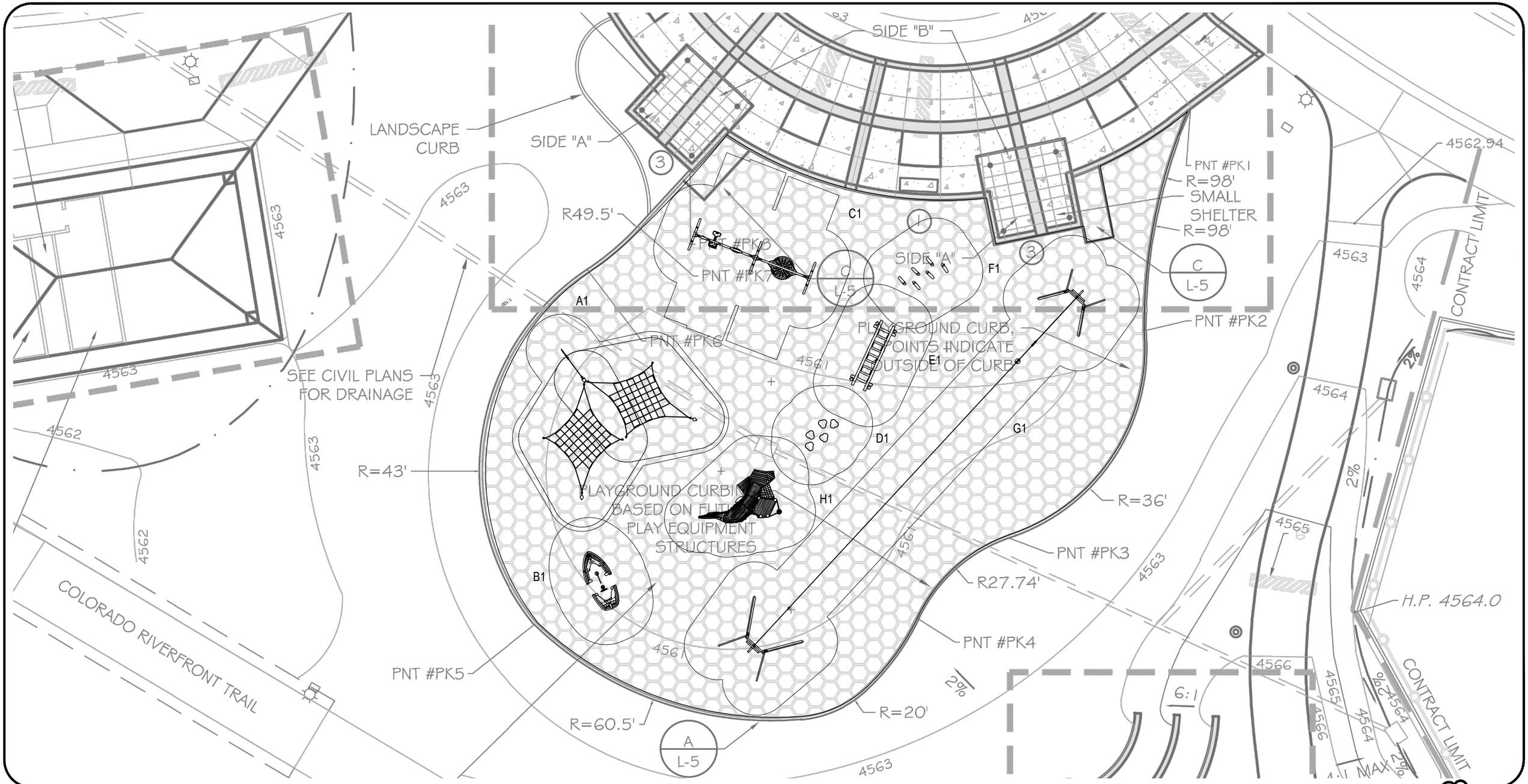


Dos Rios Destination Playground

Concept Two

Request for Proposal

April 15, 2022



#	Product Number	Product Name	M.F.H.	Count
A	COR881608-2D			1
B	NRO520-xx21	Forest Lake Boat without Floor	3' 3" feet	1
C	KSW924-CUSTOM_20157806			1
D	NRO820-xx03	Waterlilies Balance Posts - 5 pcs	1' 1" feet	1
E	NRO810-xx01	Wobble Bridge	1' 5" feet	1
F	NRO806-xx01	Stilts	3' 7" feet	1
G	M87202-xx17_19M - 62ft long			1

#	Product Number	Product Name	M.F.H.	Count
H	KRS8200052	Fish Climber	9' 1"	1

Dos Rios Park
1601 Dos Rios Drive
Grand Junction, CO 81501

Site Plan

0 16 32

1/16"=1'-0" ON 11" x 17" SHEET

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DESIGN	04/11/22	L2.0
REPS NAME: MegDol	DRAWN BY: LauShi	
REV. NO. - / REV. BY: -	REVISION NOTES: -	REVISION DATE: -

