



### NOTICE TO PROCEED

Date: March 21, 2023

Firm: Team Pain Enterprises, Inc.

Project: Design of Emerson Park Landscape Site Plan and Skate Park  
RFP-5189-23-DD

In accordance with the contract dated March 16, 2023 the Firm is hereby notified to begin work on the Project on or before April 1, 2023.

The date of final completion as determined is August 15, 2023.

### CITY OF GRAND JUNCTION, COLORADO

\_\_\_\_\_  
Dolly Daniels, Senior Buyer

Receipt of this Notice to Proceed is hereby acknowledged:

Firm: Team Pain Enterprises Inc

By: DocuSigned by:  
Tim Payne  
149FF0873E654DB...

Print Name: Tim Payne

Title: President

Date: 3/22/2023



CITY OF GRAND JUNCTION, COLORADO

\*\*\*\*\*

**CONTRACT**

This CONTRACT made and entered into this **16<sup>th</sup> day of March 2023** 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 **Team Pain Enterprises, Inc.** hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner shall furnish all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Design of Emerson Landscape Site Plan and Skate Park RFP-5189-23-DD**.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement
- b. Solicitation Documents for the Project including all Addenda: **Design of Emerson Landscape site Plan and Skate Park RFP-5189-23-DD**
- c. Notice of Award
- d. Firm's Response to the Solicitation
- e. Work Change Requests (directing that changed work be performed);
- f. Change Orders.

## ARTICLE 2

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents.

## ARTICLE 3

Contract Time: Time is of the essence with respect to this Contract. The Firm hereby agrees to commence Service under the Contract on the date this Contract is fully executed, and to achieve Substantial Completion and Final Completion of the Services within the time or times specified in the Firm's Proposal.

## ARTICLE 4

Contract Price and Payment Procedures: The Firm shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Sixty-Eight Thousand, Five Hundred and 00/100 Dollars (\$68,500.00)**. 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 Proposal. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council 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 Firm written assurance that lawful appropriations to cover the costs of the additional work have been made.

## ARTICLE 5

Contract Binding: The Owner and the Firm each bind 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 Firm and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Firm 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 Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

## ARTICLE 6

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 affected 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 Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
By:           *Duane Hoff Jr.*            
Duane Hoff Jr., Contract Administrator

          3/21/2023            
Date

**Team Pain Enterprises, Inc**

DocuSigned by:  
By:           *Tim Payne*            
Tim Payne  
President Team Pain Skate Parks

          3/17/2023            
Date



**NOTICE OF AWARD**

Date: March 16, 2023  
Company: Team Pain Enterprises, Inc.  
Project: Design of Emerson Park Landscape Site Plan and Skate Park RFP-5189-23-DD

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You have been awarded the City of Grand Junction Contract for the Design of Emerson Park Landscape Site Plan and Skate Park (RFP-5189-23-DD) for a lump sum fee of **\$68,500.00**.

Please notify Emily Krause, Recreation Superintendent at 970-254-3875 or [emilyk@gjcity.org](mailto:emilyk@gjcity.org) for project scheduling, and return to the City Purchasing Division an acknowledged copy of this Notice of Award, signed Contract and Insurance Certificate, as per the contract documents.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

*Duane Hoff Jr.*

Duane Hoff, Jr. Contracts Administrator

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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Notice to Award is hereby acknowledged:

Company: Team Pain Enterprises Inc

DocuSigned by:

*Tim Payne*

By:

149FF0873E654DB...

Title: President

Date: 3/17/2023



**Request for Proposal  
RFP-5189-23-DD**

**Design of Emerson Park Landscape Site Plan  
and Skate Park**

**RESPONSES DUE:**

February 27, 2023, prior to 2:00 PM

**Accepting Electronic Responses Only**

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

**[www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)**

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

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

**PURCHASING REPRESENTATIVE:**

Dolly Daniels, Senior Buyer

**[dollyd@gjcity.org](mailto:dollyd@gjcity.org)**

970-256-4048

# **REQUEST FOR PROPOSAL**

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- 1.0 Administrative Information and Conditions for Submittal**
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- 6.0 Evaluation Criteria and Factors**
- 7.0 Solicitation Response Form**

### **Appendixes**

#### **Attachment 1 Emerson Park Utilities Map**

<http://trimview.gjcity.org/?=SOLDOC/25417>

#### **Attachment 2 Emerson Park Utilities Map (2)**

<http://trimview.gjcity.org/?=SOLDOC/25418>

#### **Attachment 3 Emerson Park Irrigation 1983 Map**

<http://trimview.gjcity.org/?=SOLDOC/25419>

#### **Attachment 4 PROS Master Plan Page 75**

<http://trimview.gjcity.org/?=SOLDOC/25420>

#### **Attachment 5 Community Comments**

<http://trimview.gjcity.org/?=SOLDOC/25421>

## REQUEST FOR PROPOSAL

### **SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

**NOTE:** It is the Firm's responsibility to read and review all solicitation documentation in its entirety, and to ensure that it has 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 to be directed to the Purchasing Agent.

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

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

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional firms specializing in the design and installation of skate/wheel parks within a community park setting at Emerson Park. The proposed design shall include a landscape site plan and a skate/wheel park design, plans, specifications, cost estimate preparation.
- 1.3 Optional Site Visit Meeting:** Interested Firms/Contractors are strongly encouraged to attend a 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 on February 7, 2023, 2pm at Emerson Park 301 South 10<sup>th</sup> Street, Grand Junction, CO.** Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.
- 1.4 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or its authorized representative.
- 1.5 Compliance:** All Offerors submitting a proposal agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything 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 Agent prior to the submittal deadline.
- 1.6 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) is contracting.
- 1.7 Submission:** See section 5.0 for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5. Submittals that fail to follow this format may be ruled non-responsive.



**Solicitation Opening for Design of Emerson Park Landscape Site Plan and Skate Park RFP-5189-23-DD**

Feb 27, 2023, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/572919685>

You can also dial in using your phone.

Access Code:

572-919-685

United States:

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

Join from a video-conferencing room or system.

Meeting ID:

572-919-685

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

572919685@67.217.95.2 or 67.217.95.2##572919685

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

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

- 1.8 Altering Proposals:** Any alterations made prior to opening date and time must be initiated by the Offeror. Proposals may not be altered or amended after submission deadline.
- 1.9 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award.
- 1.10 Acceptance of Proposal Content:** The selected proposal shall become Contract Documents. 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. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the Consultant of Firm.
- 1.11 Addenda:** All questions shall be submitted in writing to the Purchasing Agent. 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 Purchasing Agent. Sole authority to authorize addenda shall be vested in the Purchasing Agent. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. An Offeror taking exception to the specifications does so at the Offeror's 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 any exception(s) in the section to which the exception(s) pertain. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of stated exception(s) indicates 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 the proposal and contract documents.

- 1.13 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 may establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a written explanation for the request. Consistent with CORA, the request shall be reviewed and decided by the Owner. If denied, the Offeror shall have the opportunity to withdraw its proposal, or to remove the confidential or proprietary information. Neither cost nor pricing information nor the entire proposal may be claimed as confidential or proprietary.
- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and may only be returned to the Offeror 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 the City’s right.
- 1.15 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following requirements.
- 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.
- 1.16 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. All proposals shall be open for public inspection after the Contract is awarded.
- 1.17 Sales Tax:** The Owner is exempt from the State, County, and Municipal Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.18 Public Opening:** Proposals shall be opened in a virtual meeting immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the name(s) and business address of the proposing Offerors 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 which shall be acknowledged by the Offeror on the Letter of Interest or

Cover Letter. The Offeror must be legally authorized to execute a Letter of Interest or Cover Letter together with contractual obligations. By submitting a proposal, the Offeror accepts 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 may be deemed a waiver or any right(s) to subsequently modify the term(s) of performance, except as specified in the RFP.

- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the Contract, the Firm represents that it has familiarized itself with the local conditions under which the Services is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications and/or drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. The Contract Documents are not to be used on any other project.
- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Services. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Firm performs any Services knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Services.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Services under a Contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the Service(s) under the Contract Documents. Upon receipt of written notice that the Service(s) 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 the Owner finds the Service(s) 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 Firm, of the value of Service(s) performed in accordance with the Contract Documents. The Service(s) performed by the Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Service(s) in the applicable community. The Service(s) to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

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

The Firm agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$250.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other Service of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Service, rather than having the benefit of a completed Service on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

- 2.7. Protection of Persons & Property:** The Firm 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. Firm 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 Firm in the execution of the

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

- 2.8. 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 Firm signed by the Purchasing Agent issued after the execution of the contract, authorizing a change in the Services or an adjustment in the Contract sum or the Contract time.
- 2.9. 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.
- 2.10. Uncovering & Correction of Services:** The Firm shall promptly correct all Services found by the Owner as defective or as failing to conform to the Contract Documents. The Firm 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 discovery 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.
- 2.11. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the Offeror of its present responsibility to maintain the high quality, integrity, and timeliness of its 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.
- 2.12. 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 City Contract Administrator.
- 2.13. Assignment:** The Firm shall not sell, assign, transfer or convey the Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.14. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing the Service and the fulfillment of the Service(s) for and on behalf of the public. The Firm 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.
- 2.15. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.

- 2.16. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be performed or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.17. Conflict of Interest:** No public official and/or Owner employee shall have interest in the Contract resulting from this Request For Proposal.
- 2.18. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Firm. The Contract represents the entire and integrated agreement between the City and the Firm 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.
- 2.19. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services proposed and/or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.20. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Services; (3) final 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.
- 2.21. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Firm agrees to:
- 2.21.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Firm. The Firm agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.21.2.** In all solicitations or advertisements for employees placed by or on behalf of the Firm, shall state that such Firm is an Equal Opportunity Employer.
  - 2.21.3.** 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.
- 2.22. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Firm certifies that it does not and will not during the performance of the Contract employ personnel without authorization services or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- 2.23. Ethics:** The Firm shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.

- 2.24. Failure to Deliver:** In the event of failure of the Firm to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure Services from other sources and hold the Firm responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Service(s). This remedy shall be in addition to any other remedies that the Owner may have.
- 2.25. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.
- 2.26. Force Majeure:** The Firm 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 Firm, unless otherwise specified in the Contract.
- 2.27. Indemnification:** Firm 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 Firm, or of any Firm's agent, employee, Sub-Firm or supplier in the execution of, or performance under, any Contract which may result from proposal award. Firm shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.28. Independent Firm:** The Firm shall be legally considered an independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract, payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.29. 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.
- 2.30. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.31. 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.

- 2.32. Patents/Copyrights:** The Firm 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 Firm for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Request For Proposal.
- 2.33. Governing Law:** Any agreement as a result of responding to this Request For Proposal 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.
- 2.34. Expenses:** Expenses incurred in preparation, submission, and presentation to this Request For Proposal are the responsibility of the Firm and cannot be charged to the Owner.
- 2.35. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado Law as a defense to any action arising out of or under a Contract.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado law prohibits 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. The Contract will be subject to and provide a non-appropriation of funds clause.
- 2.37. 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 its discretion, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. Gratuities:** The Firm 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 Firm breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.39. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 2.40. Benefit Claims:** The Owner shall not provide to the Firm any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.41. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Firm.



**2.42. Multiple Offers:** If an Offeror submits more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Offer". The Owner reserves the right to make award in the best interest of the Owner.

**2.43. 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 Offeror and the participating Firms. 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 its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on its solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate its specific delivery and invoicing instructions.

**2.44. Definitions:**

**2.44.1.** "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.

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

**2.44.3.** "City" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term City means the City or its authorized representative(s). Based on such observations and the Firm's Application for payment, the City will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Service(s) which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Service(s) or any portion, or to require special inspection or testing of the Service(s), whether or not such Service(s) can then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Firm and/or Sub-Firm, or any of its agents or employees, or any other persons performing any of the Service(s).

**2.44.4.** "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specifications and Drawings, Scope of Services, Addenda, and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.

**2.44.5.** "Sub-Contractor" is a person or organization who has a direct contract with the Firm 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.

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

### **SECTION 3.0: INSURANCE REQUIREMENTS**

- 3.1 Insurance Requirements:** The selected Firm 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 Firm pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to the Contract. 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:** Firm 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 interest 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 City against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

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

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Grand Junction, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

#### **SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

- 4.1. General/Background:** The purpose of this RFP is to obtain proposals from qualified and professional Firms specializing in the design and installation of skate/wheel parks within a community park setting at Emerson Park. The proposed design shall be at least a concept level. The design will include landscape site plan and a skate/wheel park design, plans, specifications, and cost estimate preparation for the 3.1-acre park space located at 301 South 10<sup>th</sup> Street. Emerson Park is a historical park within the City of Grand Junction that currently has a small restroom, playground, and mature tree canopy.

The City of Grand Junction has two skate parks within the current park system. One located at West Lake Park (125 West. Orchard Avenue) and the other at Eagle Rim Park (2736 Cheyenne Drive). Please see Attachment #5 for comments from the skate community related to their thoughts on the description of the type of skating amenities that are currently offered at these two facilities.

The City of Grand Junction completed the Parks and Recreation Open Space Master Plan in 2020 which outlined the project to be completed. The renovation of Emerson Park was identified to include a destination skatepark. See Attachment #4. Emerson Park is located in an area that has limited parking and pedestrian access across Pitkin and Ute Avenues. The existing playground and supporting facilities are underused and dated. This park has the potential to add significant value to the local neighborhoods as a destination bike and skate park serving skilled users (including all wheel sports: skateboard, scooter, freestyle bike, skate).

The addition of angle parking along 10<sup>th</sup> Street would improve access. There are many mature legacy trees in this park that contribute highly to the urban canopy. These trees must be preserved. These trees and the large available area present an opportunity to design a unique skate park experience, with 'flow' and street-style elements winding through the existing trees and free-style terrain in the larger open space in the center of the park. Design must be around mature trees and include some onsite parking (5-10

spaces) in addition to the angled parking on 10<sup>th</sup> Street and provide a solution for restroom such as a Port-a-Potty enclosure. It is envisioned that the existing restroom facility as well as the existing playground will be removed.

The City of Grand Junction is continuing to work on improvements to all of the skate park facilities. An example of this commitment to the community is an additional project to add \$60,000 in improvements to Eagle Rim Park in 2023. This project is not included in this RFP but should be noted as these completed improvements at Eagle Rim Park might adjust the design at Emerson Park.

- 4.2. Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional Firms specializing in the design of modern wheel/skate park facilities designed for community use.
- 4.3. Plans & Specifications.** The design must fully address the entire site and map out all improvements to come. Towards that end, it is envisioned design teams consist of at least a Licensed Landscape Architect licensed in the State of Colorado as well as a Specialty Skate/Bike Park Designer. The completion of this project will be determined by the proposed timeline which will be used as one of the evaluation criteria. A good faith estimate of when the final report can be delivered is expected. The City desires to enter into this Project using the 2024 budget. This would require the final report to be received no later than August 15, 2023. The design plan 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. Design development up to construction documents is planned to occur as part of the Design – Build contract once the project is funded for construction.

**4.4. Special Conditions & Provisions:**

**4.4.1 Optional Site Visit Meeting:** Interested Firms/Contractors are strongly encouraged to attend a 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 on February 7, 2023, 2pm at Emerson Park at 301 South 10<sup>th</sup> Street, Grand Junction, CO.

**4.4.2 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-paid and allowed.

**4.4.3 Price:** Pricing shall be established as “a lump sum”, and shall be all inclusive to include but not be limited to: all remaining design and contract administration, labor, , 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’s budgeted amount for this project is \$100,000.

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.

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

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

**4.4.4 Laws, Codes, Rules, and Regulations:** Contractor shall ensure that all Services provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

**4.4.5 Project Schedule:** Offeror shall include a project schedule, delineating the calendar of events proposed to meet the projected deadline of August 15, 2023.

**4.4.6 Time of Completion:** Contractor shall submit a complete project schedule for design with its proposal.

**4.4.7 Contract:** A binding Contract shall consist of: (1) the RFP and any Addendum(s) thereto, (2) the Offeror's response (proposal) to the RFP, (3) clarification of the proposal, if any, and (4) the City's Purchasing Department's acceptance of the proposal by "Notice of Award". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

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

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

**4.4.8 City Project Manager:** The Project Manager for the Project is Emily Krause. During Design, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

**City of Grand Junction  
Department of Parks & Recreation  
Attn: Emily Krause, Project Manager  
emilyk@gjcity.org  
1340 Gunnison Ave  
Grand Junction, CO 81501**

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

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

**4.5 Scope of Services:** The general scope of services to be obtained as a result of this RFP includes all landscape design and skate/wheel park designs for a destination wheel park at Emerson Park. The expectation is that the selected Firm will use a landscape architectural Firm and a skate park specialty Firm to provide design documents, plans, and cost estimates.

