

NOTICE TO PROCEED

Date: August 11, 2023

Contractor: Clarke & Co., Inc.

Project: Design Build Dos Rios Riverfront Improvements RFP-5175-23-DD

In accordance with the Contract dated <u>July 20, 2023</u>, the Contractor is hereby notified to begin work on the Project on or before <u>August 21, 2023</u>.

The date of final completion as determined is <u>December 31, 2023.</u>

CITY OF GRAND JUNCTION, COLORADO

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Dolly Daniels, Senior Buyer	_

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor:	Clarke & Co. Inc
Ву:	Docusigned by: Wacey Clarke
Print Name:	Wacey Clarke
Title:	President
Date:	8/17/2023



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this <u>20th day of July 2023</u> by and between the <u>City of Grand Junction</u>, <u>Colorado</u>, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Clarke & Co., Inc.</u> hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as <u>Design Build</u> <u>Dos Rios Riverfront Improvements RFP-5175-23-DD.</u>

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

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

ARTICLE 1

<u>Contract Documents</u>: 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:

- The body of this Contract Agreement
- Negotiated Proposal (including E-Mail correspondence
- Solicitation Documents for the Project; **Design Build Dos Rios Riverfront Improvements RFP-5175-23-DD**
- Notice of Award
- Contractor's Response to the Solicitation
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

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

ARTICLE 3

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

ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the Negotiated Amount of Two Hundred, Forty-Nine Thousand, Nine Hundred, Ninety-Five and 00/100 Dollars (\$249,995.00). If this Contract contains unit price pay items, the Contract price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

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

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as

completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. Thirty (30) days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a Sub-Contractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

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

ARTICLE 7

<u>Contract Binding:</u> The Owner and the Contractor 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 Contractor and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

<u>Severability:</u> 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 Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO	
DocuSigned by:	

By: Duane Hoff Jr. 7/25/2023

Duane Hoff, Jr. Contracts Administrator Date

Clarke & Co., Inc.

By: Wacey Clarke	7/25/2023
Wacey Clarke President	 Date



NOTICE OF AWARD

Date: July 20 2023

Company: Clarke & Co., Inc.

Project: Design Build Dos Rios Riverfront Improvements RFP-5175-23-DD

You have been awarded the City of Grand Junction Contract for the Design Build Dos Rios Riverfront Improvements for a lump sum fee of \$249,995.00

Please notify Ken Sherbenou, Parks and Recreation Director at 970-254-3881 or kensh@gicity.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 Ir.

Duarre Hoff, Dr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Clarke & Co. Inc

- DocuSigned by:

By: Wacey Clarke

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Title: President

Date: 7/25/2023



Request for Proposal RFP-5175-23-DD

Design-Build Dos Rios Riverfront Improvements Project

RESPONSES DUE:

February 15, 2023 Prior to 2:00 PM MST

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

https://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 <u>MUST</u> 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@gicity.org 970-256-4048

REQUEST FOR PROPOSAL

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1.	Landscape Architecture Package for Riverfront Improvements from NVIZ: 100% Design
	http://trimview.gjcity.org/?=SOLDOC/25335 See Below
2.	Utility As Builts of Dos Rios http://trimview.gjcity.org/?=SOLDOC/25336 See Below
3.	Dos Rios Grading Plan http://trimview.gicity.org/2=SQLDQC/25337 See Below

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Contractor's responsibility to read and review all solicitation documentation in its entirety, and to ensure that 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

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 Contractors specializing in earthwork and riverfront improvement to work in the new Dos Rios Development in Grand Junction. The construction shall be in harmony with the landscape designs as provided in this RFP.
- 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 January 31, 2023, 2pm at the 2601 Dos Rios Drive, Grand Junction, CO. Nothing stated during the site visit meeting will modify the solicitation. Only information provided in an addendum can modify the solicitation.
- **1.4 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 his authorized representative.
- **1.5 Compliance:** All Offerors, by 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 <u>Purchasing</u> Policy and <u>Procedure Manual</u> is contracting.