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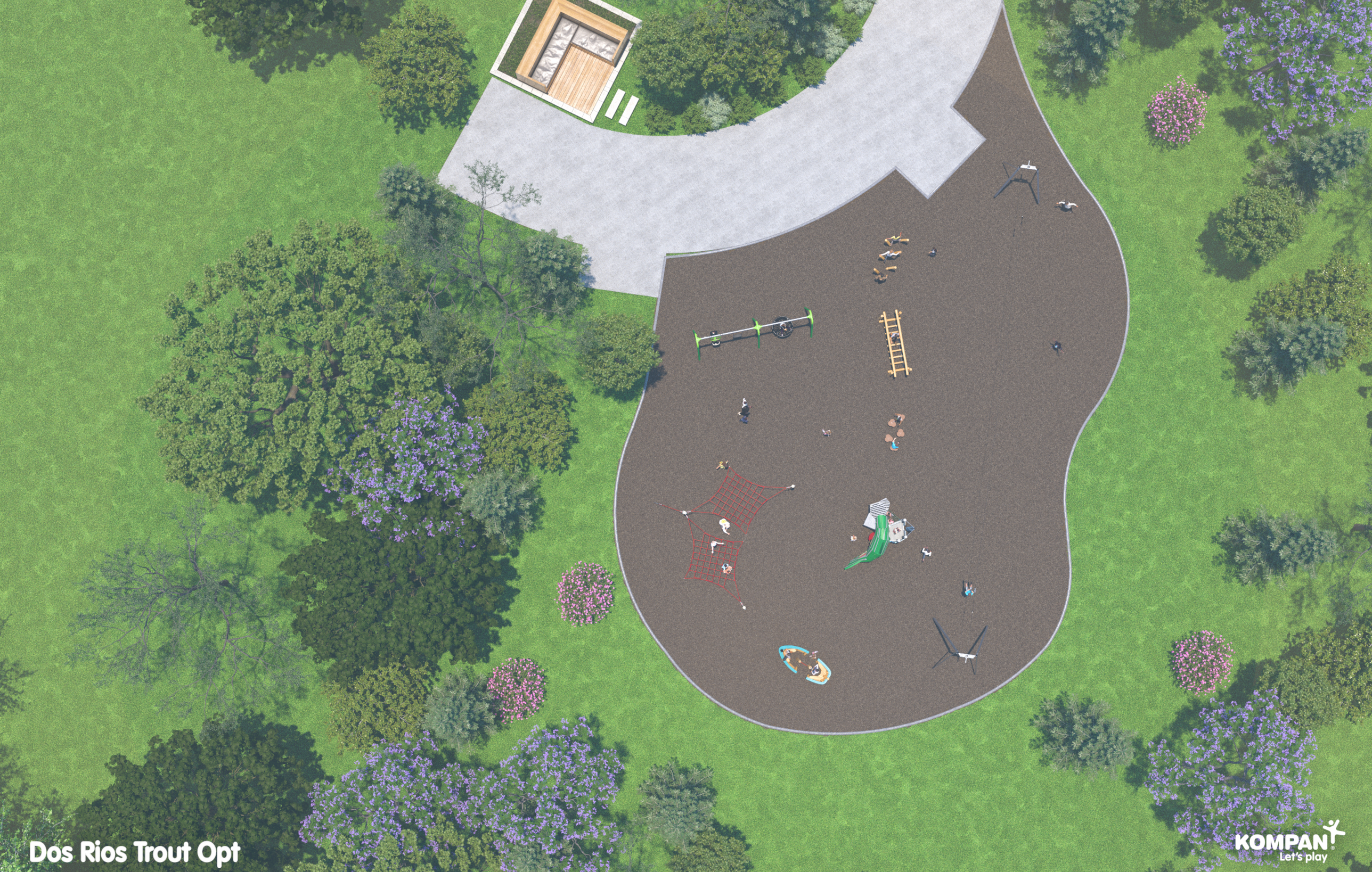
Dos Rios Trout Opt
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FOREST LAKE BOAT WITHOUT FLOOR

NRO520



Item no. NRO520-1021	
General Product Information	
Dimensions LxWxH	4’9” x 10’10” x 8’2”
Age Group	2-5
Play Capacity	8 children
Color Options	





The Forest lake boat without floor is a role play invitation like few others. The ship theme encourages hours of play, uniting children around a fantastic play starter theme: sailing off into unknown land. The seat in the rear and the turnable steering wheel add to imagination. The binoculars add to the nautical theme. These elements, apart from offering response and variety in tactile stimulation, evoke the sense of wonder. They spark imagination and dramatic play. Dramatic play and role play function as children’s way of playing through experiences they don’t fully understand or that fascinate them. When doing so, they train their communication and language skills. Communication and turn-taking skills are also trained. These help children avoid physical conflict. Eventually it will stimulate the ability to form friendships. The open sides allow play for all abilities.

Data is subject to change without prior notice.



Dos Rios Trout Opt

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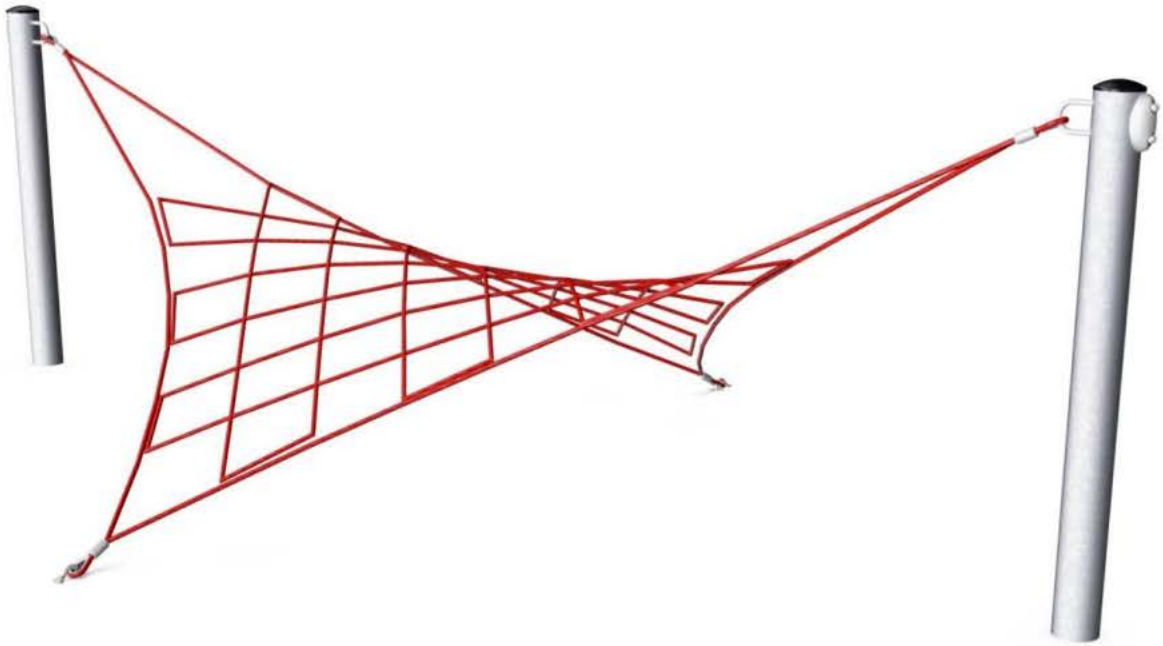
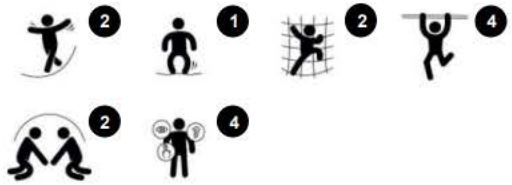
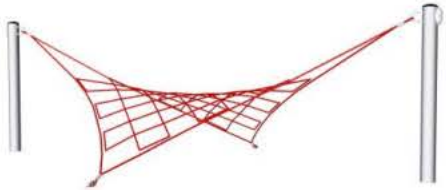
SMALL CLIMETRIC NET