**Critical elements to consider in this project are as follows, although these points are not all-inclusive:**

- Facilitate a public process to identify the preferred concept design for the design of Emerson Park in a way that is budget conscious and maximizes the ability for the skate community to be involved and feel an ownership of the design plan.
- Provide engineer's opinion of probable costs for construction of a destination wheel park that is unique to the area.
- Ensure completion of the project by August 15, 2023.
- Work with the City Forester to come up with a creative solution to designing a wheel park that works with the urban canopy.

**Mature Tree Canopy** - Due to the nature of the mature tree canopy located within Emerson Park, the City will actively assist the selected Firm in defining protection and preservation standards for existing trees. The City Forester will provide access to a tree survey with accurate representation of tree locations and an associated boundary area for tree protection zones where excavation or changes to grade should be avoided to protect tree health. The tree survey will identify trees of poor condition not requiring root zone protection and smaller trees that can be considered for transplanting into new locations. It is expected that the Firm will work closely with City staff to create a unique skate park experience that works with the urban tree canopy.

**Schedule of Project Services (Tasks):** Public involvement will be an important element of this project:

- A minimum of two public meetings are envisioned for the consultant.
- A minimum of three Stakeholder meetings are envisioned for the Consultant.
- It is assumed that additional meetings can be conducted by staff.

An effort extending no more than four months is envisioned. Individual and unique approaches are welcome. Provide the following as a basic outline:

**Phase 1: Programming and Public Participation:** A public participation process will be required because of the size and location of the park and the large skating community.

**Phase 2: Conceptual Design Development:** It has been identified in the Parks and Recreation Open Space Master Plan that the need for a destination skate/wheel park at Emerson Park is the priority. The details, elements within the skate park, amenities at the park will all be established as part of this design process. Ultimately a final agreed upon Preferred Plan with supporting graphics is expected.

**Phase 3: Final Design Plan to Include Cost Estimates:** A Final Design Plan will be refined from the above processes during the Design-Build phase (and separate from this RFP scope). The plan will be drawn to scale and will include at a minimum:

- Accurate dimensional skate park design documents
- Generalized grading to a one-foot contour level.

- Line diagrams for site utilities.
- Traffic study (if deemed necessary).
- Landscape and irrigation plan.
- Lighting plan.
- Signage plan.
- Other necessary drawing details, design notes, and specifications required for construction.

**Minimum Firm Requirements:**

- At least five years in the industry, with experience directly related to similar skate/wheel park designs.
- Successfully completed three (3) similar projects of scope and size within the last five (5) years. Please include budgetary information on each of these project references.
- Each Firm must show:
  - a) Complete disclosure of any incidents of default on projects where the Firm 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 Firm from implementing the Project; and
  - c) the Firm's or related entity's latest audited financial statements available as at the date of the RFP Submission.
- Qualified and permitted by law to perform the Services provided for this project. All personnel engaged in this Service 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 budget.
- Project management and supervision.
- Preparation of all plans, schematics, drawings, scope, specifications, and all other related documents and requirements associated with the successful completion of this Project.
- The selected Firm may use local, qualified partners in the design.

**4.6 Attached Documents: Click Links for Access**

**Appendixes**

**Attachment 1 Emerson Park Utilities Map**

<http://trimview.gjcity.org/?=SOLDOC/25417>

**Attachment 2 Emerson Park Utilities Map (2)**

<http://trimview.gjcity.org/?=SOLDOC/25418>

**Attachment 3 Emerson Park Irrigation 1983 Map**

<http://trimview.gjcity.org/?=SOLDOC/25419>

**Attachment 4 PROS Master Plan Page 75**

<http://trimview.gjcity.org/?=SOLDOC/25420>

**Attachment 5 Community Comments**

<http://trimview.gjcity.org/?=SOLDOC/25421>

#### 4.6 RFP Tentative Time Schedule:

- |   |                           |
|---|---------------------------|
| • Request for Proposal available:                 | January 25, 2023          |
| • Optional Site Visit                             | February 7, 2023, 2:00 PM |
| • Inquiry deadline, no questions after this date: | February 14, 2023         |
| • Addendum Posted:                                | February 15, 2023         |
| • Submittal deadline for proposals:               | February 27, 2023         |
| • Owner evaluation of proposals:                  | Feb 28-Mar 6, 2023        |
| • Interviews (if required)                        | March 9, 2023             |
| • Final selection:                                | March 10, 2023            |
| • City Council Approval                           | April 5, 2023             |
| • Contract execution:                             | April 7, 2023             |
| • Services begins no later than                   | Upon Notice to Proceed    |
| • Completion                                      | August 15, 2023           |
| • Holidays  |                           |
| ➤ President's Day                                 | February 20, 2023         |
| ➤ Memorial Day                                    | May 29, 2023              |
| ➤ Juneteenth                                      | June 19, 2023             |
| ➤ Independence Day                                | July 4, 2023              |

#### 4.7 Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer  
[dollyd@gjcity.org](mailto:dollyd@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 ([www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)).* *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If 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 I**:

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



- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a Contract provider to the City of Grand Junction and include prior experience in similar projects. In addition to Section 4.5 Scope of Services, Offerors shall also provide the following information with its proposal submittal:

Emerson Park Landscape Site Plan and Skate Park Design

Note: Key personnel will be committed to this project in the 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.

Higher ratings will be given to experience in design of similar projects. The RFP response must include the following information, which will be used to rate the Offeror's proposal.

- a. Discuss experience of the key personnel working together on past similar projects. List previous projects and roles of the key personnel. Provide client references and resumes of key personnel.
- b. 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.
- c. Discuss projects with 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.

- C. Strategy and Implementation Plan:** Describe the Firm'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 Firm may utilize a written narrative or any other printed technique to demonstrate its 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 the Firm's implementation plan for design and an estimate of time commitments from Owner staff.
- D. References:** Provide references per Section 4.5 Scope of Services with name, address, telephone number, and email address that can attest to the Firm's experience in projects of similar scope and size.
- E. Scope of Services Response Form:** Offeror shall complete and submit the attached Scope of Services Response Form with its proposal.
- F. Solicitation Response Form:** Offeror shall complete and submit the attached Solicitation Response Form with its proposal.
- G. Fee Proposal:** Provide your fee proposal, as stated in Section 4.2.4 Pricing, using the Solicitation Response Form found in Section 7.

- H. **Additional Data (optional):** Provide any additional information that will aid in evaluation of the Firm's qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 **Evaluation:** An evaluation team will review all responses and select the proposal(s) that best demonstrate the capability in all aspects to perform the Scope of Services and possess the integrity and reliability that will ensure full faith and full performance.
- 6.2 **Intent:** Only Offerors who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the Firm's ability to provide the Services.

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%
<ul style="list-style-type: none"> <li>• <b>Responsiveness of Submittal to the RFP (20)</b> (Firm 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.)</li> <li>• <b>Understanding of the Project and Objectives (20)</b> (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)</li> <li>• <b>Experience (30)</b> (Firm's proven proficiency in the successful completion of similar projects.)</li> <li>• <b>Strategy &amp; Implementation Plan (20)</b> (Firm has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)</li> </ul>

The following criteria shall be worth 10%
* <b>Fees (10)</b>

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

The Owner may undertake negotiations with the top-rated Firm and will not negotiate with lower rated Firms unless negotiations with higher rated Firms have been unsuccessful and terminated.

- 6.3 **Oral Interviews:** The Owner reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.

**6.4 Award:** Firms 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 Firm.

**SECTION 7.0: SOLICITATION RESPONSE FORM  
RFP-5189-23-DD**

**“Emerson Park Landscape Site Plan and Skate Park Design Project”**

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

**1) Lump Sum Pricing: \$ \_\_\_\_\_**

**LUMP SUM WRITTEN: \_\_\_\_\_ Dollars.**

-----  
*The Owner reserves the right to accept any portion of the Work to be performed at its discretion. Depending on budget, Task 1, or any other component for that matter, may only be performed at this point in time.*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide Services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the 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 Firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies it is 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. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

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

The undersigned Bidder proposes to subcontract the following portion of Work:

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

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

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



**Purchasing Division**

## **ADDENDUM NO. 1**

**DATE: February 8, 2023**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: Design of Emerson Park Landscape Site Plan and Skate Park RFP-5189-23-DD**

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: (Following Non-Mandatory Pre-Bid Site Meeting)

As you can see from the non-required site visit held on February 7, 2023, we have a very enthusiastic skating community who is interested in engaging in our skate park design project at Emerson Park. The City will actively include the skating community once a vendor has been selected through the Request for Proposal/Solicitation process and the design work begins.

With that said, during the selection process for a design team, it will be City Staff as the Owner, who will be evaluating proposals and making decisions about who is awarded this Contract. Comments made by the skate park leaders, do not necessarily represent where the City is at in the process. In fact, their attendance at the non-mandatory meeting was a surprise to City Staff as they were not directly invited.

Prior to award, please only use information and comments that relate to and result from the Request for Proposal document, Owner (City of Grand Junction), and staff comments or information that comes out in future addendums to the solicitation as you formalize your proposal documents.

All other conditions of subject remain the same.

Thank you again for your interest in our skate park design project!

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels". The signature is written in a cursive, flowing style.

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



Purchasing Division

## **ADDENDUM NO. 2**

**DATE:** February 10, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Design of Emerson Park Landscape Site Plan and Skate Park RFP-5189-23-DD

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: (Following Non-Mandatory Pre-Bid Site Meeting)

- 1. Question:** Is there a construction budget?  
**Answer:** An anticipated construction budget for this project is between \$1,500,000 to \$2,500,000.
- 2. Question:** Based on previous City of GJ park work, is there a price range you predict this park's Construction cost will lie within or that you'd like to target?  
**Answer:** An anticipated construction budget for this project is between \$1,500,000 and \$2,500,000.
- 3. Question:** Who are the stakeholder groups outside the City departments? Is there a commercial group? Is the skate community organized?  
**Answer:** We have identified a core group within our stake community that will participate in the design process. In addition to this group, we are looking for a community engagement process that will allow for comments/ideas from our whole skating community. We do not have a commercial group. We have found our skating community to be moderately organized.
- 4. Question:** Is there significant history here worth maintaining or referencing in the park design?  
**Answer:** Emerson Park was one of four parks established by the founding fathers of Grand Junction in 1881. According to the Mesa County Library, Emerson Park used to be called Cottonwood Park, but the name was changed in 1916 to match the name of the school across Ute Avenue. The residential Emerson Park neighborhood association includes the park in its boundaries.
- 5. Question:** Will a site survey be required or will design and engineering be based on available GIS information? If the former, will the consultant be expected to contract/manage the surveyor or will the City contract separately?

- Answer:** The City does not have capacity to perform the site survey for this project. Due to time constraint, it would be more expeditious for the consultant to contract a surveyor as needed.
- 6. Question:** How far have previous discussions for the space progressed? Is there a desired square footage for the skate plaza? Are there specific wheel “routes” around the trees or are we at our liberty of design to identify that?
- Answer:** We have not had any previous design discussions or completed any pre work on the site. Vendors have the liberty to identify the design that they believe would fit well within the park space.
- 7. Question:** Will updates to the zoning code affect this area?
- Answer:** Grand Junction is in the process of updating the Zoning & Development Code. Consultants are encouraged to review the status of this process at <https://www.gjcity.org/1221/Zoning-and-Development-Code-Update>. In the GJ Code Assessment Draft from June 2022, this area is classified as mixed-use. With the existing historic Emerson School to the north, and commercial properties to the east, west and south, the zoning most likely won't change much in the code update.
- 8. Question:** What is the extent of the desired lighting plan? Will park hours change such that night lighting may be needed?
- Answer:** Lighting proposed shall protect the night sky and allow for skate park usage into the night.
- 9. Question:** Pedestrian access to the park is limited and potentially dangerous. Are there any street improvements pending which would connect this space to other pedestrian friendly areas, additional parking, or residential areas in the five-block radius? If not, will this design require streetscape pedestrian improvements on the adjacent roads? And/or is the focus to simply provide more parking onsite?
- Answer:** Currently there are no plans to improve the access to the north, across westbound I-70 Business Loop (Ute Ave). Pedestrians can access the park via a cross walk and traffic light at 9<sup>th</sup> Street and Ute Ave. Tenth Street (on the east side of Emerson Park) is a bike route connecting Colorado Mesa University with downtown and the riverfront (Las Colonias Park). Proposed parking design shall consider the bike lanes on this street as well as maintain the pedestrian sidewalk connection along 10<sup>th</sup> Street (the sidewalk may need to move). No other streetscape design will be needed on the adjacent roads.
- 10. Question:** What is the desired level of drawings? What is the path for moving beyond SD?
- Answer:** According to the RFP (page 17), Phase 1 & 2 are included in the scope of work. Phase 2 calls for a Conceptual Design level with a Preferred Plan based on the Phase 1 Public Participation process. The Engineer's Opinion of Probable Costs for the construction of the Preferred Plan will be based on the Conceptual Plans. This cost estimate will be included in the City budget process for 2024 fiscal year. If the City decides to move forward with the project, a Design-Build team will be solicited for the final design and construction work.
- 11. Question:** Who is on the review team for the submissions?
- Answer:** The review team will be made up of City staff.



- 12. Question:** Has the City already identified a stakeholder group to participate in the minimum of Three required stakeholder meetings? If not, does the City have existing contacts with the local skateboarding community?
- Answer:** We have identified a core group within our stake community that will participate in the design process. In addition to this group, we are looking for a community engagement process that will allow for comments/ideas from our whole skating community. We have the ability to assist in providing email addresses of our active skating community as well as open up our social media channels to assist in communicating about our public process.
- 13. Question:** Does the City have boundary and topo survey for Emerson Park?
- Answer:** No. See the answer to Question #5 above.
- 14. Question:** What level of design do you expect? Do you expect full construction documents that are complete and ready for bid at this stage?
- Answer:** No. See the answer to Question # 10 above.
- 15. Question:** What are the boundaries of the site? Do you expect any redesign of 9<sup>th</sup> or 10<sup>th</sup> ROW for this project or will we be working within the curb lines of the existing park?
- Answer:** The intent is for the designer to work within the curb lines of the existing site, with the exception of on-street parking along 10<sup>th</sup> Street.
- 16. Question:** What is anticipated for a traffic study? What level of traffic study is expected?
- Answer:** If needed, a traffic study will be performed as part of Phase 3 - the Design-Build Contract, separate from this RFP scope. Any proposed vehicle access to the site will occur from 9<sup>th</sup> and/or 10<sup>th</sup> Streets. Ute and Pitkin Avenues are CDOT owned ROW.
- 17. Question:** What exactly is expected for the lighting plan? Will it be conceptual and consist of locations of lights and recommended fixtures or do you expect photometric plans and construction documents?
- Answer:** The lighting plan will be conceptual in the scope of this RFP. The intent would be to provide enough detail to develop the Engineer's Opinion of Probable Construction Cost at this level.
- 18. Question:** Do you envision the skate park being lit for nighttime use? Or, do you just need general lighting for the park?
- Answer:** We would like to see a pedestrian light plan for the park and then skatepark lighting that would allow the facility to be open into the evening/nighttime usage.
- 19. Question:** Will the City be responsible for calling in utility locates or the chosen consultant?
- Answer:** The consultant and their surveyor will be responsible for calling in utility locates.

All other conditions of subject remain the same.

Respectfully,

*Dolly Daniels*

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado



Purchasing Division

## **ADDENDUM NO. 3**

**DATE:** February 13, 2023  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** Design of Emerson Park Landscape Site Plan and Skate Park RFP-5189-23-DD

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: (Following Non-Mandatory Pre-Bid Site Meeting)

**1. Question:** Will community engagement materials need translation to Spanish (or any other languages), and if so, does the City have the capability/capacity to take this on, or should the consultant include it in their scope of work?

**Answer:** The City of Grand Junction does have the ability to provide Spanish translation services at public meetings or translation of written documents. We will discuss this opportunity/need with the selected vendor once the public process has been finalized. The consultant does not need to account for any of these services within their scope.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels". The signature is written in a cursive, flowing style.