1.7 Submission: See Section 5.0 for Preparation and Submittal Terms. Proposals shall be formatted as directed in Section 5.0. Submittals that fail to follow this format may be ruled non-responsive.

Proposal Opening Dos Rios Riverfront Improvements Project RFP-5175-23-DD

Feb 15, 2023, 2:00 – 2:30 PM (America/Denver)

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

https://meet.goto.com/339361077

You can also dial in using your phone.

Access Code:

339-361-077

United States:

+1 (408) 650-3123

Join from a video-conferencing room or system.

Meeting ID:

339-361-077

Dial in or type:

67.217.95.2 or inroomlink.goto.com

Or dial directly:

339361077@67.217.95.2 or 67.217.95.2##339361077

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 Offeror shall be removed from future solicitations.
- 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. Offerors shall acknowledge receipt of all addenda in the 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 section titled "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, its 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, its representatives and interested persons may be present. Only the name(s) and business address of the Offeror(s) 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 the Letter of Interest of Cover Letter together with the 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 of 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 Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, Services and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.
- 2.3. Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, fees and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, Contractor shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Purchasing Agent, Contractor shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.4. Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of its defective Work.
- **2.5.** Quantities of Work and Unit Price: Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work. The City

does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work including the right to delete any bid item in its entirety or add additional bid items.

- **2.6.** Responsibility for those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Contractor.
- **2.7. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- **2.8. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all the waste materials and rubbish from and about the project, as well as all the equipment and surplus materials.
- 2.9. Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when Owner finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.10. Bid Bond: Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a Bid Bond written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contact is awarded, the apparent successful bidder has ten (10) calendar days to enter into a Contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

Each bidder shall guaranty its total bid price for a period of sixty (60) Calendar Days from the date of the bid opening.

2.11. Performance & Payment Bonds: Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct

business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- **2.12. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.13. Liquidated Damages for Failure to Meet Project Completion Schedule: If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of \$1,200.00 is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

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

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

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

- 2.14. Contingency/Force Account: Contingency/Force Account Work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account Authorization will be directed by the Owner through an approved form. Contingency/Force Account funds are the property of the Owner and any Contingency/Force Account funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account funds, that are not authorized by Owner or Owner's Project Manager.
- 2.15. Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.16. Changes in the Work: The Owner, without invalidating the contract, may order changes in the Work within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the Work or an adjustment in the contract sum or the contract time.

- **2.17. Minor Changes in the Work:** The Owner shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.18. Uncovering & Correction of Work: The Contractor shall promptly correct all work found by the Owner as defective or as failing to conform to the contract documents. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional Services thereby made necessary. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the contract documents without cost to the Owner.
- 2.19. Acceptance Not Waiver: The Owner's acceptance or approval of any Work furnished hereunder shall not in any way relieve the proposer of its present responsibility to maintain the high quality, integrity, and timeliness of its Work. 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.
- **2.20.** Change Order/Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the Contract. All change orders/amendments to the Contract shall be made in writing by the City Contract Administrator.
- **2.21. Assignment:** The Offeror 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.
- 2.22. Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- **2.23. Debarment/Suspension:** The Contractor herby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- **2.24. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- **2.25. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- **2.26.** 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 Contractor. The Contract represents the entire and integrated agreement between the City and the Contractor 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.