COR22502



Item no. COR225021-1101	
General Product Information	
Dimensions LxWxH	21’2” x 14’2” x 6’3”
Age Group	2-5
Play Capacity	8 children
Color Options	





The Small Climetric Net poses a unique challenge for young climbers on the playground, encouraging them to take a turn while they develop their skills at agility, balance, and coordination. The responsive nets will provide thrill and just the right amount of challenge for young children to stay and play. The excitement of the twist and turn provides a thrill in response to active, physical play and games that involve going over, across, and through the structure, essential concepts for early cognitive development. The open design provides for play on all sides, enabling a variety of social interactions, supporting physical as well as social and emotional skills on the playground. The scaled structure enables many children to join in the play, enhancing the thrill of the experience of playing together.

Data is subject to change without prior notice.



Dos Rios Trout Opt

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Waterlily Steppers

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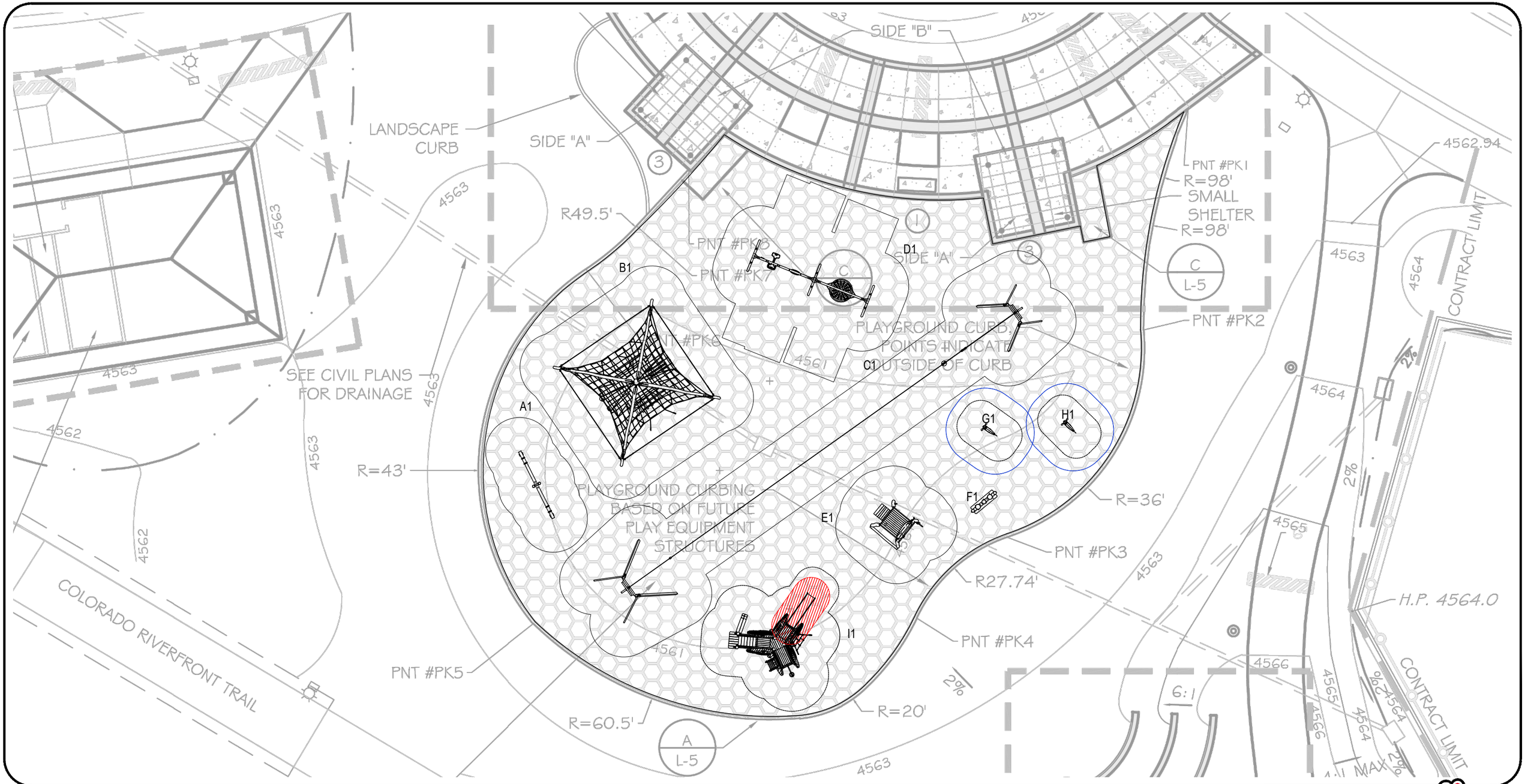
Dos Rios Destination Playground