Dolly Daniels, Senior Buyer  
City of Grand Junction, Colorado

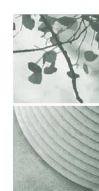


RFP-5189-23-DD

DESIGN OF EMERSON PARK  
LANDSCAPE SITE PLAN AND  
SKATE PARK

CITY OF  
**Grand Junction**  
COLORADO

**TEAM PAJN**  
SKATE PARKS



**CLAUSON RAWLEY ASSOCIATES INC**  
landscape architecture . planning . resort design  
400 West Main Street Suite 203 Aspen, Colorado 81611  
t. 970/925-2323 f. 970/920-1628  
info@cra-designplanning.com www.cra-designplanning.com

COVER LETTER

T E A M P A I N SKATE PARKS

A CUSTOM SKATE PARK DESIGN/BUILD COMPANY

February 27, 2023

City of Grand Junction  
250 N. 5th Street  
Grand Junction, CO 81501

Re: Request for Proposal RFP-5189-23-DD / Design of Emerson Park Landscape Site Plan and Skate Park

Dear Selection Committee Members,

Thank you for the opportunity to present our proposal for the above referenced project.

Team Pain Skate Parks will be submitting as the lead firm for this project. We are a nationally recognized Skate Park Design Build firm with over 30 years experience in the industry. Our company has designed and constructed (26) successful concrete skate park facilities throughout the state of Colorado, with over 350 skate structures and skate parks worldwide. We provide environments that are diverse and well rounded for all levels of skill and disciplines. Team Pain has always pushed for progression of skate parks and we believe, as a Skate Park Specialist, it is our responsibility to continually advance our skills in order to develop well designed; modern-day skate parks of today.

In addition to our longevity and experience in the skate park industry, to date, the company has had no defaults on past and current projects with no changes in ownership, judgements, liabilities, liens, legal actions or bankruptcies throughout our existence.

For this project, our team will consist of, Daniel Madruga, PE, LEED, of civil engineering firm Atwell Group, located in Lakewood, CO. Daniel has a history of working together with Team Pain, bringing his expertise to the last (10) municipal concrete skate park projects our team has developed in Colorado. He is involved in all aspects of the planning and development phase, with experience in site planning, site drainage and ADA requirements. We are also partnering with Landscape Architect, Clauson Rawley Associates out of Aspen, CO. They bring many years of landscape architectural services including planning, green space, street scapes and resort design.

It is with this experience, that our team structure and project approach will deliver an engaging skate park and site plan that will meet the desires of the Owner and enrich the community's needs.

We appreciate the opportunity to present this proposal to the selection committee members and look forward to the possibility of working together on this project. Should you have any further questions, please feel free to contact my office at 407-366-9221 or email me directly at [tim@teampain.com](mailto:tim@teampain.com).

Sincerely,



Tim Payne  
Founder & President  
Team Pain Skate Parks

## QUALIFICATIONS/EXPERIENCE/CREDENTIALS

Team Pain is a skate park design-build specialist, working world-wide for over 30 years in creating custom skate parks and skate structures for municipal and government agencies, competition facilities, private sector, production companies for motion picture and televised events for professional action sports athletes.

The company specializes in custom skate structures; concrete skate park facilities, indoor facilities and high profile specialty structures. Many years of experience and developed knowledge have given the company an ability to work with municipalities around the world by providing design and construction experience in custom poured in place concrete skate park facilities since 1997. This stems from over 30 years personal experience, Team Pain's Founder & President, Tim Payne, has with professional riders for extremely challenging "first-ever" structures that push the limits of action sports, including numerous private training facilities for core industry companies, movies and television, in addition to, privately owned skate parks and skateboard/bmx training camps. It is with this experience and longevity in the industry, that the company was one of only three firms solicited for the Tokyo 2020 Olympic Skateboarding courses.

Throughout it's history, Team Pain has continuously implemented and perfected their method to meet the evolving needs and trends of the users allowing them to produce modern, cutting edge skate parks. The company is comprised of experienced riders and this passion for the sport coupled with the modern design principles and unsurpassed craftsmanship held by each member, have dedicated the team to providing a unique and highly specialized product. As the Skate Park Specialist, they utilize their experienced staff in the design concepts of the rideable features to the actual construction of these features, allowing the company to deliver high quality; custom skate parks, on-line quickly and within budget.

By taking into consideration all users, from top professional to novice, the approach is to create unique; one of kind skate park facilities that are not only innovative and challenging, but is a direct reflection of the users; encouraging the personal advancement of any individual who experiences a Team Pain Skate Park.

*"This was one of the most successful projects I have been involved with in my 30 plus years with the city," Steve Ochsner, ASLA, Engineering/Project manager - City of St. Petersburg, FL*

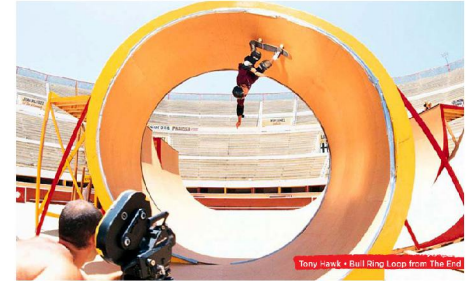
*"I haven't seen many firms that so completely combine their vocation and passion together." John Oswald, Construction Project Manager - City of Colorado Springs, CO*

*"The facility has drawn rave reviews for skaters as far away as Florida, Georgia, Virginia, and Tennessee and also from skaters all over North Carolina"*  
John M. Brown, Director Parks, Recreation and Cultural Resources - Town of Apex, NC

## COMPANY INTRODUCTION



**Woodstock Skate Park - Virginia Beach**



**Bullring Loop for Tony Hawk**



**Arvada Skate Park - Arvada, CO**



**X-Games Courses for 7 years**



**Sk8 Charleston - Charleston, SC**

## KEY PERSONNEL

# TEAM PAIN

SKATE PARKS



**TIM PAYNE**  
FOUNDER | PRESIDENT  
LEAD DESIGNER



## BRIEF HISTORY

Team Pain's Founder & President, Tim Payne is renowned for his 30+ years of continuous contribution to the skate park industry. Since his humble beginnings of building skate ramps in central Florida back in the late 1970's, Mr. Payne has had only one profession and that is designing and building skate parks. His many years of skateboarding and surfing experience coupled with his unique design and construction capabilities has made him a leader in the skate park industry; personally designing and building over 250 skate structures and skate parks worldwide. Tim is respectfully acknowledged for developing extremely challenging "first-ever" & world record structures that push the limits of skateboarding and bmx biking for professional riders, like the first loop for Tony Hawk, Bob's Burnquist's cork screw and Matt Hoffman's world record high air quarter pipe. Tim helped to spearhead skate park guidelines in the 1990's to establish industry standards for custom concrete skate parks, in addition to, leading the efforts to establish Florida state statute 316.0085 for public skate parks. Tim has provided numerous private training facilities for core industry companies, televised media events like the X-Games, MTV Sports & Music Festivals and the motion picture industry. Because of Mr. Payne's longevity in the skate park industry, he has received Lifetime Achievement Awards, inductions into industry Hall of Fames and articles in prestigious publications. It is with this experience, the company was recently one of only three companies invited to bid on the 2020 Tokyo Olympic Skateboarding Courses.

When forming Team Pain in 1997, Tim knew the only way to continue producing high quality, one of a kind custom skate parks was to ensure everyone in the company was an expert at skating. Every Team Pain member has a minimum of 10 years skateboarding or biking experience. This quality coupled with extensive design knowledge and meticulous craftsmanship contributes to the overall core understanding of how the design and final product is achieved to develop a true custom skate park that the users will get the most enjoyment of for years to come.

Today, Tim oversees each Skate Park Project to ensure the final design is developed in relation to the client, owner and community's input and works with the architects and engineers during the design development phase. He also ensures a streamlined construction plan is in place with Team Pain's Construction Superintendents to achieve a high quality skate park. Mr. Payne, his staff and colleagues work closely with communities, municipalities, general contractors, architects, engineers and professional skateboarders and bmx riders to develop a one of kind Team Pain skate park.

*"Tim was a master ramp builder, before anyone was building ramps." - Tony Hawk, Woodward's video "Animal Chin 2.0 - EP1"*

## AWARDS &amp; RECOGNITION

## Highlighted

- 2023 American Public Works Association (APWA) Cascades Trail Park, Tallahassee, FL Project of the Year "
- 2022 DBIA Award of Merit for the "Providence Road Offline Storage Facility and Woodstock Park Improvements"
- February 2019: Landscape Architect & Specifier News "St. Petersburg, FL Skate Park
- March 2012, 2014, 2015 & 2018: Denver Westword News voted Arvada Skate Park "Best Skate Park in Colorado"
- March 2017: Denver Westword News voted Ulysses Golden Skate Park "Best Skate Park in Colorado"
- 2015 "White House Champions of Change" - Apex, NC
- "2014 Build It Award" - FL Ch. American Planning Assoc. - Lakeland Skate Park
- "May 2012: Wall Street Journal "The Architect of Awesome Ripping"
- 2011 Starburst Award - Lafayette, CO Skate Park
- 2010 Award of Excellence from American Concrete Institute - Lafayette, CO Skate Park
- 2010 Starburst Award - Steamboat Springs, CO Bear River Skate Park
- March 2010: Denver Westword News voted Roxborough Skate Park "Best Skate Park in Colorado"
- April 2009: "The 10 Best of Everything Families" publication National Geographic
- March 2009: Denver Westword News: Colorado Springs, CO "Best Skate Park in Colorado"
- January 2007: Tim Payne: Induction to Florida Skater "Hall of Fame"
- August 2006: Time Magazine: "It's All In The Swoop"
- 2002: "Merit Award for Design" Aspen Skate Park, by the Colorado Chapter American Society of Landscape Architects

## KEY PERSONNEL

**TEAM PAIN**  
SKATE PARKS



### CURT BAKER

CONSTRUCTION SUPERINTENDENT  
DESIGNER

Curt Baker joined Team Pain in 2007 and has been with the company for over 15 years. As one of Team Pain's Construction Superintendents, he is responsible for managing the company's on site staff and provides all necessary skate park construction management, in addition to, being involved in the design process. He is in constant communication with Mr. Payne, Team Pain administrative staff, Owner Representatives, Project Engineers and General Contractors and their staff to ensure a quality project is delivered on-time and within budget.

#### BRIEF HISTORY

After several years of building skate parks with other firms out west, Curt joined Team Pain in 2007. Originally from Arizona, today he resides in Montrose, CO and has been an avid skateboarder for over 30 years. As a professional skateboarder, Curt has been sponsored by skate companies like Alva Skateboards and Bones Wheels, to name a few. His skating expertise and creativity along with his background in construction techniques meshed well with Team Pain's design-build philosophies.

Today, he manages and oversees all aspects of the concrete project sites, in addition to having design input and working hands on during the construction process. Curt has a proven track record working on many projects with Team Pain throughout the United States and overseas.

#### PROJECT EXPERIENCE

- Tallahassee, FL - Cascades Trail
- Thornton, CO - Thomas J Slocum
- Virginia Beach, VA - Woodstock
- Arlington County, VA
- City of St. Petersburg, FL
- City of Jacksonville Beach, FL
- Charleston County, SC
- Town of Orange Park, FL
- City of Jacksonville Beach, FL
- City of Tampa, FL
- Orange County, FL
- Town of Apex, NC
- City of Jackson Springs, FL
- City of Port Orange, FL
- City of Lakeland, FL
- City of Gunnison, CO
- City of Virginia Beach, VA
- City of Bradenton, FL
- Hillsborough County - Brandon
- Hillsborough County - Apollo Bch
- City of Northglenn, CO
- City of Lafayette, CO
- City of Broomfield, CO
- City of Arvada, CO
- City of Steamboat Springs, CO
- Village of Roxborough, CO
- City of New Smyrna Beach, FL
- City of Colorado Springs, CO
- St. Lucie County, FL
- Charlotte County, FL
- City of Jacksonville, FL
- City of Antwerp, Belgium (II)



## KEY PERSONNEL



**DANIEL MADRUGA**  
PE, LEED AP , PROJECT MANAGER

Mr. Madruga has over 22 years of civil engineering design and construction management experience in the land development consulting profession. He is known for thinking in a progressive manner that matches the design outcome to the client's vision. Mr. Madruga strives to instill in his team a culture of responsiveness and the mind set of anticipating client's needs and providing solutions to issues before they become problems.

#### Relevant Experience

##### Skate Park Design

Multiple Sites, Colorado

Mr. Madruga has worked with Team Pain on 10 skate park projects throughout Colorado & Texas. He provided technical expertise related to the grading and drainage for the skate parks, and to highlight areas that required adjustment for proper drainage of the proposed facilities. Mr. Madruga and his team were also responsible for preparing the construction documents needed for agency approval.

##### East Mainstreet Development

###### Town of Parker, Colorado

Principal-in-Charge. Manhard provided the backbone infrastructure for a proposed library and town park. This design included a collector road with on-street parking, relocation of an existing storm sewer, water line and sanitary sewer line, providing connections for the future park and library and coordination with the Town of Parker and Douglas County Library. In addition, Mr. Madruga and his team provided grading, drainage and utility design for the 1-acre park associated with this project.

##### Walmart

###### Multiple Sites in Arizona, Colorado and Nevada

Project Manager. Mr. Madruga handled the design for all new Walmart stores in Arizona and Nevada. He coordinates with Walmart from conceptual site plans through store opening on supercenter, neighborhood markets and take-over projects.

##### IKEA

###### City of Centennial, Colorado

Project Manager. Mr. Madruga oversaw the design and construction of a 420,000 square foot building on 13.5 acres with two underground parking decks. Design included coordination with the architect to match grading with the constraints of the building, approximately 1,000 linear feet of 10-foot diameter underground detention and coordination with geothermal heating for the building.

##### Cherry Creek Corporate Center

###### City of Glendale, Colorado

Engineering Manager. The Cherry Creek Corporate Center is a 25-acre office park redevelopment with approximately 594,000 square feet of office space. This project included the redesign of the parking area to provide better access, the addition of a parking garage on a portion of the surface parking area and the development of an apartment complex on a separate piece of the property.

##### Roadway/Traffic Signal/Traffic Signal System Design

###### Multiple Sites, Colorado, Nevada, California and Utah

Mr. Madruga's roadway design experience includes traffic calming in downtown corridors, roundabouts, reconstruction of existing roads and signing and striping layouts for new and existing roadway design. He also has extensive traffic signal design experience, including the design of over 100 traffic signals in Colorado, Nevada, California and Utah

#### REGISTRATIONS

COLORADO PE # 36834  
ARIZONA PE #49222  
MONTANA PE # 19033  
NEBRASKA PE # E-13731  
NEVADA PE # 15379  
NEW MEXICO PE # 20496  
TEXAS PE # 103020  
WYOMING PE # 10112

#### YEARS OF EXPERIENCE

22 YEARS

#### EDUCATION

BS, CIVIL ENGINEERING  
CALIFORNIA STATE  
UNIVERSITY, FRESNO

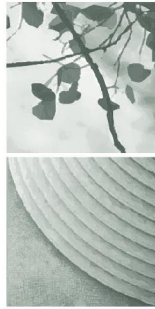
#### PROFESSIONAL AFFILIATIONS

URBAN LAND INSTITUTE  
(ULI)

#### AREAS OF EXPERTISE

COMMERCIAL/RETAIL LAND  
SITE DRAINAGE  
ADA  
PARK DEVELOPMENT  
ROADWAY/TRAFFIC SIGNAL  
DESIGN  
PROJECT MANAGEMENT

ATWELL GROUP  
143 UNION BLVD.  
SUITE 700  
LAKEWOOD, CO 80228



**CLAUSON RAWLEY ASSOCIATES INC**  
landscape architecture.planning.resort design

## About Our Firm

Clauson Rawley Associates (CRA) was first established in Aspen in 1998 to provide professional planning and design services and, since its inception, the firm has been involved in public sector projects as well as providing support to private clients and the development community. Our work involves responsible and sustainable design and planning in resort and small community environments. We enjoy working closely with community groups and elected officials to craft compelling strategies to turn a vision into reality. Our work in urban planning and design places great importance on providing site sensitive design that benefits from the right kinds of accessibility from all forms of transportation, respects the importance of the pedestrian and the bicyclist in a resort community, and provides a beautiful and walkable environment for residents to call home.

**Our staff.** The individual members of Clauson Rawley Associates come from a variety of backgrounds and contribute to the planning process in their own unique ways. Our multidisciplinary knowledge helps us communicate efficiently with all consultants active in the planning process.