- **2.27. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Work proposed and/or performed by the Contractor. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- **2.28. Cancelation of Solicitation:** Any solicitation may be canceled by the Owner or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the Owner.
- 2.29. Contract Termination: The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written Notice of Cancellation stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- **2.30. Employment Discrimination:** During the performance of any Work per agreement with the Owner, the Contractor, agrees to:
 - 2.30.1. 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 Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - **2.30.2.** In all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
 - **2.30.3.** 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.
- **2.31.** Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor certifies that it does not and will not during the performance of the Contract employ Workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or law regulating immigration compliance.
- **2.32. Ethics:** The Contractor shall not accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- **2.33. Failure to Deliver:** In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any and all costs resulting in the purchase of additional Services and materials necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.34. 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.
- **2.35.** Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.
- 2.36. Indemnification: Contractor shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with costs which may be obtained by and/or against the Owner arising out of or under the performance.
- 2.37. Independent Firm: The Contractor 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 Contractor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.38. 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.
- **2.39.** Ownership: All plans, prints, designs, concepts, etc., shall become the property of the Owner and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.
- **2.40. 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.
- **2.41. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any/all suits arising on the grounds of patent(s)/copyright(s)

- infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this Request For Proposal.
- **2.42. 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.
- **2.43.** Expenses: Expenses incurred in preparation, submission, and presentation of a response to this Request For Proposal are the responsibility of the Contractor and cannot be charged to the Owner.
- **2.44. 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 this Contract.
- 2.45. Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. 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.
- **2.46. 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 Offerors. The Owner may or may not, at its discretion, accept future proposals for the same Service or commodities for participants in such collusion.
- 2.47. Gratuities: The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Contractor breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 2.48. OSHA Standards: All Offerors agree and warrant that Services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the Services do not conform to OSHA Standards, the Owner may require the Services to be redone at no additional expense to the Owner.
- **2.49. 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.
- **2.50. Benefit Claims:** The Owner shall not provide to the Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.

- **2.51. Default:** The Owner reserves the right to terminate the Contract in the event the Contractor fails to meet delivery or completion schedules, or otherwise perform in accordance with the Contract. Breach of contract or default authorizes the Owner to purchase like Services elsewhere and charge the full cost to the defaulting Contractor.
- **2.52. 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.
- 2.53. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for 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.

2.54. Definitions:

- **2.54.1.** "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.
- **2.54.2.** The term "Work" includes all labor, materials, equipment, and/or Services necessary to produce the requirements of the Contract Documents.
- 2.54.3. "City" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The terms City means the City or its authorized representative(s). Based on such observations and the Contractor's Application for Payment, the City will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the Contract. The City will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can then be fabricated, installed, or completed. The City will not be responsible for the acts or omissions of the Contract and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.
- 2.54.4. "Contractor" is the person, organization, Firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any

- damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- **2.54.5.** "Sub-Contractor" is a person or organization who has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the contract documents and means a Sub-Contractor or his authorized representative.
- **2.55. 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", a statement of financial interest, before conducting business with the Owner.
- 2.56. Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on Public Works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

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

SECTION 3.0: INSURANCE REQUIREMENTS

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

Contractor shall procure and maintain and, if applicable, shall cause any Sub-contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contractor. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

- (a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.
- (b) General Liability insurance with minimum limits of:

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

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum 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 Contractors owned, hired, or non-owned vehicles assigned to be used in performance of the Work. 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 Grand Junction, its Elected and Appointed Officials, Employees and Volunteers 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 the Contractor. The Contractor 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 Riverfront at Dos Rios is a public-private partnership between the City of Grand Junction and private developer May-Riegler. The Riverfront at Dos Rios is a 58-acre mixed-use development in the heart of the City of Grand Junction near the confluence of the Gunnison and Colorado River. It consists of 16 acres of parks and open space, 10 acres of retail/commercial use and acres of mixed-use development, including residential. The City has completed \$10.9 million in public investment in street and utility infrastructure. The riverfront improvements described with this RFP are a separate project from all of this already completed Work. Also, in early 2023 and into mid 2023 is the splash park project to be constructed adjacent to the riverfront improvements described in this RFP.

The Riverfront at Dos Rios is a significant development along the Colorado Riverfront. As such, the City desires riverfront improvements to improve the aesthetic, public benefit and use and environmental sustainability. The riverfront improvements will enhance the Riverfront at Dos Rios development, which will stimulate economic development. The riverfront improvements will serve the mixed-use development and provide a destination within the regional park, open space, and recreational amenities along the Colorado River. Riverfront improvements will feature prominently Playa Dos Rios, an improved beach area to provide another public recreational amenity.