Concept Three

Request for Proposal

April 15, 2022



#	Product Number	Product Name	M.F.H.	Count
A	NRO106-xx01	Seesaw, 4 people	3' 9" feet	1
B	NRO836-xx01	Jungle Dome	7' 10" feet	1
C	M87202-xx17_19M - 62ft long			1
D	KSW924-CUSTOM_20157806			1
E	NRO523-xx01	Toddler Oasis with Sand Desk	11" feet	1
F	NRO602-xx01	Percussion Music Panel	0" feet	1
G	NRO896942_2D			1
H	NRO898987_2D			1

#	Product Number	Product Name	M.F.H.	Count
I	KRS8200073	Toddler Tree	8' 4"	1

Dos Rios Park
1601 Dos Rios Drive
Grand Junction, CO 81501

Site Plan

0 16 32

1/16"=1'-0" ON 11" x 17" SHEET

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DESIGN	04/11/22	L2.0
REPS NAME:	DRAWN BY:	
MegDol	LauShi	
REV. NO. / REV. BY:	REVISION NOTES:	REVISION DATE:
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Dos Rios Jungle Dome Opt

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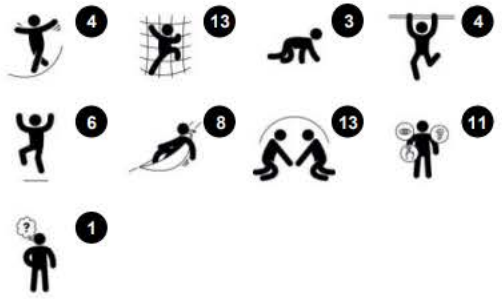
JUNGLE EXPLORER DOME

NRO836



Item no. NRO836-1201	
General Product Information	
Dimensions LxWxH	21'4''x21'4''x 19'7''
Age Group	5-12
Play Capacity	50 children
Color Options	





The Jungle Explorer Dome is an irresistible play adventure. Children of all ages and abilities will find a wealth of diverse play activities to venture into, and they will want to explore the swaying, bouncy feel of the nets, ropes and climbers again and again. The top net is a destination in its own right, offering plenty of meeting points for the brave climbers. The view through the transparent meshes to the ground add to the feeling of thrill and achievement. Ground level swaying seats invite group meetings, thus training important social skills such as turn-taking and negotiation. The vertical, horizontal and inclined climbs in the Jungle Explorer Dome builds a feeling of achievement and they also build important motor skills, such as sense of balance and space, that help children navigate obstacles safely. These greatly promote physical activity for all ability levels, and train muscles.

Data is subject to change without prior notice.

Dos Rios Jungle Dome Opt

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Dos Rios Jungle Dome Opt

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Zipline, Flat Space

M87202

Item no. M87202-3817	
General Product Information	
Dimensions LxWxH	108'11"x9'10"x12'11"
Age group	5 - 12
Play capacity (users)	1
Color options	







WOW! The Zipline is a playground magnet. Children whizz through the air and run the seat back to start to begin a new flight, over and over again. The Zipline ticks boxes in age-appropriately challenging play: the speed when whizzing through the air truly tickles the stomach and makes children want to try out the Zipline repeatedly. Apart from being great fun, the ride also trains important motor skills such as spatial awareness and the sense of balance. These motor skills are fundamental in mastering body movements and navigating the world securely. Running the seat back to start is great cardio training for children. Social-emotionally, the thrill element of the Zipline widens children's comfort zones of actions they can make. This hugely boosts self confidence.



Data is subject to change without prior notice.

Sensory Play Oasis

Dos Rios Jungle Dome Opt

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Dos Rios Jungle Dome Opt

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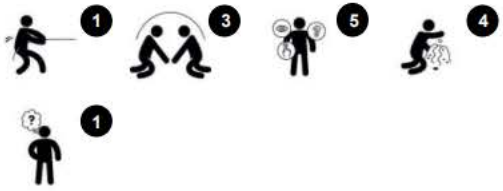
TODDLER OASIS WITH SAND DESK

NRO523

Item no. NRO523-0621	
General Product Information	
Dimensions LxWxH	8'2" x 6'6" x 6'11"
Age Group	6m-2y
Play Capacity	6 children
Color Options	







The great Toddler Oasis with Sand Desk absorbs children in construction play for hours and hours, again and again. The podium is roomy and can be played from all sides. This allows for more children in action, in spite of the small foot-print. The Sand Des is the main attraction: the sieve and tube in each their way leads sand to the ground level. This is an eternal source of wonder for young children. It develops their understanding of object permanence: that things don't necessarily cease to exist, when you cannot see them anymore. For cognitive development this is fundamental. The shovels can work horizontally or vertically, transporting material from side to side or up and down. This trains spatial awareness as children communicate and negotiate their explorative play adventures, building social skills.

Data is subject to change without prior notice.


5 4 3 2 1




MARVEL

Dos Rios Jungle Dome Opt

KOMPAN
Let's play

SINGLE BAY SWING BASKET SEAT 8FT

KSW92008

Item no. KSW92008-0910	
General Product Information	
Dimensions LxWxH	9'4" x 6' x 8'4"
Age Group	5-12
Play Capacity	6 children
Color Options	







Of all the play activities, the bird's nest swing is the favorite: children love it, as it can be done individually and together. It is a great facilitator of fun rough-and-tumble play. The seat allows for multiple users of all abilities and most ages and makes it a thrilling, swinging common experience day after day, for hours and hours. Swinging, apart from being tremendous fun, trains the children's ABCs: agility, balance and coordination, as well as their spatial awareness. These motor skills are crucial to being able to judge distance and navigate traffic safely. Swings allow for standing sitting, lying – and even jumping off. All these activities train the arm, leg and core muscles. Jumping off builds bone density – the majority of which is built up during the first years of life. Finally, this swing supports social skills such as taking turns and cooperation.