**Community Design.** Our firm has been selected as one of a group of consultants to provide services to the Colorado Department of Local Affairs Community and Main Street Program. We have a long history of Main Street program involvement, and are excited about developing streetscape and street design details that fully reflect community values. Additionally, staff has recently completed the Water Efficiency Landscaping Standards program course and is mindful of bringing environmental conservation into our design efforts.

**Affordable Housing/Historic Preservation Focus.** CRA has participated in numerous public sector and private development activities for affordable housing, including projects in Avon, Aspen, Basalt, and Snowmass Village. We have been listed by the Colorado Department of Local Affairs as a qualified consultant for affordable housing planning and development activities. In the field of historic preservation planning, CRA, working with historic preservation consultant Tatanka Associates, recently completed historic preservation plans for the City of Colorado Springs and the City of Lafayette, and have on-going work for the historic preservation plan in the Town of Windsor, Colorado. Our work in Colorado Springs received an award from the Colorado Springs Historic Preservation Alliance and was featured in a presentation at the "Saving Places" conference.

**Development Services.** CRA has worked on numerous lodging and commercial development projects, providing entitlement services and site design. These include four hotel projects in Aspen, including a major area redevelopment of the historic Lift One area. Wherever possible, our projects have included award-winning historic preservation components. We also offer residential planning and landscape design support to individual homeowners seeking to expand or improve their residential settings.

**Stan Clauson, FAICP, ASLA**  
Principal

**Patrick Rawley, AICP, ASLA**  
Principal

**Mathew Davis, PLA, ASLA**  
Landscape Architect

**Britni Johnson, ASLA, QWEL**  
Landscape Designer

**Erin Greenwood**  
Landscape Designer

**Angela Kemp**  
Staff Planner

**Heather MacDonald**  
Office Manager/  
Staff Planner

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**Team Clauson Rawley Associates**

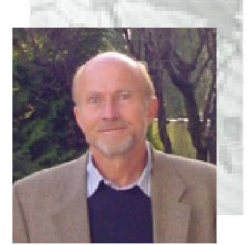
## KEY PERSONNEL



**CLAUSON RAWLEY ASSOCIATES INC**  
landscape architecture . planning . resort design

400 West Main Street Suite 203 Aspen, Colorado 81611  
t. 970/925-2323 f. 970/920-1628  
info@cra-designplanning.com www.cra-designplanning.com

### Stan Clauson, FAICP, ASLA - Principal In Charge



#### Education and Credentials

- **Harvard University, Graduate School of Design, MLA 1978**
- **University of Wisconsin, M.A. 1971**
- **Denison University, B.A. 1967**
- **APA Chapter Presidents Council,**  
2016 Karen B. Smith Award for Outstanding Service to Members 2016
- **City of Aspen Historic Preservation Award,**  
2005, 2016, 2018 for projects within the Main Street and Commercial Core Historic Districts

#### Biography

Stan Clauson has over thirty years of planning experience including recreational resort projects in both the Rockies and in New England. Former Community Development Director for the cities of Aspen, Colorado and Montpelier, Vermont, he holds a Masters' degree in Landscape Architecture from the Harvard Graduate School of Design. Stan has been a frequent lecturer on resort transportation and resort revitalization strategies, and an invited speaker at international conferences in Japan and Europe. He is a member of the Institute of Transportation Engineers and led study tours for local and state transportation officials to observe resort transportation concepts in Europe. His work has won awards from the Vermont Planning Association, U.S. Department of Housing and Urban Development, and the City of Aspen Historic Preservation Commission. Stan is a member of the American Institute of Certified Planners, Past President of the Colorado Chapter of the American Planning Association and holds numerous other professional memberships. He currently serves on the Professional Advisory Committee for the landscape architecture program at Colorado State University and on the American Planning Association Education Committee.

#### Relevant Experience

- **Principal/President 1998—Present**  
Stan Clauson Associates, Inc.; Aspen, Colorado
- **Community Development Director 1994—1998**  
City of Aspen, Colorado
- **Director of Planning & Development 1988—1991**  
City of Montpelier, Vermont
- **Principal 1981—1986; 1991—1994**  
Stan Clauson Associates; Cambridge, Massachusetts and Montpelier, Vermont
- **Public Lighting Research Project 1986—1987**  
Lausanne, Switzerland
- **Community Development Urban Designer 1979—1981**  
City of Newton, Massachusetts
- **Project Director 1977—1978**  
Roxbury-Dorchester Community Beautification Program; Boston, Massachusetts

## KEY PERSONNEL



### CLAUSON RAWLEY ASSOCIATES INC

landscape architecture . planning . resort design

400 West Main Street Suite 203 Aspen, Colorado 81611

t. 970/925-2323 f. 970/920-1628

info@cra-designplanning.com www.cra-designplanning.com

## Mathew Davis PLA, ASLA - Landscape Architect

### Education and Credentials

- University of Pennsylvania, Graduate School of Fine Arts, MLA, MArch 1989
- State University of New York, College of Environmental Science and Forestry, BS 1983
- Panel Moderator, Conference on World Affairs, "Sustainability and Me: Our Role in Saving the Planet" University of Colorado Boulder, 2018  
<https://www.youtube.com/watch?v=VHPKzLFbBdl>
- "The Dialectics of Water," The International Federation of Landscape Architects Annual Conference, Appledorn, The Netherlands, 2008
- "Reconfiguring Urban Topography: New Paradigms for Older Cities," "The Sustainable City II, WIT Press, 2002
- "The Dialectics of Landscape," Archithese, Zürich, 1997



### Biography

Mathew Davis has over 30 years' experience as a landscape architect, urban designer, and architect with projects across the US, Switzerland, Germany, The Fiji Islands, Australia, Mexico and Belize. Originally from Philadelphia, he holds master's degrees in both Landscape Architecture and Architecture from the University of Pennsylvania, and completed a Permaculture Design Certificate from the Permaculture Institute of North America. Mat has significant work experience with top landscape architecture firms in the U.S. and Europe. He has also had a distinguished career as an academic, lecturing at the Swiss Federal Institute of Architecture (ETH Zürich), University of Pennsylvania, Temple University, and the University of Colorado Boulder. In addition, Mat has lectured at numerous conferences in the US and Europe.

### Professional Activities

- **Senior Landscape Architect 2023**  
Clauson Rawley Associates, Inc., Aspen, Colorado
- **Principal and Owner 2012 – 2017; 2020 - 2022** Mathew Davis Landscape Architect, LLC
- **Senior Landscape Architect 2008 - 2012**  
Jonathan Alderson Landscape Architects, Inc. Wayne, PA
- **Senior Research Fellow 2005 - 2007**  
Information and Society Research Group, Temple University

### Relevant Experience

- **Tatnall Square, Macon, GA**  
Lead landscape architect for the design and revitalization of Tatnall Square, a 5-acre multi-use community park, as part of the Downtown Macon Master Plan
- **Columbus Square, Philadelphia, PA**  
Lead landscape architect working with the non-profit Community Design Collaborative to develop designs for the revitalization of a 4 acre multi-use community park in South Philadelphia
- **Belmont Village, Philadelphia, PA**  
Working closely with a local community group, developed street scape improvements, traffic calming measures, and stormwater management

## KEY PERSONNEL



### CLAUSON RAWLEY ASSOCIATES INC

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info@cra-designplanning.com www.cra-designplanning.com

## Britni Johnson, ASLA, QWEL - Landscape Designer

### Education and Credentials

- Colorado State University, BSLA 2012
- American Society of Landscape Architects
- Council of Landscape Architectural Registration Boards
- Carbondale Public Arts Commission Vice Chair
- Novel Cover Art: "First To Find," by John Taskett
- Album Cover Art: "Flight Club," by artist Zach Daniels



### Biography

Britni Johnson is a landscape designer who holds a Bachelor of Science in Landscape Architecture from Colorado State University. She is originally from Rifle, Colorado and has worked in the Roaring Fork Valley with landscape architecture and engineering firms for the past five years. She is passionate about creating a connection to nature through design as well as has an interest in how people interact and utilize spaces. Britni spends her free time snowboarding, painting, and traveling.

### Relevant Experience

- **Meeker Public Library, Meeker, Colorado**  
Worked closely with the landscape architect to design and monitor the installation of the Historic Meeker Library interior courtyard and entry which provided meaningful outdoor spaces for the Town of Meeker residents. Project completion 2016.
- **Willoughby Residence, Aspen, Colorado**  
Provided design support as project manager on a year-round outdoor living space for residential clients. Project completion 2015.
- **Aspen Community School, Woody Creek, Colorado**  
Coordinate with the school board and architects by providing graphic support and field layouts of plant materials. Project created an updated outdoor space that provided connectivity to all new and existing buildings. Project completion 2014.
- **Missouri Heights Residence, Eagle County, Colorado**  
Worked closely with the project architect and principal of the firm to research and provide a native plant palette and design for a LEED Gold design of this functioning horse ranch. Project completion 2014.
- **Iron Mountain Hot Springs, Glenwood Springs, Colorado**  
Worked closely with Glenwood Springs Caverns Adventure Park and contractors as a member of the design team to design and locate plantings to frame vistas and create privacy for the recreation of a historical hot springs along the Colorado River. Project completion 2015.
- **Woody Creek Residence Phase 1, Woody Creek, Colorado**  
Researched and field located plant materials to restore native vegetation on two historic parcels. Incorporated old flood irrigation using existing site topography to create new streams and ponds for wildlife habitats. Project involvement 2013-2016.
- **High Valley Farms, Pitkin County, Colorado**  
Provided landscape design services to reduce construction impacts to a highly visible project. Project completion 2015.

# NOTABLE PUBLICATIONS / RECOGNITIONS (highlighted)

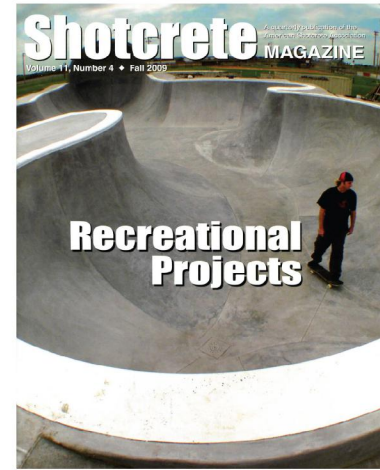
### Landscape Architect Feb 2019



### The Wall Street Journal May 19, 2012



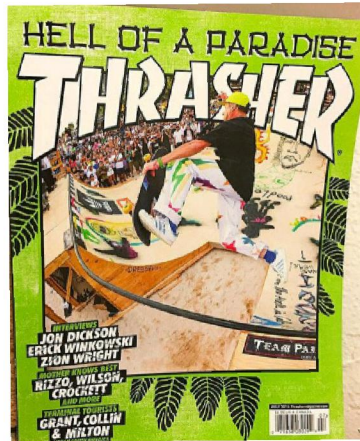
### Cover: Shotcrete Magazine Fall 2009



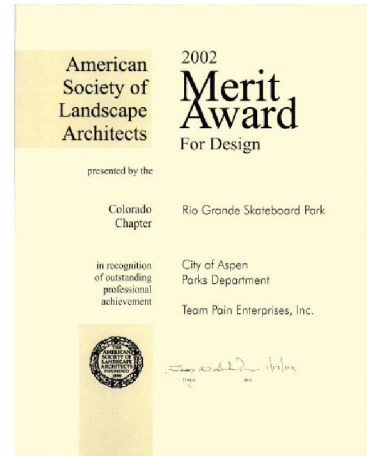
### Time Magazine August 7, 2006



### Cover: Thrasher Skateboard Magazine July 2018



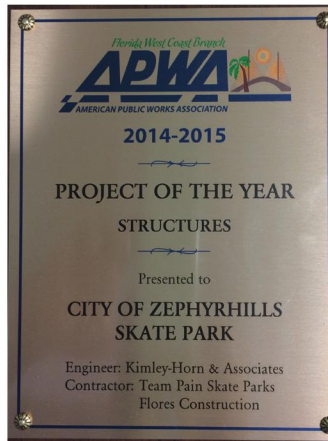
### 2002 ASLA Colorado Chapter Merit Award for Design



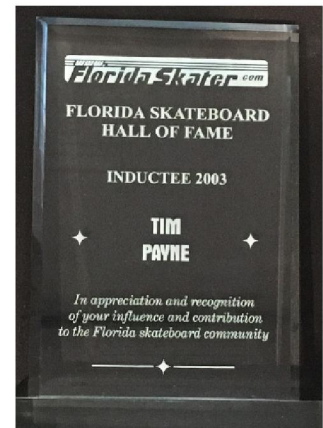
### Tim Payne Lifetime Achievement Award 2002



### American Public Works Assoc. Project of the Year Structures 2014-2015



### Florida Skateboard Hall of Fame 2003



## EXPERIENCE - HIGHLIGHTED CONCRETE SKATE PARK PROJECTS

Location	Completed	Size	Features
City of Tallahassee, Florida	June 2022	20,000 sq.ft.	Snake run & street plaza
City of Thornton, Colorado	December 2021	25,000 sq.ft.	Street, bowl and integrated pump track
City of Virginia Beach, Virginia	April 2021	30,000 sq.ft.	2 level street areas, bowl & snake run
City of Winter Haven, Florida	October 2020	17,000 sq.ft.	Flow bowl and street course
Town of Frederick, Colorado	September 2020	30,000 sq.ft.	Flow bowl, bowl, street course & full pipes
City of Minneola, Florida	May 2020	8,200 sq.ft.	Street & bowl
City of Fayetteville, North Carolina	January 2020	16,000 sq. ft.	Street & flow bowl
City of Lexington, North Carolina	July 2019	16,000 sq. ft.	Street, bowl, flow course
Town of Lyons, Colorado	July 2019	7,000 sq. ft.	Street, mini ramp
Arlington County, Virginia	April 2019	16,500 sq. ft.	Street, bowl, pool, flow bowl
City of Ocala, Florida	March 2019	10,000 sq. ft.	Street course
City of Eustis, Florida	October 2018	10,000 sq. ft.	Street, bowl
City of West Melbourne, Florida	August 2018	21,000 sq. ft.	Flow bowl, street course
City of Lamar, Colorado	June 2018	10,000 sq. ft.	Street, bowl
City of St. Petersburg, Florida	January 2018	28,000 sq. ft.	Bowl, pool, mini snake run, street course
Woodward Training Camp, Pennsylvania	May 2017	14,000 sq. ft.	Competition BMX park course
City of Jacksonville Beach, Florida	February 2017	23,000 sq. ft.	Bowl, street, snake run
City of Golden, Colorado	November 2016	21,500 sq. ft.	Full pipe, bowl, street, snake run
Town of Orange Park	August 2016	11,000 sq. ft.	Obstacle street course
Charleston County, South Carolina	May 2016	33,000 sq. ft.	Bowls, snake run & street course
City of Tampa, Florida	January 2016	17,000 sq. ft.	Replica of "Bro Bowl" & new street
Orange County, Florida	November 2015	8,000 sq. ft.	Street, bowl hybrid
City of Pueblo, Colorado	October 2015	23,000 sq. ft.	Street, bowls, transition hybrid
Town of Apex, North Carolina	August 2015	18,000 sq. ft.	Street, bowl
City of Zephyrhills, Florida	January 2015	8,000 sq. ft.	Bowl, street
Town of Breckenridge, Colorado	October 2014	18,000 sq.ft.	Bowls, Snake Run, Street, Art Elements
City of Loveland, Colorado	September, 2014	15,000 sq.ft	Bowl, Snake Run, Street, Art Elements
Hillsborough County, Florida-Jackson Springs	January 2014	13,000 sq.ft.	Street, Ditch/flow hybrid
City of Port Orange, Florida	December 2013	13,000 sq.ft.	Renovation - Flow & beginners course
City of Lakeland, Florida	May 2013	25,000 sq.ft.	Street, Snake Run, Bowls, Sculptures
City of Gunnison, Colorado	November 2012	12,000 sq.ft.	Bowl, flow course, street
City of Virginia Beach, Virginia	October 2012	20,000 sq.ft.	Snake run, bowl, street course
City of Bradenton, Florida	August 2012	15,000 sq.ft.	Bowl, street
City of Wheat Ridge, Colorado	June 2012	12,000 sq.ft.	Bowl, street
Hillsborough County, Florida-Brandon	February 2012	11,000 sq.ft.	Bowl, street
Hillsborough County, Florida-Apollo	January 2012	12,000 sq.ft.	Street
City of Arvada, Colorado	December 2011	42,000 sq.ft.	Street, bowls, snake run
City of Northglenn, Colorado	July 2011	16,000 sq.ft.	Bowl, cradle, street
City of Lafayette, Colorado	December 2010	19,000 sq.ft	Pool, bowl, snake run, street
City of Broomfield, Colorado	June 2010	12,000 sq.ft.	Pool, bowl, street
City of Arvada, Colorado	April 2010	5,000 sq.ft.	Skate spot
City of Steamboat Springs, Colorado	November 2009	9,600 sq.ft.	Bowl, street
Village of Roxborough, Colorado	August 2009	15,000 sq. ft.	Pool, bowl, street course
City of New Tampa, Florida	April 2009	15,000 sq. ft.	Bowl, street/flow course
City of Colorado Springs, Colorado	November 2008	40,000 sq. ft.	Street course, plaza, pools, bowls
City of Jacksonville, Florida	June 2008	8,000 sq. ft.	Street / flow course
St. Lucie Co. - Ft. Pierce, Florida	April 2008	13,000 sq. ft.	Street course with snake run
City of Antwerp, Belgium	November 2007	10,800 sq. ft.	Pool, bowl, full pipe
City of Dunedin, Florida	August 2007	10,500 sq. ft.	Pool, Bowls, Street obstacles
Charlotte Co. - Englewood, Florida	June 2007	18,000 sq. ft.	Bowls, Snake Run, Street
City of Antwerp, Belgium	September 2006	9,300 sq. ft.	Street Course
City of Naples, Florida	July 2006	13,500 sq. ft.	Snake run, Pool, Bowl
City of Kortrijk, Belgium	October 2005	8,000 sq. ft.	Bowl, Cradle, flow course
City of Cocoa Beach, Florida	May 2005	13,400 sq. ft.	Flow Course, Bowl, Cradle, Street
City of Powell, Ohio	October 2004	18,000 sq. ft.	Pool, Street, Beginner, Flow Course
City of Sarasota, Florida	October 2003	25,000 sq. ft.	Flow Course, Bowl, Pool, Street
City of Oviedo, Florida	June 2003	30,000 sq. ft.	Flow Course, Bowl, Street
City of Mason, Michigan	August 2002	12,500 sq.ft.	Flow Course
City of Lansing, Michigan	May 2002	18,000 sq. ft.	Flow course, street
City of Asheville, North Carolina	August 2001	20,000 sq.ft.	Flow course, street, bowl
City of St. Augustine, Florida	April 2001	25,000 sq.ft.	Flow course, street, bowl
City of North Port, Florida	January 2001	14,500 sq.ft.	Flow course, street, bowl
City of Aspen, Colorado	November 2000	17,000 sq.ft.	Flow course, bowls
Woodward East - Pennsylvania	April 2000	30,000 sq.ft.	Flow course
Town of Silverthorne, Colorado	August 1999	11,300 sq.ft.	Flow course, bowl