- **4.2. Project Purpose:** The purpose of this RFP is to obtain proposals from qualified and professional Firms/Contractors with the ability to perform earthwork and riverfront improvements.
- **4.3. Plans & Specifications**. Construction plans and specifications will build upon the landscape plans included in this RFP resulting in construction documents. These 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.

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 January 31, 2023, 2pm at the 2601 Dos Rios Drive, Grand Junction, CO.
- **4.4.2 Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.3
- **4.4.3 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination Freight Prepaid and allowed. Staging area will likely be provided at 750 Calle Rios Dr., Grand Junction, CO 81501.
- **4.4.4 Price:** Pricing shall be established as <u>"a guaranteed maximum price, (GMP)"</u>, and shall be all inclusive to include but not be limited to: all remaining design and contract administration, labor, equipment, supplies, materials, freight (F.O.B. Destination Freight

Pre-paid and Allowed to the site), travel, meetings, conference calls, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project. This price will be divided into a Task 1 and a Task 2. Please see the landscape design plans.

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.

<u>Contractor shall submit its pricing utilizing the attached form in Section 7.0 Solicitation Response Form.</u>

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

- **4.4.5 Warranty:** Contractor shall submit manufacturer warranty information for Owner's approval, prior to product ordering. Additionally, Contractor shall provide a minimum 1-year Contractors warranty on any equipment used such as irrigation equipment described in Task 2.
- **4.4.6 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.
- **4.4.7 Equipment/Product/Materials Quantities:** Contractor shall be responsible for determining all measurements for correctness, and all quantities/types of equipment/products/materials required for successful project completion. Also see Section 2.5 Quantities of Work and Unit Price.
- **4.4.8 Contractor Staging Area:** Awarded Contractor shall coordinate with Owner for proposed project staging area during the construction phase. May Riegler, the private developer with which the City is partnered with this Project on, will need to be involved in coordination of staging areas since residential and retail development will be in process.
- **4.4.9 Construction Working Schedule:** Working schedule shall be Monday Friday from 7:00am-5:00pm. If alternate scheduling is needed, Contractor shall coordinate with, and receive approval from, the City's Project Manager.
- **4.4.10 Time of Completion:** Contractor shall submit a complete project schedule for construction with its proposal. The City and awarded Contractor shall negotiate the final project completion date.
- **4.4.11 Contract:** A binding contract shall consist of: (1) the RFP and any amendments thereto, (2) the proposer'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 bidder and the City Purchasing Division or by a modified Purchase Order prior to the effective date of such modification. The proposer 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.
- **4.4.12 City Project Manager:** The Project Manager for the Project is Ken Sherbenou. <u>During Construction</u>, 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: Ken Sherbenou, Project Manager
kensh@gjcity.org
1340 Gunnison Ave
Grand Junction, CO 81501

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

Duane Hoff, Jr., Contract Administrator duaneh@gicity.org

4.5 Scope of Services: The general scope of Services to be obtained as a result of this RFP includes all design, preconstruction, and construction Services required for successful completion of the project.

In addition, the construction needs to follow the landscape design documents provided in the attachments. Significant vision has already been laid out for this feature through landscaping design documents and a Contractor earthwork and riverfront restoration is needed to carry out and construct this design and vision. The expectation is that the resultant construction tie directly to the overall vision for the Dos Rios development.

Please see the attached landscape plans that provide prospective instructions on the improvements to be made. Proposals need to provide a price for Task 1 (sheets D1, D2, G1, G2) and a price for Task 2 (sheets L1, L2, L3, IR1, IR2, IR3, IR4). Contractor/Firm needs to complete this design with construction documents and complete the Work as described in the current landscape plans form NVISION DESIGN STUDIO.