You & Me Swing Seat

SW990131

Item no. SW990131-00	
General Product Information	
Dimensions LxWxH	2'2"x2'10"x5'10"
Age group	1+
Play capacity (users)	2
Color options	







There is nothing as fun as swinging. The You & Me Seat adds to the joy by making it possible to swing in eye height with someone else. The back support helps younger children stay on the seat when the swinging starts. Their part of the swing has the seat positioned closer to the sturdy handholds, to add to the feeling of security. The older sibling or adult side is open and here the sturdy steel handholds allow for extensive swing movements. The ride is more than mere fun: the swinging movements train the child's spatial awareness and sense of balance. A well-trained sense of balance and space helps children navigate the world securely, and adds to their self-confidence. Swinging together adds social-emotional benefits, e.g. cooperation and the feeling of belonging. All of these are fundamental when making friends.



Data is subject to change without prior notice.

Salmon Springers

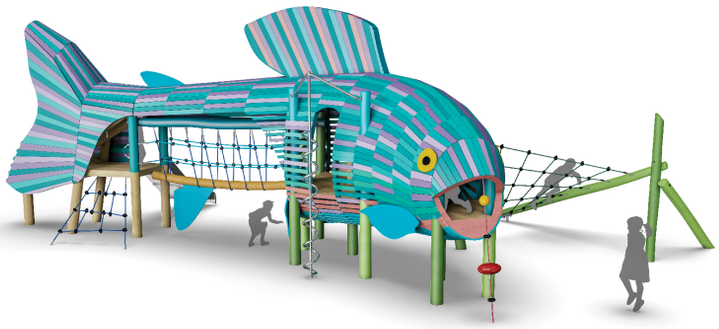


Dos Rios Jungle Dome Opt

KOMPAN
Let's play

Although Summit Recreation has only proposed 3 concepts for your forever playground, we wanted to bring to your attention some customized sculptures that we are capable of producing. If Summit Recreation is chosen for the RFP, we would be more than willing to show any and all of our custom designs and capabilities. Here are a few below for your viewing pleasure:











SUMMIT RECREATION

Playground Experience and Capabilities

Lewis Arriola Elementary School
2021
Arriola, CO
Jim Parr, 300K







Montezuma Cortez Middle School
2021
Cortez, CO
Drew Pearson, 415K

KOMPAN

Summit Recreation
Playground Design & Sales
Colorado & Wyoming
303-465-2286 www.summitrecreation.com

SUMMIT RECREATION

STC Parks
2021
Denver, CO
Teresa Brannan, 206K







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SUMMIT RECREATION

Baseball Complex
2020
City of Lamar, CO
Kendra Buchanan, 215K





Boulder Reservoir
2020
City of Boulder, CO
Doug Godfrey, 125K

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Playground Design & Sales
Colorado & Wyoming
303-465-2286 www.summitrecreation.com

SUMMIT RECREATION

"...We even had a student sneak out of class to go try it out..."
- Chris Spoerl
Athletic Director
Cripple Creek - Victor MS



Banning Lewis Ranch 2016
Colorado Springs, CO
John Nash, Project Manager
100K





"The end result is a wonderland that attracts families from around our community..."
- Tricia Williams
Director of Development & Enrollment
Ross Montessori School

KOMPAN

Summit Recreation
Playground Design & Sales
Colorado & Wyoming
303-465-2286 www.summitrecreation.com

C.) Strategy and Implementation Plan

The timetable below is merely a guide to reflect the average playground construction project. Each project is unique, and this timetable can be altered to meet the needs of the individual committee and the goals and standards set forth.

Week 1

The City of Grand Junction, Summit Recreation, and a Kompan Design Studio (KDS) designer will work together to finalize design via zoom within the week of the award to make sure the process is on time.

Week 2

On site appointment to discuss last minute safety and engineering compliance, collect detailed information in regards to possibilities and limitations regarding physical site. Confirm final design and layout.

Week 3

Order playground equipment from Kompan, line up action steps for installation (Summit Recreation)
Call around Tuesdays; each Tuesday the playground committee contact will be called and given an update to the status of the project, anticipated date of installation, honest timely answers to keep the customer abreast of all steps along the way. Projects we currently have in the queue are approximately 14-20 weeks out upon receipt of order, which will be of no concern meeting the expectation of the RFP Tentative Time Schedule on pg 18.

Installation of Equipment

Summit Recreation's installation crew will meet the designated freight carrier and unload the playground equipment at the job site. Install introductions; crew leader will contact playground committee lead and conduct an on site walk-thru of the steps and timing of the project and any additional information to be passed on regarding the steps of installation (safety fence, lighting, staging area etc.). Installation will take approximately 2 weeks to complete.

Final Walk Through

Upon completion of the playground project our lead installer will meet with the committee lead and walk through the newly completed project. Maintenance schedule, surfacing and any items that warrant attention will be discussed in detail. At this time, we will ask for a signature that illustrates that your project has been completed to your satisfaction.

A complimentary safety sign will be placed at the site as well as stickers placed on the equipment designating the proper height of surfacing materials to be maintained.

Installation of your playground and/or recreation equipment by Summit Recreation, is warranted for a period of two years from the date of completion of the original installation. During this period, should your playground or recreation equipment fail to perform per manufacturer's specifications due to improper original installation, we will bring the workmanship up to our professional standards, at no cost to you.

D.) References

Please refer to Playground Experience and Capabilities for (6) references.