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



**2023 American Public Works Association (APWA) "Project of the Year - Structures less than \$2 Million Category"**

### Cascades Trail Skateable Art Park

#### Owner:

Blueprint Intergovernmental Agency  
City of Tallahassee & Leon County, FL

#### Contact:

Sue Tanski - Senior Project Manager  
850-219-1071  
Susan.Tanski@Blueprintia.org

#### Size:

20,000 square feet  
225 foot Snake Run, Bowl and Street Plaza

**Skate park Completion:** 6/22

#### Design-Build Contract

**Skate Park Design:** \$90,766

Skate park design, public input process & construction documents

**Skate Park Construction:** \$1,127,972

Site work, skate park construction, lighting, landscaping, shade structure, benches & water fountains

**B**lueprint Intergovernmental Agency, comprised of the Leon County Board of County Commissioners and the City of Tallahassee Commissioners put out an RFQ for qualified Skate Park teams to submit their experience of past skate park projects, emphasizing skateable art to encompass the skate features. Team Pain was selected to provide turn-key design and construction services to deliver a public skateable art facility that would attract the worldwide skating community and art-appreciating public. Team Pain took advantage of the location on FAMU Way and its proximity to FAMU (Florida A&M University) with its Rattlers Mascot and incorporated it into the conceptual design of a snake run feature that was presented at the first public input meeting. The local community embraced Rattlers design and added input on many of the features throughout the skate park. Team Pain worked closely with Blueprint and the community to develop the final design. Once construction documents were completed and permits were filed,

Team Pain began construction of the project. The huge FAMU Rattlesnake sculpture at the entrance of the park is part of the 225 foot long Snake Run that leads into a long, linear Street Plaza. The Snake Run features a multitude of various sized pockets and hips, as well as, the skateable Snake Head which is a super fun feature for any skill level. The Street Plaza area features a plethora of elements including an A Frame Rail, Bump to Manual Pad, Brick China Bank, Hubbas, Flat Bars, Green Banked Wall, a Pyramid Hip, Tile Quarter Pipe, Kicker and a couple Flat Bars and Handrails. Some other features incorporated into the design is a grass gap with lithograph snake images and a feature similar to the Korean War Memorial which is a famous Tallahassee spot and located at the entrance of the park. Acid stains and integral colored concrete wind throughout the park to give it pops of color and dimension. This was one of our top 10 projects to work on for sure!



## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



### Thomas J. Slocum Memorial Skate Park

**Owner:**  
City of Thornton, CO

**Contact:**  
Andrew Tadross  
Parks & Open Space Project Manager  
303-538-7275  
Andrew.Tadross@thorntonco.gov

**Size:**  
25,000 square feet  
Street plaza, bowl & integrated pump track

**Skate park Completion:** 12/21

#### Design-Build Contract

**Skate Park Design:** \$75,352  
Skate park design, public input & construction documents

**Skate Park Construction:** \$1,279,609  
Site work, skate park construction, landscaping, sidewalk & benches

In early 2019, the City of Thornton, Colorado put out a Request for Qualifications for the replacement of an existing and outdated skate park. From the RFQ, Team Pain was invited to submit a Design-Build proposal to include the skate park design, public input process, construction documents, site work, skate park construction, landscape & Irrigation and sidewalks. The City awarded the project to Team Pain and we got started on Phase 1 of the project, the design process. We provided 2 public forums with the local user community to receive feedback on what they wanted to see in their skate park. Once the design was completed and accepted by the City and stakeholders, the construction documents were developed by Atwell Group. With snowy & rainy conditions, construction couldn't begin until May and then it was full steam ahead with Phase 2 of the construction. Team Pain provided the site work to prepare for the skate park construction. Overall construction time line was 8 months and

the project was completed in December 2021. The skate park consists of a Street Plaza, Bowl and integrated Pump Track. The Street Course flows from one end of the park to the other and has an array of unique features including the Kinked Rail which is easily one of the most popular features at this park as well as the A Frame Rail, Bump to Bar and Bump to Hydrant. The Street Course also features many different sized Ledges, Rails, Banks, Quarter Pipes and Stairs suitable for any user discipline and all skill levels. The integrated Pump Track wraps around the entire Street Plaza and features a ton of Hips, Quarter Pipes, Jumps and Ledges leading into an Island area that rolls into two Vertical Bowl Corners at the end of the park. The City of Thornton was open to implementing their stockpile of existing boulders as rideable features and additional seating, in addition to (2) benches that were part of the scope of work. We also introduced come integral colored concrete for pattern and texture in the overall design.

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



**2022 DBIA Award of Merit for the "Providence Road Offline Storage Facility and Woodstock Park Improvements"**

### Woodstock Park Skate Park

#### Owner:

Hampton Roads Sanitation District  
City of Virginia Beach, VA  
Department of Parks & Recreation

#### Contact:

Crowder Construction Company  
Chad Link - Project CMAR  
919-367-2000  
rclink@crowderusa.com

#### Size:

30,000 square feet  
2 level street plaza, bowl & snake run

**Skate park Completion:** 6/21

#### Design-Build Contract

**Skate Park:** \$810,750

Skate park design, public input & skate park construction

Hampton Roads Sanitation District (HRSD) selected Design-Builder Crowder to construct a partially-buried, 5.2 MG offline storage facility with an integrated skate park. The project sought to balance operational and recreational needs while seamlessly blending the tank into the park setting. Crowder Construction was Design-Builder with engineer partner Hazen and Sawyer. The team continuously sought to balance operational needs with the needs of park users. A portion of the tank top is blended into the overall skate park layout, while the remaining portion includes green roof components, educational displays and artwork. Additional scope included a drain pump station and deluge pumping system; odor control system; sustainable features, including rain harvesting and skylights; and upgraded park facilities. Crowder contracted Team Pain to provide the skate park design, public input process with the local user community and skate park construction.

Completed in April 2021 the 30,000 sq ft Woodstock Skate Park located in Virginia Beach features four main sections the Street Plaza, Snake Run, Upper Deck and the Bowl. The Street Plaza consists of numerous different sized Banks, Ledges, Hubbas, Rails, Wall rides, Step Ups, Stairs, Hips and Quarter Pipes. The Snake Run winds down and around the side of the Street Course and includes five different hips and extensions leading into a Bowl Corner making it possible to transfer from the Bowl into the Snake Run. The 5 1/2 ft shallow end of the Bowl waterfalls into the 9 ft tall deep end and is surrounded by blue tile and pool coping. The Upper Deck area which slopes down into the Street Plaza features Skateable Art pieces such as the High Heel Shoe, Lily Pad Feature and China Bank as well as a couple of Ledges, Two Pyramid Hips and a long Flat Bar with two Handrails on each end. This was truly a unique and rewarding project to be involved in.

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



### Frederick Skate Park

**Owner:**

Town of Frederick, CO

**Contact:**

Jennifer Simmons - Planning Director

720-382-5651

[jsimmons@frederickco.gov](mailto:jsimmons@frederickco.gov)

**Size:**

30,000 square feet

Street plaza, flow bowl, bowl & full pipes

**Skate park Completion:** 12/11/20

**Design-Bid-Build**

**Skate Park Design:** \$35,000

Skate park design, public input & construction documents

**Skate Park Construction:** \$1,811,615

Site work, skate park construction, lighting, parking lot/sidewalks & landscaping

In 2016, the Town of Frederick evaluated citizen interest for a skate park and it was determined that a regional size park was necessary and the public overwhelmingly supported it. They received various grants with matching funds from the Town and other sources along with in-kind contributions and art commission funds. The Town put out an RFP for the design and Team Pain was awarded the project. Team Pain developed a 30,000 sq. ft. concept and provided public input meetings with the user while also working with the Arts Commission to create an identity for the many skate parks throughout the state of Colorado. We were able to conceptualize the art sculpture and various murals onto the actual riding surfaces with local artists selected to produce the art. In addition, the Town wanted to recycle their unused electrical boxes; adding them throughout the park for additional art work. Once the design was completed and approved, the Town went out to bid for the construction

and also awarded it to Team Pain. The street plaza was designed as a large circle to maximize the space for continuous riding and includes an array of street features including a few new ones. The park also consists of a large flow bowl with various hips and transfers along with a separate small peanut bowl. A local farm donated the 2 metal full pipes, which were a welcome addition that many skate park enthusiasts often seek. Team Pain completed construction of the skate park at the end of September 2020 with the final landscaping completed by 12/11/20, along with painting of the metal full pipes. The Town opened the skate park in November with rave reviews from riders across the country. The Town of Frederick is a model example of encouraging the local users and the art community to participate in such an exciting and visual project. We are very honored to have been a part of this unique; one of a kind skate park project.

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



Article in the February 2019 Edition of Landscape Architect & Specifier News

### St. Petersburg Regional Skate Park at Campbell Park

**Owner:** City of St. Petersburg

**Contact:**

Steve Ochsner - Capital Projects  
Coordinator  
727-893-7111  
steve.ochsner@stpete.org

**Size:**

28,000 square feet  
Street plaza, snake run & 2 bowls

**Skate park Completion:** 1/26/18

**Design-Build Contract**

**Skate Park:** \$812,000  
Skate park design, public input & skate park construction

The City of St. Petersburg, Florida is a progressive municipality having several community skate parks. The St. Pete Skate Park Alliance spearheaded the need to have a larger: regional skate park to accommodate more users and provide a facility at the competition level within their community. The City's Mayor, Rick Kriseman was totally on board with his initiative for a "Healthy St. Pete" campaign, to ensure the areas youth had other outlets to keep them busy and fit. The City put out a request for proposal for design and construction of a poured in place regional concrete skate park. The team of Cutler Associates and Team Pain were awarded the project. Team Pain provided public input meetings with the user community to develop the overall design. Cutler Associates provided storm water, site work and amenities for the overall project. Since this was going to be a regional skate park, the community voiced the desire to have different

disciplines and levels of use. With that, Team Pain was able to accommodate all users.

The park features multiple levels in both transition and street style use. The transitional areas include 1 large competition level bowl with depths of 11 foot 10 inches and a backyard style pool bowl at 8 feet deep. There is also a fun and mellow snake run with varying depths starting at 2 to 3 feet at the top of the run increasing gradually and finishing to 6 feet. Perfect for beginners or just cruising from one side to the other. The street plaza area contains many riding levels with numerous rails, ledges, banks, and hips, as well as, a stair set, quarter pipes, circular bank to wall ride and a custom granite pole jam.

A perfect park to hold those high level competitions that Florida is known for!

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



**Voted "Best Skate Park in Colorado 2017" by the Denver West Westword Newspaper**

### Ulysses Skate Park

**Owner:** City of Golden, CO

**Contact:**

Rod Tarullo  
Director of Parks, Recreation & Golf  
303-384-8120  
rtarullo@cityofgolden.net

**Size:**

21,500 square feet  
Intermediate bowl, street plaza, ditch course with features, beginner area & full pipe

**Skate park completion:** 11/11/16

**Design-Build Contract**

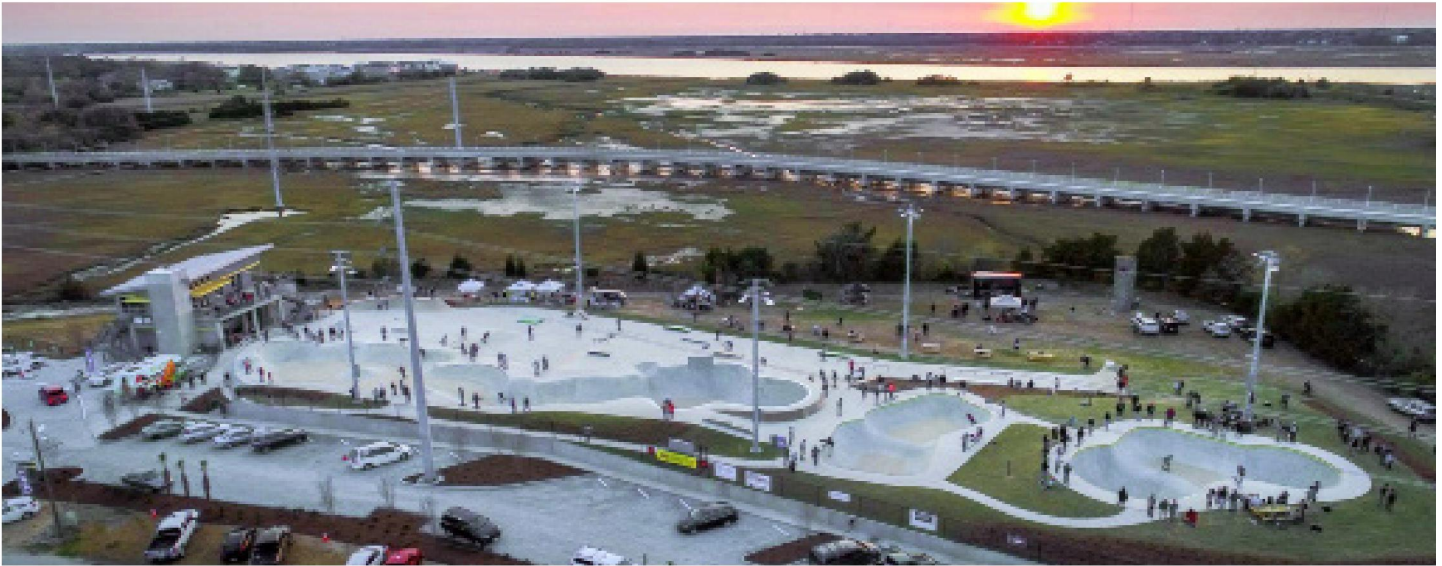
**Skate Park:** \$816,767  
Skate park design, public input, site work, skate park construction & lighting

The City of Golden had an existing above ground skate park consisting of wood and prefabricated skate elements. The site location had an existing batting cage that was under utilized, as well. The City of Golden wanted to remodel and update the skate park using poured in place concrete to bring it to current and modern standards of skate parks. The City put out a Design/Build RFP and awarded the project to Team Pain. There were 2 public input meetings with the community to understand what the majority of the riders wanted in the updated skate park. The responses included an intermediate bowl with a large street plaza, beginner area and a unique feature that was also skateable. In addition, the community wanted to remove the batting cage to implement more square footage for the park. Lighting was also included in the contract price.