Minimum Contractor Requirements:

• At least five years in the industry, with experience directly related to similar earthwork and riverfront improvement project Work.

- 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.
 - Ability to meet the bonding and insurance requirements of the City of Grand Junction.
 Submit a Bid Bond and COI with this response.
 - Qualified and permitted by law to perform the Services provided for this project. All
 personnel engaged in this Work for this project shall likewise be qualified and permitted to
 perform necessary duties.
 - Ensure compliance with all applicable environmental regulations related to the project.
 - The ability to develop value engineered option that fit within the budget. This includes plans, drawings, designs, and the ability to obtain and manage permitting, scheduling and any other typical building construction task.
 - Project management and supervision.
 - Coordination of construction, scheduling of construction meetings and resolving discrepancies or disputes with Sub-Contractors or other supply or services vendors.
 - Preparation of all plans, schematics, drawings, scope, specifications, and all other related documents and requirements associated with the successful completion of this Project.
 - Providing a time frame for completion of each construction phase as well as a schedule for total completion of the project.
 - Scheduling inspections and meeting applicable National, State and Local Building and Aquatic Code Requirements to achieve approval of Work. The selected Firm will be responsible for obtaining all building permits and will be responsible for permit related fees.
 - The selected Firm may use local, qualified partners in design, engineering, construction and maintenance of the facility.

Summary of Requirements of the selected Contractor:

- > Securing all local, state and Federal permits required to construct the project;
- > Constructing the project on a site provided by Owner:
- ➤ Completion of all work on the riverfront improvements project (including testing and commissioning) by the negotiated date between the awarded Contractor and Owner.

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

- > Project management and coordination
- > Data collection, review, and organization
- ➤ Validate additional (if any) operational requirements
- > Construction administration

Attached Documents: (Click Links For Access)

- Landscape Architecture Construction Document Package for the Riverfront Improvements from NVIZ: 100% Design http://trimview.gicity.org/?=SOLDOC/25335
- 2. Utility As Built of Dos Rios http://trimview.gjcity.org/?=SOLDOC/25336
- Dos Rios Grading Plan http://trimview.gjcity.org/?=SOLDOC/25337

4.5. RFP Time Schedule:

- Request for Proposal Available
- Site Visit Meeting/Briefing
- Inquiry deadline, no questions after this date
- Addendum Posted
- Submittal deadline for proposals
- Owner evaluation of proposals
- Interviews (if required)
- Final selection
- City Council Approval
- Contract execution
- Bonding and Insurance
- Work begins
- Completion Date

January 18, 2023

January 31, 2023, 2pm

February 8, 2023

February 9, 2023

February 15, 2023 at 2pm Feb 16 – Feb 23, 2023

February 27, 2023

February 28, 2023

March 15, 2023

March 20, 2023

March 27, 2023

Upon Notice to Proceed

October 1, 2023

4.6. Questions Regarding Scope of Services:

Dolly Daniels, Senior Buyer dollyd@gicity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado).

This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at http://www.gjcity.org/business-and-economic-development/bids/ for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor MUST contact RMEPS to resolve issue prior to the response deadline; 800-835-4603). For proper comparison and evaluation, the City requests that proposals be formatted as directed. Offerors are required to indicate its interest in this Project, show its specific experience and address its capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted A to F.

- A. Cover Letter: Cover letter shall be provided which explains the 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 with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the Firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Firm. By submitting a response to this solicitation, the Contractor agrees to all requirements herein.
- **B.** Qualifications/Experience/Credentials: 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 4.3 Scope of Services, Proposers shall also provide the following information with its proposal submittal:

Earthwork and Riverfront Improvement Experience and Capabilities

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 rating will be given to experience in construction of similar projects. The RFP response must include the following information, which will be used to rate the earthwork and riverfront improvement experience.