E.) Fee Proposal

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5035-22-KH Design/Build Destination Playground Equipment and Installation for Dos Rios Park

*Offeror must submit entire Form completed, dated and signed***.**

1) All-inclusive Guaranteed Maximum Price to design, provide, and install playground equipment for Dos Rios Park, as per the solicitation documents:

Guaranteed Maximum Price $**300,000** ***OPTION ONE: Not to exceed $300,000.00***

WRITTEN: Three Hundred Thousand dollars.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

---

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Contractor to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the 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 bid 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: 2

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

Summit Recreation	**Megan Doll**
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
Megan Doll	**970-773-0774**
Authorized Agent Signature	Phone Number
2695 Patterson Rd Ste#2-282	**megan@summitrecreation.com**
Address of Offeror	E-mail Address of Agent
Grand Junction, CO 81506	**04/15/2022**
City, State, and Zip Code	Date

QUOTATION April 15, 2022

Design/Build Playground for Dos Rios Park
Duane Hoff Jr., Contract Administrator
250 North Fifth Steet, Grand Junction, CO 81501
970-244-1545
duaneh@gjcity.org

Project: **Design/Build Destination Playground Equipment and Installation for Dos Rios Park**

We are pleased to submit this quotation to supply the following items:

Option One includes the following:

Playground Equipment:
- Medium Castle
- Play Tower with Slide and Deck
- 2-Bay Swings
- Custom Parkour
- Parkour 4
- Supernova

Installation and Mobilization
Freight
Bond

Total: $300,000.00

Terms:	Balance due upon completion of installation. A 1.5% per month finance charge may be imposed on all past due accounts. Pricing does not include any state or local taxes, permits, inspections, bonds, and/or prevailing wage rates. Pricing excludes "Additional Insured" and "Completed Operations" insurance coverage. General Liability insurance coverage of $1,000,000/$2,000,000 aggregate is included; all other requirements must be reviewed and may involve other charges and/or may need to be waived as a requirement for this project.
Installation:	In the event of unforeseen soil, site and/or extreme digging conditions customers will be notified promptly to discuss corrective options and the possibility of additional charges. Installation charge reflects a one-time mobilization and is based on direct access to the site with a telehandler, skid steer, and/or truck. Installation pricing does not include any storage charges or removal and/or disposal of post install refuse.
Site Work:	Site preparation, initial grade, curbing, walks, ramps, gravel, safety surfacing and drainage supplied and installed by others. Summit Recreation will not be responsible for damage to unmarked utilities or irrigation lines. Price does not include repairs to hardscape or landscape due to completion of scope of work or access to the install site.

This quotation is valid for 30 days. Thank you for the opportunity to provide this quote!

Accepted by Customer Date

Print Name Purchase Order Number

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5035-22-KH Design/Build Destination Playground Equipment and Installation for Dos Rios Park

*Offeror must submit entire Form completed, dated and signed***.**

1) All-inclusive Guaranteed Maximum Price to design, provide, and install playground equipment for Dos Rios Park, as per the solicitation documents:

OPTION TWO: Not to exceed $298,004.00

Guaranteed Maximum Price $**298,004**

WRITTEN: Two Hundred and Ninety Eight Thousand and Four dollars.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

---

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
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- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the 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 bid 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: 2

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

Summit Recreation	**Megan Doll**
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
Megan Doll	**970-773-0774**
Authorized Agent Signature	Phone Number
2695 Patterson Rd Ste#2-282	**megan@summitrecreation.com**
Address of Offeror	E-mail Address of Agent
Grand Junction, CO 81506	**04/15/2022**
City, State, and Zip Code	Date

QUOTATION April 15, 2022

Design/Build Playground for Dos Rios Park
Duane Hoff Jr., Contract Administrator
250 North Fifth Steet, Grand Junction, CO 81501
970-244-1545
duaneh@gjcity.org

Project: **Design/Build Destination Playground Equipment and Installation for Dos Rios Park**

We are pleased to submit this quotation to supply the following items:

Option Two includes the following:

Playground Equipment:
- Custom Trout Fish Sculpture
- 2-Bay Swings
- Forest Lake Boat without Floor
- Waterlillies Balance Posts
- Robinia Balance Posts
- Custom Climetric Climbing Net
- Zip line
- Wobble Bridge

Installation and Mobilization
Freight
Bond

Total: $298,004.00

Terms:	Balance due upon completion of installation. A 1.5% per month finance charge may be imposed on all past due accounts. Pricing does not include any state or local taxes, permits, inspections, bonds, and/or prevailing wage rates. Pricing excludes "Additional Insured" and "Completed Operations" insurance coverage. General Liability insurance coverage of $1,000,000/$2,000,000 aggregate is included; all other requirements must be reviewed and may involve other charges and/or may need to be waived as a requirement for this project
Installation:	In the event of unforeseen soil, site and/or extreme digging conditions customers will be notified promptly to discuss corrective options and the possibility of additional charges. Installation charge reflects a one-time mobilization and is based on direct access to the site with a telehandler, skid steer, and/or truck. Installation pricing does not include any storage charges or removal and/or disposal of post install refuse.
Site Work:	Site preparation, initial grade, curbing, walks, ramps, gravel, safety surfacing and drainage supplied and installed by others. Summit Recreation will not be responsible for damage to unmarked utilities or irrigation lines. Price does not include repairs to hardscape or landscape due to completion of scope of work or access to the install site.

This quotation is valid for 30 days. Thank you for the opportunity to provide this quote!

Accepted by Customer Date

Print Name Purchase Order Number

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5035-22-KH Design/Build Destination Playground Equipment and Installation for Dos Rios Park

*Offeror must submit entire Form completed, dated and signed***.**

1) All-inclusive Guaranteed Maximum Price to design, provide, and install playground equipment for Dos Rios Park, as per the solicitation documents:

Guaranteed Maximum Price $**298,884**

OPTION THREE: Not to exceed $298,884.00

WRITTEN: Two Hundred and Ninety Eight Thousand Eight Hundred and Eighty Eight dollars.

The Owner reserves the right to accept any portion of the services to be performed at its discretion

---

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

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

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

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

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or Contractor to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
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- 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 bid award that are no less than Net 10 days.