The park consists of an intermediate level bowl with pool coping that waterfalls and 2 hips and 5 corners. There is a long ditch style element with many features allowing you to easily ride around and through it. At the end of this feature is a bowl with extension. The street plaza wraps around the ditch area in a horseshoe shape that starts off on the south side of the park. It water

falls down twice to accommodate for stair and ledge features and also creates speed for the bump to bar obstacle. At the entrance of the park there was a seating area that was perfect to add the beginners area and included different ledges and a manual pad feature. In addition to all of this, we added a full pipe feature which is a replica of a very famous skate spot in Canada. Aptly named the "Big O" it was built at the 1976 Olympics as a tunnel walkway to get into the stadium. After the games it was abandoned where skaters began using it as a skate park. After 20 years Canada made it a historical spot and when the stadium was being torn down at great expense they moved it to another location. Seeing that most of the users will never get a chance to skate this famous spot we thought it was a great idea to replicate it here in the US for riders to enjoy. This is an unusual pipe because the shape is oval instead of round. We also designed a 2 foot by 8 foot metal piece to fit into the top of the pipe with "Golden" laser cut into the metal. When the sun shines just right, it casts a shadow of "Golden" on the ground. The community couldn't be happier with the new and improved skate park and we are excited to have been able to be a part of this fun project!

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



### 2016-2017 Project of the Year by the American Society of Civil Engineers – South Carolina Section

#### Sk8 Charleston Skate Park

**Owner:** Charleston County Parks & Recreation Commission, SC

**Contact:**

Patricia Newshutz  
Director of Capital Projects  
843-762-8112  
pnewshutz@ccprc.com

**Size:**

32,500 square feet  
Advanced & intermediate bowls, snake run & street plaza

**Skate park completion:** 6/5/16

**Design Contract/Change Ordered to Construction**

**Skate Park Design:** \$15,228  
Skate park design concepts

**Skate Park Construction:** \$963,500  
Skate park construction

Charleston has had a rich history in skateboarding and because of that, in 1988 Team Pain's founder, Tim Payne, was commissioned to design and build the now infamous "Charleston Hanger" Skate Park. In 2011, the County went out to bid for a skate park design and Team Pain was awarded the design phase of the project. The first site location was under a highway near downtown Charleston, however, after 2 years of planning they had to look for another location due to costly rehabilitation of the property. The County then found unused land right next to the famous "bridge to nowhere" and Team Pain redesigned the skate park to adapt the original design to fit into the new area. Hightower Construction was awarded the overall project and the specialty skate park construction was change ordered to bring in Team Pain. The budget allowed us to incorporate color, brick stamping and skateable art features. The park

consists of an advanced competition level bowl with pool coping, waterfall and hips. An intermediate bowl containing pool coping, tile and hips. The street section runs the entire length of the west side of the park which is 320 feet long. It contains various rails, bump to bar, down rails, stairs, brick china bank, manual pads, roll over, granite ledges, bowled corner, extensions and a volcano. A 220 foot long snake run complete with moguls, hips, extensions and a love seat along with the 2 bowls lie on the east side of the park. Integral colored concrete along with painted street elements round out this skate park. The County held a week long Grand Opening where thousands of people showed up. This skate park is an outstanding example of the County and Community coming together to make a great addition to the East Coast skate/bmx scene. Now the bridge is somewhere; right next to this awesome 32,500 square foot destination skate park!

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



### El Centro Del Quinto So Skate Park

**Owner:** City of Pueblo, CO

**Contact:**

Berit Odom - Senior Planner  
719-553-2339  
Bodom@pueblo.us

**Size:**

23,000 square feet  
Multi-level bowl, intermediate flow  
bowl, street plaza & fun zone

**Skate park completion:** 10/15

**Design-Build Contract**

**Skate Park Design:** \$30,350  
Skate park design & public input

**Skate Park Construction:** \$727,700  
Skate park construction

**T**his skate park was a community driven effort and the City of Pueblo listened! The skaters of the community approached the City with a hand drawn depiction of their skate park and the City agreed that there was a need for a quality skate park facility. It was 2 years in the making with the City applying for a GOCO (Greater Outdoor Colorado) grant. The City began looking at available land throughout the area and formed a group to begin sourcing funds for the project. A location was found at El Centro Del Quinto Sol Park due to it's safe area and located next to the Colorado River in addition to it's connectivity to existing walking and bicycle trails. Eventually, the City received the GOCO grant that was able to fund the unique project. The City then put out a design build RFQ to qualify skate park specialists. Once qualified bidders were selected, the City went out to bid for the design and construction of the skate park project and awarded the project to Team Pain. The local skaters and community were heavily

involved in the public input process and helped to develop the overall design. We designed 4 distinct areas throughout the El Centro Del Quinto Sol park. A modern skate plaza, a large multi-level bowl, an intermediate flow bowl and an obstacle fun zone. The street plaza is laid out in a long linear manner encompassing various banks, ledges, stairs and rails allowing the rider to skate multiple features in every run. The large multi-level bowls starts out with a long shallow end and (2) 90 degree corners with opposing walls that drop into a large deep end complete with tile and pool coping. The intermediate flow bowl includes a mixture of metal & pool coping and is uniquely laid out with (3) corner and (3) hips. Each hip is distinct to allow a rider to perform a multitude of tricks. The fun zone is a long area with small features allowing any level of user to ride with feeling intimidated. The City of Pueblo was excited to have this addition to their parks program and the community is very pleased with the outcome!

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



### Kingdom Park Skate Park

**Owner:** Town of Breckenridge, CO

**Contact:**

Michael Barney - Project Manager  
 Director of Recreation & Facility Mgmt.  
 (970) 547-7882  
 michaelb@townofbreckenridge.com

**Size:**

18,000 square feet  
 Pool, Bowl, Snake Run, Beginner Bowl &  
 Street Course

**Skate park completion:** 10/8/14

**Design-Build Contract**

**Skate Park Design:** \$23,700  
 Skate park design

**Skate Park Construction:** \$553,229  
 Site work and skate park construction

In 1999, Team Pain designed and built the original skate park in Breckenridge, Colorado. After 15 years, the City of Breckenridge decided that their continuous growth in population called for a larger and updated skate park, so they brought us in to do the job. The new and improved skate park is designed to suit all generations and disciplines of skateboarders. There are multiple bowls which are intended for different skill levels but yet can be fun for anybody to engage in. The largest of the 3 bowls is the "Competition Bowl". This bowl features multi-levels of rounded hips that allow for big airs and transfers. The second bowl is more beginner friendly. This bowl has a small/mellow mini-ramp section that branches off into a medium sized bowl corner with multiple additions that make for endless options of fun obstacles to learn tricks on. The third bowl is the "bonus bowl". From an outsider's perspective, this bowl

may appear to be an actual swimming pool because that's where the inspiration came from. It has the same features as a swimming pool such as the tile, drains, pool light, shallow end staircase and pool coping, we just made it more functional for skaters. There is a snake run that incorporates hips, spines, banks, moguls, quarter-pipes, volcanoes and just about every other natural shape of speed boosting terrain that you can imagine. The street course is packed full of stairs, ledges, manual pads, hand rails, flat bars, pole jam, hubbas, pyramids, quarter pipes, banks, hips, granite handrails and much more. One feature that really stands out in the street course is an actual historic mining cart from the late 1800's that was donated from the City Of Breckenridge to incorporate within the design. Today, this park is a well rounded and unique facility for all to enjoy.



## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



### Mehaffey Skate Park

**Owner:** City of Loveland, CO

**Contact:**

Amber Rathert - Project Manager  
ECI Construction Management  
(970) 669-6291

**Size:**

15,000 square feet  
Pool, Snake run, Bowl and  
Street Course

**Skate park completion:**

9/19/14

**Design-Build Contract**

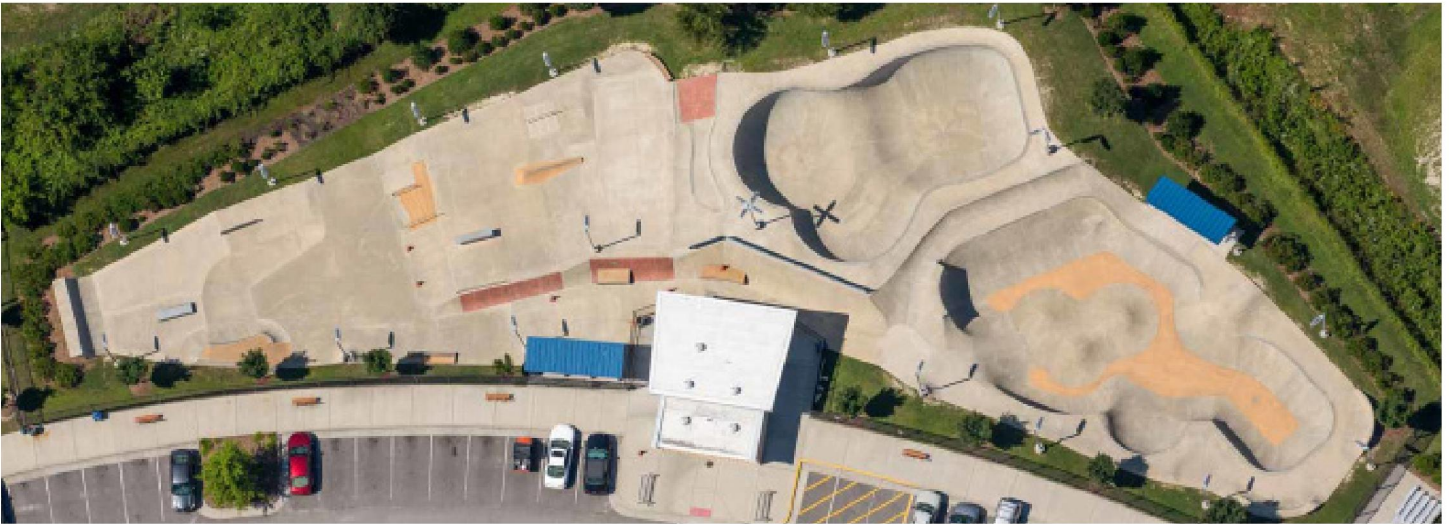
**Skate Park:** \$375,777  
Skate park concept & skate park  
construction

The City of Loveland, Colorado went out to bid for the design and construction of a skate park with a specific concept already developed by the community. Located at Mehaffey Park; it is just one small part of a large master planned community park that totals over 69 acres in size. The land was originally purchased by the City of Loveland from the Mehaffey family in 1997, with the Master plan finally being approved in September of 2012.

Our team was awarded the bid to finalize the community's design concept and subcontracted by ECI to construct the skate park. The community requested creative elements to make their skate park unique. They wanted some sort of "skateable tree", so our team created a skateable concrete tree stump using various tools to define the shape and applied acid stains to resemble a natural tree stump running along the snake run.

The skate park is approximately 15,000 sf in size and is composed of a real skateable backyard pool. A snake run style bowl that boasts hundreds of carve lines, grind able pool coping, along with many moguls, corners, hips and roll-in options. Additionally, there is a street course with many ledges, embankments and rails that are combined and configured in such way that each skater can get as creative as their abilities allow while maintaining flow throughout the park. As with most Team Pain skate parks, the street course has many different textures, such as concrete, granite and steel to truly challenge the users and entertain them indefinitely. The Mehaffey Skate Park is a multi-level, multi demographic skate park that will champion the beginner skater as well as the seasoned professional. Colorful, creative and an obvious destination skate park that is sure to become one of Colorado's must visit skate parks!

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



### 2013 Honor Award - Virginia Beach Planning Commission Design Award Program

#### Williams Farm Skate Park

**Owner:** City of Virginia Beach, VA

**Contact:**

Brian S. Solis - Planning, Design & Development Administrator  
Phone: 757-385-1109  
bsolis@vbgov.com

**Size:**

25,000 square feet  
Pool Bowl, Flow Bowl & Street

**Skate park completion:** 8/12

**Design-Build Contract**

**Skate Park:** \$509,345  
Skate park design, public input & skate park construction

Virginia Beach has always been a mecca for skateboarding since the early 1980's. It was the first City in the U.S. to provide skate parks containing vert ramps to hold national competition events. Today, with the City wanting to improve on the skate park scene by providing a more modern regional skate park facility that was large enough to hold events, they chose the Williams Farm location to develop a new recreational sports center to include a brand new skate park. Team Pain was awarded the design/build contract for the skate park portion, while a GC provided the overall site improvements. Since we were already familiar with the local professional skaters, we went right to work on designing the new facility. At the public input meetings the locals were very knowledgeable and vocal about what they wanted. Requests for an 11 1/2 foot deep competition bowl, a flow bowl and a solid street skating area were the most popular

elements requested. We were able to accommodate their wishes and fit the design into the boomerang shaped site. We were also able to add colored concrete and granite elements to the rideable features.

The competition bowl has 3 different depths with pool coping and accent tiles, 2 pointed hips and a large round "hip to transition" feature between the 2 deep ends of the bowl. The flow bowl area has various transition sizes that blend into a big bank with moderately loose corners. With a set of 3 moguls at the flat bottom, a rider can easily pump their way around every inch of the bowl. The street area has a good mix of handrails, ledges, China banks, flat bars, grass gap and granite elements.

Before opening day, resident and professional skateboarder, Sergi Ventura tested the park and was grateful to have this park in his hometown along with the locals who said it was one of the best skate parks on the east coast. We couldn't be happier to be a part of Virginia Beach's new skate park.

## HIGHLIGHTED CONCRETE SKATE PARK PROJECTS



**Voted "Best Skate Park in Colorado 2012, 2014, 2015 & 2018" by the Denver Westword Newspaper**

### Arvada Skate Park

**Owner:** City of Arvada, CO

**Contact:**

Mike Lee - Manager of Urban & Park Design  
(720) 898-7390  
mike-l@arvada.org

**Size:** 42,000 square feet  
Street Plaza, Snake Run, Pool,  
Bowls, Beginner Flow Bowl, and Sculptural  
Elements

**Skate park completion:** 12/30/11

### Design-Build Contract

**Skate Park:** \$1,030,000  
Skate park design concept, public input &  
skate park construction

The City of Arvada, Colorado wanted to provide a well rounded destination skate facility containing elements for all levels & types of skating for their community and beyond. The City awarded the design build project to Team Pain who worked with an engineer and landscape architect on the project. Team Pain provided community input meetings and conceptual skate park designs and performed the specialty skate park construction of the destination 42,000 square foot facility under a general contractor who performed the site work and amenities. With the City's budget, Team Pain was able to accommodate every wish including many first ever sculptural elements

and the use of granite, acid staining, colored concrete, brick stamping and the use of boulders throughout. This park not only accommodates every level of user, it also provides areas for spectator viewing.

The skate park contains: a large multi level snake run, 1 large bowl, 1 intermediate bowl, beginner area, street obstacle and plaza sections throughout including sculptural features like the "egg shell", round stacked manual pads, "leaf" bank features, granite pieces, ledges, step ups, rails, large stair set, benches, jersey barricades, brick stamped china bank, flat bar, pyramid hip, grass gap, and much more. This is truly a destination skate park for all to enjoy.

**HIGHLIGHTED LANDSCAPE ARCHITECT PROJECTS**

**Belmont Village**  
Philadelphia, Pennsylvania



As lead designer with his former firm MDLA, Mathew Davis worked with the non-profit Community Design Collaborative to develop the streetscape improvements, traffic calming measures, and storm water mitigation. Mat improved pedestrian areas and allowed a safer corridor for the population living in the neighborhood. Mat worked with the local community organization in public meetings and forums to both understand the community and provide design solutions that slow traffic, support pedestrian and bike circulation through the area, while passively mitigating rainwater in a storm event.