- 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 a change order values over 5% of the original project cost (not including change orders) or time delays over 1 month of the original duration. Describe

circumstances that led to the change orders or delays and how the issues were resolved with the Owner.

Start-Up, Commissioning, Performance Verification, and Training

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

- a. Describe the general approach and process that will be used in start-up, commissioning, performance verification, and training for this project. Identify the personnel that will perform start-up and list previous experience.
- b. Discuss the experience of the proposer in start-up, commissioning, performance verification, and training.
- 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 construction and an estimate of time commitments from Owner staff. Also include, warranty and service plan information.
- **D. References:** Provide references per Section 4.3 Scope of Services with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- **E. Bid Bond and Certificate of Insurance:** Proposer shall submit a Bid Bond and Certificate of Insurance, as per the solicitation documents.
- **F. Fee Proposal:** Provide your fee proposal, as stated in Section 4.2.4 Pricing, using the Solicitation Response Form found in Section 7. Please provide a breakdown of each category that make up your Guaranteed Maximum Price (GMP) including providing a separate price for task 1 and a separate price for task 2 (task 1 and task 2 are described in the attached landscape design documents). Provide further detail in both of these major subcategories, Task 1 and Task 2.
- **G.** Additional Data (optional): Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- **6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of Services and possess the integrity and reliability that will ensure good faith performance.
- **6.2 Intent:** Only 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 and Work described herein.

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

The following collective criteria shall be worth 90%

- Responsiveness of Submittal to the RFP (5)
 (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.)
- Understanding of the Project and Objectives (20)
 (Firm's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- Experience **(25)** (Firm's proven proficiency in the successful completion of similar projects.)
- Strategy & Implementation Plan (25)
 (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.)
- Warranty and Service Plan (15)
 (Firm's warranty and service plan provides for adequate Service, repair, and replacement coverage. See Section 5.0 Item C. Strategy and Implementation Plan for details.)

The following criteria shall be worth 10%

• Fees (10)

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, Contractor, Supplier, or Service Provider in determining final award(s).

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

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

SECTION 7.0: SOLICITATION RESPONSE FORM RFP-5175-23-DD

"Design-Build Dos Rios Riverfront Improvements Project"
Offeror must submit entire Form completed, dated and signed.