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Summit Recreation	**Megan Doll**
Company Name – (Typed or Printed)	Authorized Agent – (Typed or Printed)
Megan Doll	**970-773-0774**
Authorized Agent Signature	Phone Number
2695 Patterson Rd Ste#2-282	**megan@summitrecreation.com**
Address of Offeror	E-mail Address of Agent
Grand Junction, CO 81506	**04/15/2022**
City, State, and Zip Code	Date

QUOTATION April 15, 2022

Design/Build Playground for Dos Rios Park
Duane Hoff Jr., Contract Administrator
250 North Fifth Steet, Grand Junction, CO 81501
970-244-1545
duaneh@gjcity.org

Project: **Design/Build Destination Playground Equipment and Installation for Dos Rios Park**

We are pleased to submit this quotation to supply the following items:

Option Three includes the following:

Playground Equipment:
- Toddler Tree Sculpture
- Jungle Dome
- 2-Bay Swings
- Zip line
- Salmon Springers (Qty: 2)
- Toddler Oasis with Desk
- Music Panel, Drums
- 2-Person Robinia Seesaw

Installation and Mobilization
Freight
Bond

Total: $298,884.00

Terms:	Balance due upon completion of installation. A 1.5% per month finance charge may be imposed on all past due accounts. Pricing does not include any state or local taxes, permits, inspections, bonds, and/or prevailing wage rates. Pricing excludes "Additional Insured" and "Completed Operations" insurance coverage. General Liability insurance coverage of $1,000,000/$2,000,000 aggregate is included; all other requirements must be reviewed and may involve other charges and/or may need to be waived as a requirement for this project.
Installation:	In the event of unforeseen soil, site and/or extreme digging conditions customers will be notified promptly to discuss corrective options and the possibility of additional charges. Installation charge reflects a one-time mobilization and is based on direct access to the site with a telehandler, skid steer, and/or truck. Installation pricing does not include any storage charges or removal and/or disposal of post install refuse.
Site Work:	Site preparation, initial grade, curbing, walks, ramps, gravel, safety surfacing and drainage supplied and installed by others. Summit Recreation will not be responsible for damage to unmarked utilities or irrigation lines. Price does not include repairs to hardscape or landscape due to completion of scope of work or access to the install site.

This quotation is valid for 30 days. Thank you for the opportunity to provide this quote!

Accepted by Customer Date

Print Name Purchase Order Number

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, Summit Recreation, LLC (____ an individual, ___a partnership, X a corporation incorporated in the State of CO) as Principal, and Merchants National Bonding, Inc. (incorporated in the State of IA) as Surety, are held and firmly bound unto the City of Grand Junction, Colorado, (hereinafter called "City") in the penal sum of Five Percent of Amount Bid dollars ($ 5%), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has submitted the accompanying Bid dated April 15, 2022 for construction of RFP-5035-22-KH Design/Build Destination Playground Equipment and Installation for Dos Rios Park (the Project) for the City and

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit with the City either a cashier's check or a certified check equivalent to not less than five percent of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in event of a failure to execute the proposed Contract for such construction and to provide the required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as a penalty for the Principal's failure to perform.

NOW, THEREFORE, if the Principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of said Contract, provide Certificates of Insurance as required by said Contract, and provide all other information and documentation required by the Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and the City prevails, the principal and surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this 15th day of April, 2022.

Principal: Summit Recreation, LLC

Address: 12081 W. Alameda Parkway #489

Lakewood, CO 80228

Signed: By: (seal)

Title: KIM CARLSON, MANAGING MEMBER

Surety: Merchants National Bonding, Inc.

Address: P.O. Box 14498

Des Moines, IA 50306-3498

Signed: By: (seal)

Title: Elizabeth Ostblom Attorney-in-Fact

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.

2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.

3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.

4. Attach a copy of the power-of-attorney for the Surety's agent.

MEMBER NASBP NATIONAL ASSOCIATION OF SURETY BOND PRODUCERS

MOODY INSURANCE AGENCY, INC.
8055 East Tufts Avenue, Suite 1000
DENVER, COLORADO 80237
PHONE: (303) 824-6600

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Elizabeth Ostblom

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: Bid Bond
Principal: Summit Recreation, LLC
Obligee: City of Grand Junction

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of April, 2022.

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 15th day of April, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

POLLY MASON
Commission Number 750576
My Commission Expires
January 07, 2023

Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April, 2022.

MERCHANTS NATIONAL BONDING INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (1/20)

WARRANTY

WE HAVE INDUSTRY-LEADING WARRANTIES



LIFETIME* Warranty

- Hot-Dip galvanized parts
- Stainless steel parts
- EcoCore™ and other high-density polyethylene (HDPE) parts

KOMPAN's LIFETIME warranty is in effect for the lifetime of the product until the product is uninstalled and/or taken out of use. In addition, KOMPAN's general terms & delivery conditions apply and supplement this warranty.



15-year warranty

- High-pressure laminate (HPL) parts
- Aluminum parts



10-year warranty

- Painted surface on galvanized or aluminum metal parts
- Pre-galvanized posts with painted top layer
- Electrogalvanized metal parts
- Solid plastic parts
- Wood-plastic composite parts
- Robinia, Siberian larch, pine, & other wood types
- Stainless Steel Slides
- Transparent Poly Carbonate (PC) parts
- Hollow plastic parts
- Rope and net constructions



5-year warranty

- Resin coated plywood parts
- Springs & ball bearing assemblies
- Graphic print on transparent PC panels
- Concrete parts
- Galaxy connection balls



2-year warranty

- Moveable plastic & metal parts
- Rubber membranes
- Screens and electronic parts
- Sunshades & sail solutions

WARRANTY COVERAGE

This warranty applies to KOMPAN's products and spare parts for the time periods described for each product type above and with the limitations described in this warranty. The warranty period applies from the date of purchase by the first customer. This warranty covers only defects in materials. KOMPAN's liability under this warranty is limited to repair or replacement of defective products, without charge, at KOMPAN's discretion. Defective electronic components will be delivered and changed by a KOMPAN ICON Professional installer free of charge.