Heid Segall Levi, Director of Design  
Community Design Collaborative  
1218 Arch Street  
Philadelphia, PA 19107  
215.587.9290 ext. 111  
heidi@cdesignc.org

HIGHLIGHTED LANDSCAPE ARCHITECT PROJECTS

Tatnall Square  
Macon, Georgia



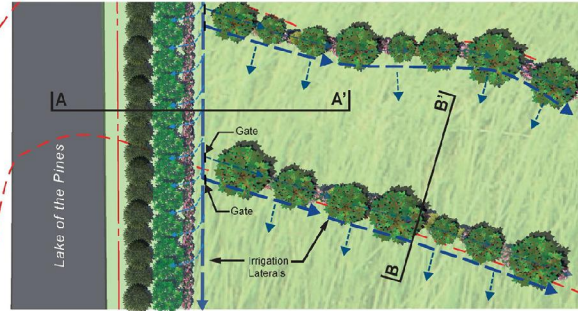
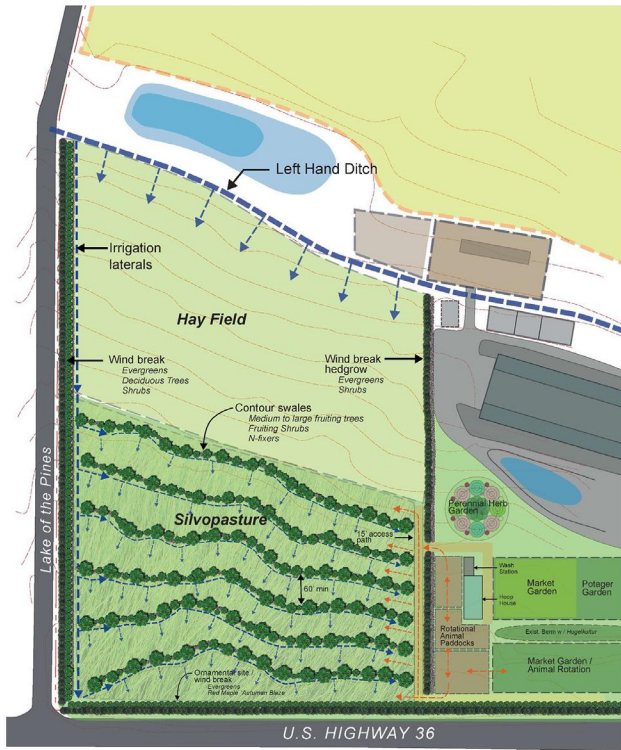
Mathew Davis, at his former firm MDLA, provided the design for Tatnall Square as part of the Master Plan for Macon, GA. Working with Interface Studio, the focus of the project was to link the downtown Macon to Mercer University through a series of green spaces, parks, and designated bike routes. The design objective for Tatnall Square was to create inviting entry points and street scape improvements to draw users into the park interior. The Master Plan was part of a community effort that emerged from those who live, work, and study in and around the downtown area. The design process involved multiple public design forums and charrettes, and other community based action events around the City of Macon.

Scott Page, Principal  
Interface Studio  
340 N 12th Street #419  
Philadelphia, PA 19107  
215.925.5595  
scott@interface-studio.com

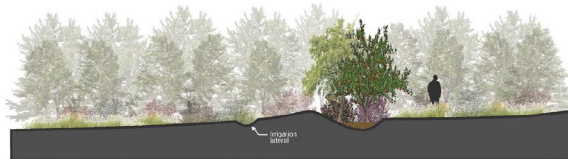


# HIGHLIGHTED LANDSCAPE ARCHITECT PROJECTS

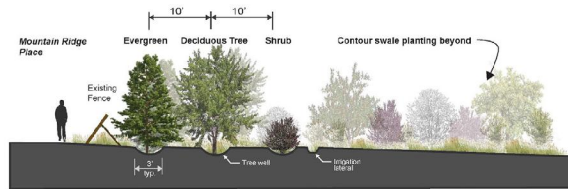
## Allen's Farm Property Boulder County, Colorado



DETAIL PLAN - WIND BREAK + SILVOPASTURE CONTOUR SWALE  
1" = 10'



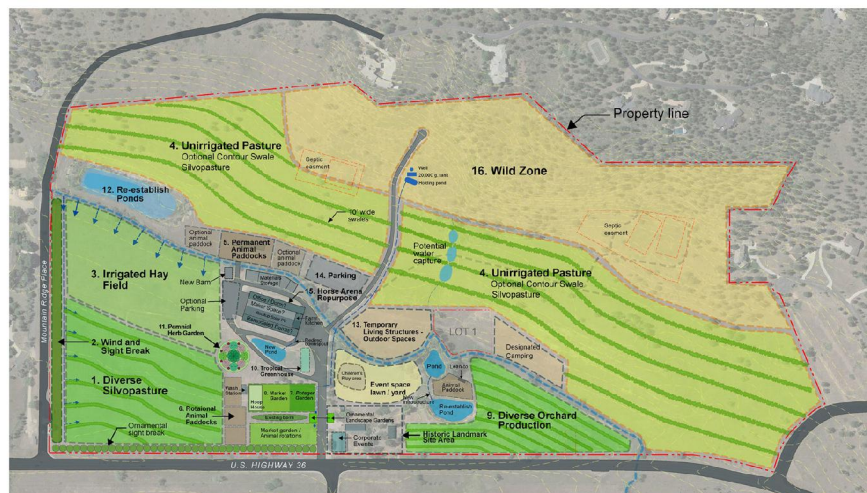
SECTION B - B' THROUGH CONTOUR SWALES  
1/4" = 1'-0"



SECTION A - A' THROUGH WIND BREAK  
1/4" = 1'-0"

Mathew Davis, in his former firm as Mathew Davis Landscape Architect, provided site design and horticultural consulting for a sustainable agriculture project at the historic Yellow Barn farm in Boulder County. This property, formerly Allen's Farm, was founded in 1860 when Alonzo N. Allen moved his partially completed cabin from east of Boulder to the St. Vrain valley. The owners desired to revitalize this land for low-scale, high-quality organic food production, community building, and sustainability education. Under Mat's guidance, and in collaboration with Drylands Agroecology Research, they provided with innovative regenerative farming techniques, including silvopasture, contour orchard swales, rotational grazing, and vegetative windbreaks. Within 5 -7 years the trees and shrubs will produce an abundance of fruit for human consumption, as well as high quality forage for livestock. Under Mat's direction, and with help from volunteers over the course of 4 days, the farm has planted over 3500 trees.

Nick DiDomenico  
Drylands Agroecology Research  
12191 North Foothills Hwy  
Longmont, CO 80503  
(303)880-2765  
nick@dar.eco



## STRATEGY AND IMPLEMENTATION PLAN

It is our understanding the City of Grand Junction would like to retain the services of a qualified, professional team to facilitate community engagement and receive feedback identifying a preferred conceptual design plan for Emerson Park to be completed by August 15, 2023. The design team is to work with the City Forester to provide creative solutions for preserving the mature trees and maintaining the canopy within the site. This information will be the basis for developing a conceptual landscape plan and destination skate/wheel park conceptual design, to include an estimation of probable construction costs for Emerson Park.



Team Pain's extensive experience in design and construction of skate park facilities and the addition of Landscape Architects, Clauson Rawley will enable our team to bring valuable and creative insight regarding design functionality all within the Community's participation and the City's overall direction, budget and time line. We will continuously self perform critical areas of each phase and communicate to City staff via in person meetings, phone/video conferences, and email communications. Reviews with stakeholders and team will ensure the overall integrity of the final product is achieved.

The following illustrates our approach for this project:

**Project Manager & Lead Skate Park Designer** - Tim Payne, Founder & President of Team Pain Skate Parks, with over 30 years of skate park experience, will have the overall responsibility for the management and design outcome of the Skate/Wheel Park and Landscape Project. He will oversee Team Pain staff members and collaborate with the team's sub consultants, Landscape Architect's Stan Clauson, Mat Davis and Britni Johnson and Civil Engineer, Daniel Madruga during the entire design phase process. Tim will lead the public engagement meetings, provide the Skate Park conceptual design and preliminary costs estimates for the skate park to ensure the final design is developed in relation to the community's design input and final direction from the Owner.

**Landscape Architecture** - Mathew Davis with Clauson Rawley Associates, has over 30 years experience as a landscape architect, urban designer and architect with projects across the U.S. and overseas. Mathew will provide site analysis, community engagement, review of the area's local park amenities, work with Team Pain to produce the conceptual and schematic park/landscape design and provide preliminary cost estimates for the landscape features.

**\*Engineered Plans & Specifications** - Daniel Madruga of Atwell is a Colorado Licensed Civil Engineer with over 22 years experience designing commercial and recreational facilities, including (10) Colorado skate park projects with Team Pain. \*Should our team be selected for the future Design-Build Phase, Daniel will develop the construction plans and produce the skate park technical specifications. He will design the overall site utilizing the survey of existing conditions, geotechnical reports and utility locates, as well as, ensure proper slopes for effective drainage. He will work in close coordination with Team Pain, Clauson Rawley and Owner staff to set the skate park into the site in order to develop the construction plans and submit for review milestones.

## STRATEGY AND IMPLEMENTATION PLAN

**KICK OFF MEETING** - Our team will meet with City staff to review the scope and fully understand what the needs and wishes are for the new site and skate park facility. This kickoff meeting will enable us to understand the full details that may not have been detailed previously. Meeting topics will include:

- Lines of communications
- Discuss the team's initial analysis of the site
- Desired outcomes
- Detailed review based on overall budget, schedule, current site plan, supporting amenities, existing trees, landscaping, lighting, safety, access and adjacent structures
- Discuss details on current budget and future funding resources
- Discuss opportunities for value engineering in order to provide the most square footage for the skate/wheel park
- Coordinate social media campaign to market public outreach program for users and community
- Time lines for design reviews and approvals

**RESEARCH & ANALYSIS** - We will evaluate all existing site opportunities and constraints including it's features, parking, drainage, existing tree locations and other perimeters that may influence the design in order to prepare for planning. During the initial Phase, our team will assemble a site plan of existing conditions based on current information, including:

- Site topography, existing utilities, irrigation, existing structures surface materials, inventory of existing vegetation
- Parking opportunities, pedestrian and bicycle circulation
- Identify site opportunities and constraints

Our team will work with the City Forester to define protection and preservation standards for existing, mature trees for inclusion into the overall design. We will also explore various opportunities for project theme and character to bring cohesiveness to the site and skate/wheel park.

**COMMUNITY ENGAGEMENT** - We have many years experience facilitating the public engagement process and believe public participation is an important aspect to skate park design development. This allows the user community to get involved and provide feedback on the various types of elements and features within the skate/wheel park, in addition to, meeting the needs of the local area, maximizing citizen involvement and pride of ownership with the completed facility. From the information received during the kick-off and initial research and analysis phase, our team will develop a Powerpoint Presentation for the first community forum showing preliminary ideas and examples of past skate park projects as a starting point, to gather all ideas, suggestions and concerns to ultimately gain an understanding of how to proceed with the conceptual design for Emerson Park.



We will prepare community outreach flyers and post through all social media platforms, with our 44k+ Instagram followers and 61k+ Facebook followers, to easily bring awareness of the public engagement forums. Our team will also reach out to the areas action sports retailers to share the flyers for additional distribution to the community and to City staff for the City's media use.

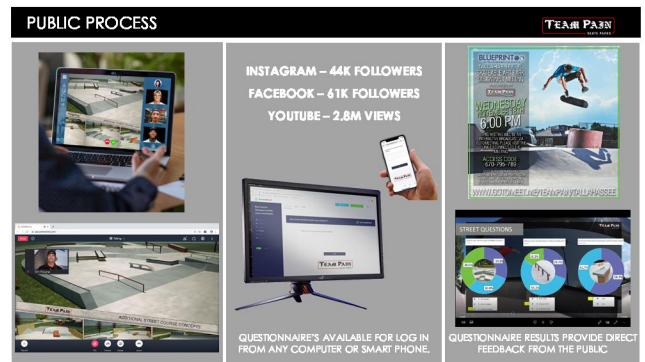


## STRATEGY AND IMPLEMENTATION PLAN

During the community engagement forum, we will address the following:

- Project overview & team's analysis of the existing site
- Review existing tree locations that will be incorporated into the design plan
- Listen to the community's wants, needs and concerns to determine the most favorable features and amenities to be implemented into the overall design
- Review the various wheeled sports disciplines and skill levels with the users
- Distribute input forms to the users to receive written feedback of the wants and needs for the skate park features and various amenities

We will provide a URL link to the public forum and throughout the presentation, participants can simultaneously type questions and make comments. A Team Pain panelist can answer these questions in real time, and we can open the microphone for individuals who ask to speak at the end of the meeting. After the Q&A session is completed, we present all attendees with a URL to a survey/questionnaire. We then upload the meeting to YouTube so anyone that was unable to attend the meeting can view it later and fill out the survey link in the video. The survey will ask in-depth questions about what types of various features and amenities are desired in the new park plan, in order to refine the conceptual design. Typically, we leave the online survey/questionnaire open for one week. At the end of the week, we will process all the information and turn it into a full report with easily viewable graphs.



**REVIEW & ESTIMATING** - With all of the information gathered from the Kick-off Meeting, Research and Analysis phase and first Community Engagement forum, our team will develop a report with the graphs and review the findings with City staff and stakeholders. We will also formulate additional park amenities desired for Emerson Park, including but not limited to:

- Parking
- Pedestrian access and circulation
- Seating
- Lighting
- Additional plantings
- Other passive and active park uses

Accurate estimates during this phase will allow the City to make decisions with an understanding of cost and schedule impact, assuring budget and time lines are met. Early design and cost integration during this phase will create the opportunity for value engineering prior to finalizing the conceptual design. Our team will provide a probable cost estimate for each scope of work for the project and identify and review all budget considerations.

**CONCEPT DESIGN DEVELOPMENT** - Our team will develop an overall conceptual framework design for Emerson Park incorporating a draft layout of the Skate park with preliminary dimensions, site furnishings, and plantings to present to City Staff and stakeholders. Upon the City's final direction, we will make all necessary adjustments to produce a rendered concept and detailed schematic design, incorporating skate park layout and features, existing mature tree canopy, other park amenities including circulation, access and parking, site furniture, planting design, lighting, surface and paving materials. We will also develop a probable cost estimate for the entire project. Once City staff approve the final concept, we will produce the rendered graphics of Emerson Park. We will then present the final rendered schematic design of Emerson Park to the public at a Final Public Presentation.

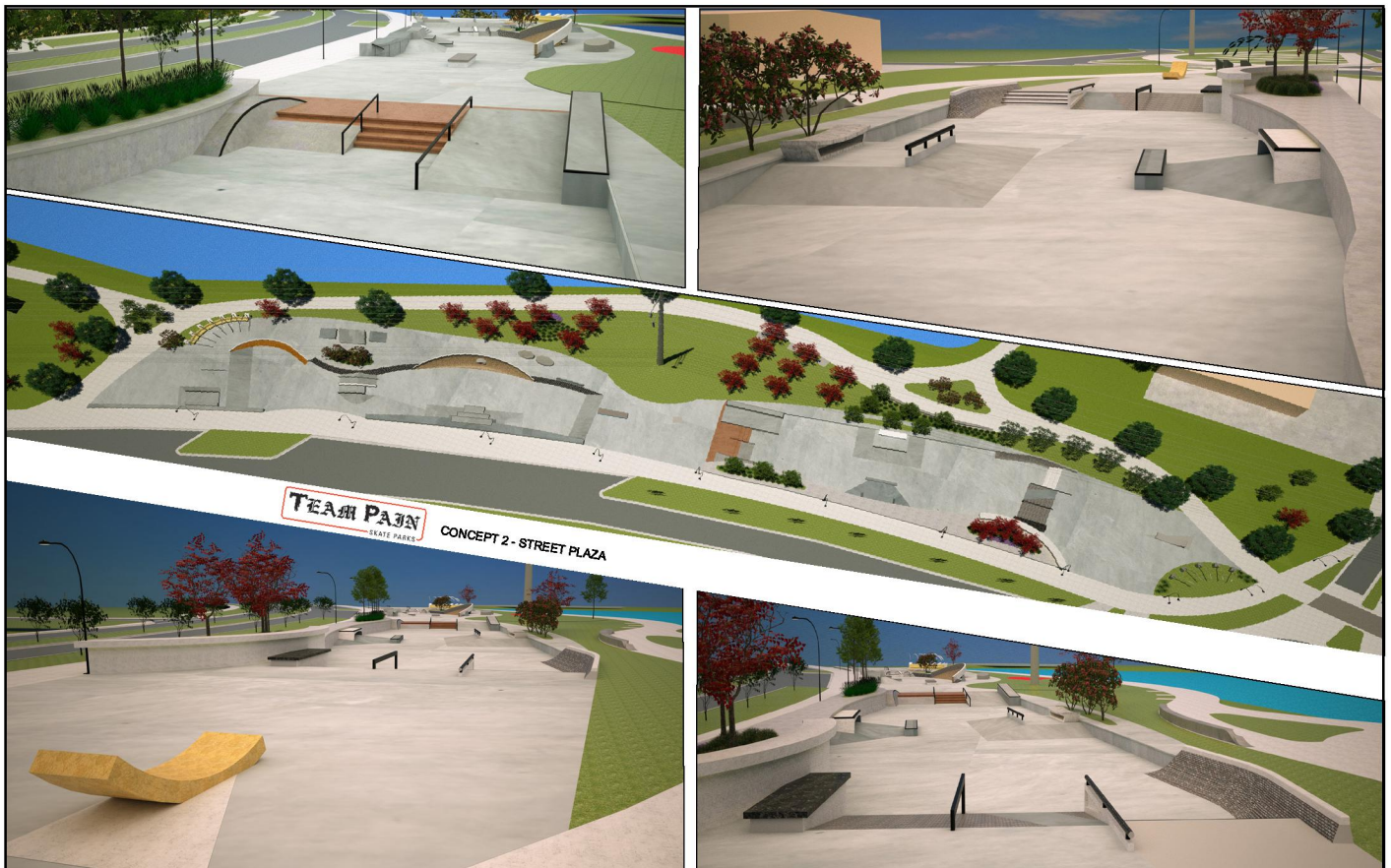
## STRATEGY AND IMPLEMENTATION PLAN

**FINAL PRESENTATION** - We will again prepare a final presentation flyer to post through all social media platforms and reach out to the area's action sports retailers to share the flyers for additional distribution in the community and provide the City of Grand Junction with the final rendered concept for the City's media use.