PROPER INSTALLATION AND MAINTENANCE

The warranty only applies if KOMPAN's products have been installed according to the instructions provided by KOMPAN and maintained correctly according to the KOMPAN Maintenance Manual. The warranty for the ICON electrical components are dependent on those products being installed by an ICON trained and approved installer.

WARRANTY EXCLUSIONS

This warranty does not cover any damage caused by accident, improper care, negligence, normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism. Natural changes in wood over time are considered cosmetic issues and not covered.

SAFETY STANDARDS

'In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification service whereby a designated independent laboratory, TOV SUD Amenca Inc., (TUV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 standard Consumer Safely Performance Specificalion for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; lo CAN/CSA Z614 Children's Playpaces and Equipment, except clauses 10 and 11; or both. A list of current validated products and components may be viewed at www.ipema.org.'

NEAR WATER INSTALLATIONS

Products installed in direct contact with chlorinated water or saltwater (waterparks), or products installed within 650 feet from the shore are not covered by the KOMPAN warranty for any defects caused by corrosion.
Specially designed products (handled Variant department for customized products and upgraded to corrosion class C4) installed within 650 feet from the shore will be covered by 5 years of warranty in relation to structural defects caused by corrosion.

THIRD-PARTY SUPPLIED PRODUCTS & SERVICES

KOMPAN provides non-KOMPAN branded products and installation services performed by certified third-party suppliers. This general KOMPAN warranty does not apply to such non-KOMPAN branded products and installation services, which may carry their own warranties. KOMPAN will pass on information on such warranties where possible.

FREIGHT AND WAREHOUSING

Global transport and logistics arranged by KOMPAN appointed forwarder. Products/items are not to be stored outside waiting for installation and must be kept dry at all times.

KOMPAN® KOMPAN, Inc | 605 W. Howard Lane | Suite 101 | Austin, TX 78753 | 1-800-426-9788

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** Willis Towers Watson Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@willis.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535
INSURED Kompan Inc. Kompan California, Inc 605 W Howard Lane, Suite 101 Austin, TX 78753	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** W24546252 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO 1058275-07	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BAP-0246011-04	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC-0246012-04	04/01/2022	04/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as an Additional Insured as respects to General Liability. General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured(s). Waiver of Subrogation applies in favor of Additional Insured(s) with respects to General Liability.

Certificate Holder is included as an Additional Insured as respects to Auto Liability when required by written contract. Auto Liability policy shall be Primary and Non-contributory with any other insurance in force for or which

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Two (2) year limited warranty on installation

Installation of your park, playground or recreation equipment by Summit Recreation, LLC is warranted for a period of two (2) years from the date of completion of the original installation. During this period, should your park, playground or recreation equipment fail to perform according to manufacturer's specifications due to improper original installation, we will bring the workmanship up to our professional standards, at no cost to you.

Summit Recreation, LLCs warranty obligation is limited to repair of workmanship defects caused by Summit Recreation, LLC workmanship and is limited to only park, playground, recreation and/or safety surfacing materials installed by Summit Recreation, LLC.

This warranty does not cover damage resulting from normal wear and tear, misuse, vandalism, acts of nature, ground settling, improper site drainage, and lack of or improper maintenance. This warranty specifically excludes changes in industry practices, playground safety guidelines, or building codes occurring after work is performed. This warranty is void if the materials installed by Summit Recreation, LLC or appurtenances thereto are misused, altered, modified or damaged.

This warranty is exclusively provided to the original party who contracted with Summit Recreation, LLC to perform the installation services. This warranty may not be assigned, conveyed, or transferred.

Products sold or installed may or may not have specific manufacturer warranties, however, this warranty statement shall, in no way, be construed to warrant the product itself and does not augment, replace, modify, endorse, or re-warrant any products sold or installed. This written warranty is the entire warranty and may not be modified orally.

Claimant must submit within thirty (30) days of discovery, in writing, the nature and evidence of the claim. Failure to provide such written notice constitutes a waiver of the claim. A reasonable amount of time shall be granted to Summit Recreation, LLC to inspect, view and analyze the claim. At the sole discretion of Summit Recreation, LLC either a repair or replacement to correct the defective workmanship may be performed. This constitutes the sole exclusive remedy under this Warranty.

Summit Recreation, LLC shall not be held liable for incidental, consequential or special damages including without limitation, damage or loss to property or equipment, personal injury, or lost profits or revenues. The price paid for Summit Recreation LLC's installation includes consideration of limiting the remedies and Summit Recreation, LLC's liabilities as set forth herein.

Claims made under this warranty must be made within the warranty period and shall be made to Summit Recreation LLC, 2695 Patterson Road Suite #2-282 Grand Junction, CO 81506 or call (303) 465-2286. A copy of the sales contract may be required.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jo-Ann Matthews	
The Ahbe Group 7167 S Alton Way Centennial CO 80112	PHONE (A/C, No, Ext): (303) 842-4741	FAX (A/C, No): (303) 565-1845
	E-MAIL ADDRESS: jmatthews@tagins.net	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Scottsdale Insurance Company	
INSURER B :	Ohio Security Ins Co	24082
INSURER C :	Pinnacol Assurance	41190
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Summit Recreation
12081 W. Alameda Pkwy, #489
Lakewood CO 80228

COVERAGES **CERTIFICATE NUMBER:** CL2233040953 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			CPS7550528	03/29/2022	03/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 3,000,000 $ 100,000 $ 5,000 $ 3,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAS60938693	03/29/2022	03/29/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Bus Auto Enhnc Endt	$ 1,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4103759	04/01/2022	04/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE CERTIFICATE

CERTIFICATE HOLDER

Summit Recreation, LLC
12081 W Alameda Pkwy #489
Lakewood CO 80228

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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