Our team will review the conceptual design plan with the community in a 3-D fly through model, showing the different angles and levels of the concept and site layout, so that all parties can view the program, allowing for comments and input. Our team will reveal the findings from the first community forum and explain all aspects of the conceptual design for Emerson Park. We will go over in detail our thought process for access, entrances, walkways, visual view areas, beautification and landscaping, lighting, and safety concerns and explain all of the skate/wheel park features, in detail, with a call out sheet identifying each of the rideable elements contained within.

At the end of the presentation, we will answer any questions and receive any final input from the participants. We will distribute a second survey covering any additional comments and questions regarding the satisfaction of the meeting format and final conceptual design work for Emerson Park. The meeting will again be posted on Youtube for a limited time period for the community to review and complete the online survey. We will then develop a report and review with City staff and stakeholders to reach a final consensus for the project.

### EXAMPLE - TEAM PAIN SKATE PARK CONCEPTS

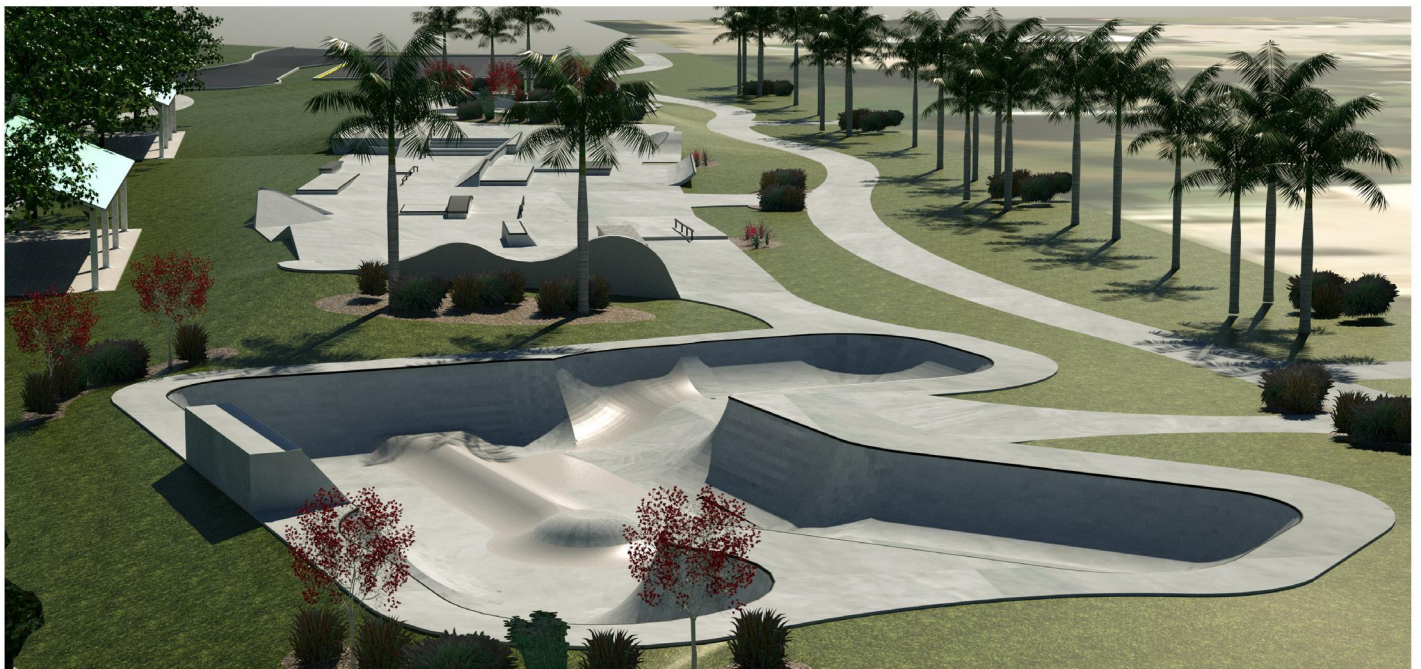


# STRATEGY AND IMPLEMENTATION PLAN

## EXAMPLE TEAM PAIN SKATE PARK CONCEPTS



## EXAMPLE TEAM PAIN SKATE PARK CONCEPTS



# PROJECT SCHEDULE

★ City's anticipated timeline	APRIL				MAY				JUNE				JULY				AUGUST					
	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28
	<b>EMERSON PARK CONCEPTUAL DESIGN PLAN</b>																					
★ Project Award	■	■																				
★ Contract and Notice to Proceed	■	■																				
Kickoff Meeting with City		■	■																			
Meet with City Forester		■	■																			
2 Week Advertisement for Public Forum 1			■	■																		
Gather All Current Site Info for Public Forum			■	■																		
1st Public Forum Meeting					■																	
★ Public Input Review with City						■	■															
Begin Conceptual Design Work						■	■															
2 Week Advertisement of Public Forum 2								■	■													
2nd Forum Meeting										■												
★ Public Input Review with City										■	■											
Update and Continue Concept Work										■	■	■										
Review Concept Layout & Costs with City											■	■										
Finalize Concept Design												■	■	■	■	■	■					
★ Final Concept Approval																		■	■			



City of  
Golden | PARKS AND RECREATION

GOLDEN COMMUNITY CENTER  
1470 10<sup>th</sup> ST. GOLDEN, CO 80401  
TEL: 303-384-8100  
FAX: 303-384-8001  
WWW.CITYOFGOLDEN.NET

February 22, 2023

Dolly Daniels, Senior Buyer  
Ken Sherbenou, Director of Parks and Recreation  
City of Grand Junction, Colorado  
250 N. 5<sup>th</sup> Street  
Grand Junction, CO 81501

Reference For: Team Pain Enterprises Inc. - Design of Emerson Park Landscape Site Plan and Skate Park RFP

Dear Dolly and Ken,  
Hope this correspondence finds you healthy and happy!  
This letter serves as reference for Team Pain Enterprises Inc. The City of Golden, Colorado selected Team Pain for the construction of an approximately 20,000 square foot, design build Skate Park. The project was completed in the fall of 2016 with a grand opening in April of 2017.

We interviewed six firms for the project. Team Pain was chosen because we were impressed with the projects they had completed in Colorado, their local references, the availability of their staff who live in the area, and the connection we felt with their team.

This firm related well to the skating population of our community, especially in public design meetings. They were responsive to concerns and suggestions. We had good communications with office staff and their onsite supervisors. The location of their main office in Florida was not a barrier to the project. We had minimal change orders and were impressed with the good quality of construction.

Team Pain provided a good product and were flexible to our needs and circumstances. We would work with this contractor again. Over all they did a great job and gave us an awesome park that our patrons love.

Best wishes with your proposed project!  
Please feel free to contact me directly should you have further questions or concerns.

Sincerely,

Rod Tarullo  
Director of Parks, Recreation, and Golf



*National Gold Medal Winner*

*CAPRA Accredited*



**City of Tallahassee**  
Your Own Utilities™

#1 Public Utility  
in America

Underground Utilities & Public Infrastructure | 300 S. Adams St., Box A-18 Tallahassee | FL 32301 | 850-891-4968

February 21, 2023

To Whom it may concern,

This letter is a letter of reference and recommendation for Team Pain Enterprises, Inc. Skatepark design and build company.

Team Pain designed and constructed the FAMU Way Skateable Art Park located in Tallahassee, FL for the Blueprint Intergovernmental Agency (Blueprint). This specialty skateable art park was programmed and advertised to be a unique destination for local and regional skateboarding community. Team Pain's ingenuity, workmanship and level of care for their client and skateboarding community resulted in a product that far exceeded expectations. Through their extensive social media platform with over sixty thousand followers, this iconic, beautiful park that was completed in June 2022, is already recognized as a trip destination throughout the entire United States. I've personally met users from Oregon, Pennsylvania and Colorado just in the first few months of opening. The park has also just recently been a spotlight for a Red Bull event and continues gaining national attention daily. The City of Tallahassee couldn't be happier with the product and the results.

The request for proposals (RFP) was extremely lengthy and detailed including the complexity of the site and the specificity of the desire for the skatepark to also be public art. The proposal from Team Pain was the only submittal that clearly addressed all elements of the RFP and was done so in exceptional form. It was evident that they spent an extensive amount of time and effort in preparation at their own expense. (There was no stipend allowed for submittals). They were easily selected unanimously by the selection committee.

Team Pain's public outreach was unique and utilized current online social media technologies resulting in an input that was garnered from a vast number of users. The complexity of the project required Team Pain to go even outside of their normal realm, and they stepped up to the challenge remarkably. Permitting was challenging and lengthy causing monthly setbacks and they never filed an intent to claim delay. The artistic element was subjective and scrutinized and they worked endlessly with City representatives to finalize the best possible product. I'm continually impressed with the patience and ingenuity of Team Pain's project management team. And their construction crew was hands down the most dedicated bunch I've ever seen on any site. As good as the design and project management team are, I believe that the construction is where a lot of the magic happens. This is 100% because the crew is comprised completely of skateboarders who throughout their construction careers have honed to perfection the selection, spacing and placement of features, forming, placing and finishing of concrete, and numerous other details. They take great pride in their work, because they love what they do, they love the connection with the local community, and they love to see the creativity that comes from the park users in the many years after they've completed the project. And they ride what they build.

I can't say enough about Team Pain. They really are dedicated to the work as a labor of love. And it shows. If you have any questions or would like more information, please reach out.



Roger Cain, P.E., Program Engineer  
City of Tallahassee, Underground Utilities and Public Infrastructure  
850-491-8721 | [roger.cain@talgov.com](mailto:roger.cain@talgov.com)

February 21, 2023

To Whom it May Concern,

TEAM PAIN designed and built the Thomas J. Slocum Memorial Skate Park in Thornton. I am writing to provide a reference for Team Pain. I served as the project manager for the City of Thornton, for the duration of the project. We initiated the project in 2020 to replace an older 16,000 SF skate park. The outcome is very popular 22,000 SF skatepark, which has received excellent reviews online and favorable media. It is by far the best skatepark in Thornton, and arguably the best new park in Colorado.

The project was completed in the fall of 2021 with a grand opening in spring of 2022. Team Pain was chosen amongst their competitors because their preliminary design came closest to matching the design criteria in our RFP. We were encouraged that they had already completed many projects in Colorado, so they had experience with our harsh weather conditions and labor market. Team Pain managed subcontractors doing excavation, irrigation, and landscape, while their own workers created the forms in the skatepark.

Team Pain lead two lively public outreach meetings which were very successful and helped build community support for the project. They were responsive to helping us achieve our project goals. Working closely with the project managers and foremen, we were able to overcome various challenges in the construction phase. The project came in right on budget, with minimal change orders. Looking back, the initial vision provided in the RFP process is very close to what was constructed.

The Slocum Memorial Skatepark is actually the third park Team Pain has been involved with in Thornton. So we are 'repeat customers' and would highly recommend them to other municipalities. Feel free to call me with any questions about their performance. I would encourage you to check out the media that came from this project.

<https://303magazine.com/2022/03/thomas-j-slocum-memorial-skatepark/>

<https://www.denver7.com/news/digital-originals/thomas-j-slocum-memorial-skate-park-in-thornton-reopens-after-1-5-million-renovation>

Sincerely,

**Andrew Tadross**  
Project Manager – Parks, Planning, and Projects  
City of Thornton  
[Andrew.Tadross@thorntco.gov](mailto:Andrew.Tadross@thorntco.gov)  
720-224-4806

Andrew Tadross

Digitally signed by Andrew  
Tadross  
DN: CN=Andrew Tadross  
Date: 2023.02.21  
13:32:07-07'00'

**SOLICITATION RESPONSE FORM - FEE PROPOSAL****SECTION 7.0: SOLICITATION RESPONSE FORM  
RFP-5189-23-DD****"Emerson Park Landscape Site Plan and Skate Park Design Project"***Offeror must submit entire Form completed, dated, and signed.*1) **Lump Sum Pricing:** \$ 68,500.00**LUMP SUM WRITTEN:** Sixty-eight thousand five hundred Dollars.

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*The Owner reserves the right to accept any portion of the Work to be performed at its discretion. Depending on budget, Task 1, or any other component for that matter, may only be performed at this point in time.*  
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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 firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide Services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the 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 Firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies it is 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. 98-03544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 3.

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

Team Pain Enterprises, Inc.

Company Name – (Typed or Printed)

Tim Payne  
Authorized Agent Signature

890 Northern Way Suite D1

Address of Offeror

Winter Springs, FL 32708

City, State, and Zip Code

Tim Payne

Authorized Agent – (Typed or Printed)

407-366-9221

Phone Number

tim@teampain.com

E-mail Address of Agent

Date

2/27/23



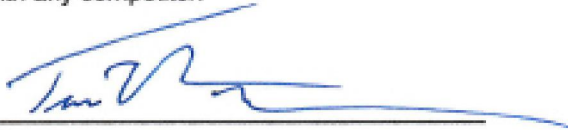
**SOLICITATION RESPONSE FORM - FEE PROPOSAL**

The undersigned Bidder proposes to subcontract the following portion of Work:

<u>Name &amp; address of Sub-Contractor</u>	<u>Description of Work to be performed</u>	<u>% of Contract</u>
Clauson Rawley Associates	Landscape Architecture	45%
400 N. Main Street Suite 203		
Aspen, CO 81611		

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

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



Team Pain Enterprises, Inc.

*CONFIDENTIAL*  
*DISCLOSURE*







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2023

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.

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.

PRODUCER: Jean Arthur Associates, Inc.
INSURED: Team Pain Enterprises, Inc.
CONTACT NAME:
PHONE (A/C, No, Ext): (407) 699-9930
FAX (A/C, No): (407) 699-5626
INSURER(S) AFFORDING COVERAGE: INSURER A: United Specialty Insurance Company, NAIC #: 12537

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, Equipment Floater, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Regarding: RFP-5189-23-DD Design of Emerson Park Landscape Site Plan and Skate Park.

CERTIFICATE HOLDER CANCELLATION

City of Grand Junction
910 Main Street
Grand Junction, CO 81501
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: Malinda Jones

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE:

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided that the "bodily injury", "property damage" or "personal & advertising injury" first occurs subsequent to the execution of the contract or agreement.	All locations where your ongoing operations are performed for any additional insured as specified in a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products – completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations where "your work" was performed for any additional insured as specified in a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

Any person or organization whom you are required to waive any right of recovery under a written contract executed prior to the occurrence which results in bodily injury or property damage under Coverage A, or the offense which results in personal and advertising injury under coverage B.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions:** We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

- 1.  Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Premium: **1.50%**

- 3. Minimum Premium: **\$250.00**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 05/28/2022  
Insured  
Team Pain Enterprises, Inc

Policy No. AVWCAL3094452022 Endorsement No.  
Premium

Insurance Company  
AMERICAN INTERSTATE INSURANCE COMPANY - 24759

Countersigned by \_\_\_\_\_