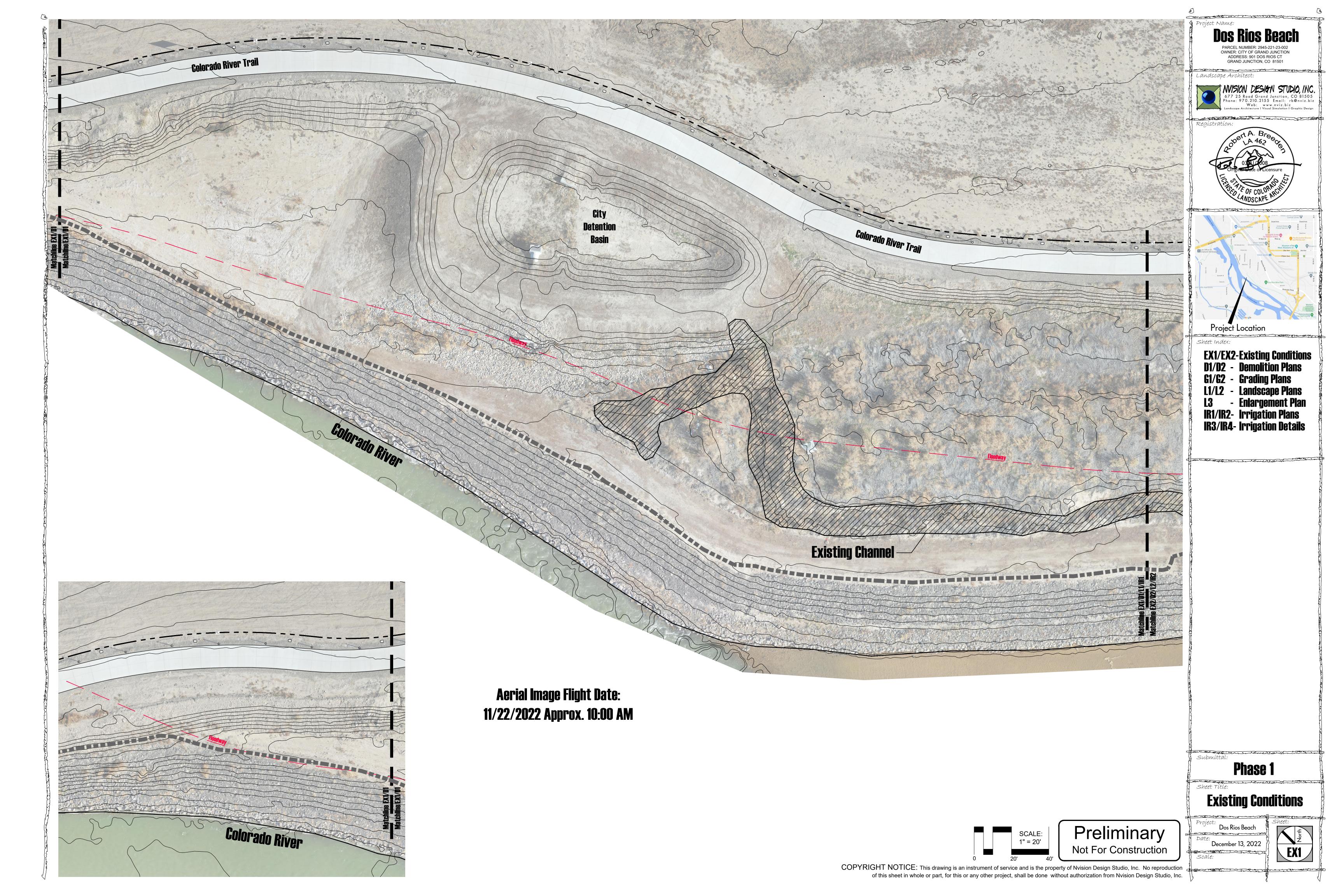
1)	Cost plus a Fixed Fee with a Guaranteed Maximum Price:	
	Fixed Fee \$	
FIX	(ED FEE WRITTEN:	Dollars.
	Task 1 (Plan sheets D1, D2, G1 and G2): \$	
Tas	sk 1 Price Written	Dollars.
	Task 2 (Plan sheets L1, L2, L3, IR1, IR2, IR3, IR4) \$	
Tas	sk 2 Price Written	Dollars.
	Guaranteed Maximum Price \$	
GU	JARANTEED MAXIMUM PRICE WRITTEN:	Dollars.
Th	he Owner reserves the right to accept any portion of the Work to be performed at its discretion on budget, Task 1, or any other component for that matter, may only be performed at this p	on. Depending oint in time.
and	e undersigned has thoroughly examined the entire Request for Proposals and therefore subm d schedule of fees and services attached hereto. This offer is firm and irrevocable for sixty time and date set for receipt of proposals.	nits the proposa
con	e undersigned Offeror agrees to provide Services and products in accordance with the terms ntained in this Request for Proposal and as described in the Offeror's proposal attached here the Owner.	
Pric	ces 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, conagreement for the purpose of restricting competition. No attempt has been made nor will be to induce any other person or Firm to submit a purpose of restricting competition. The individual signing this proposal certifies it is a legal agent of the offeror, authorized to the offeror. 	proposal for the
	offeror and is legally responsible for the offer with regard to supporting documenta provided. • Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales of	tion and prices
	exempt No. 98-03544. The undersigned certifies that no Federal, State, County or Mun 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 Owr is paid within days after the receipt of the invoice. 	ner if the invoice
	CEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to ecifications, and other Contract Documents. State number of Addenda received:	the Solicitation

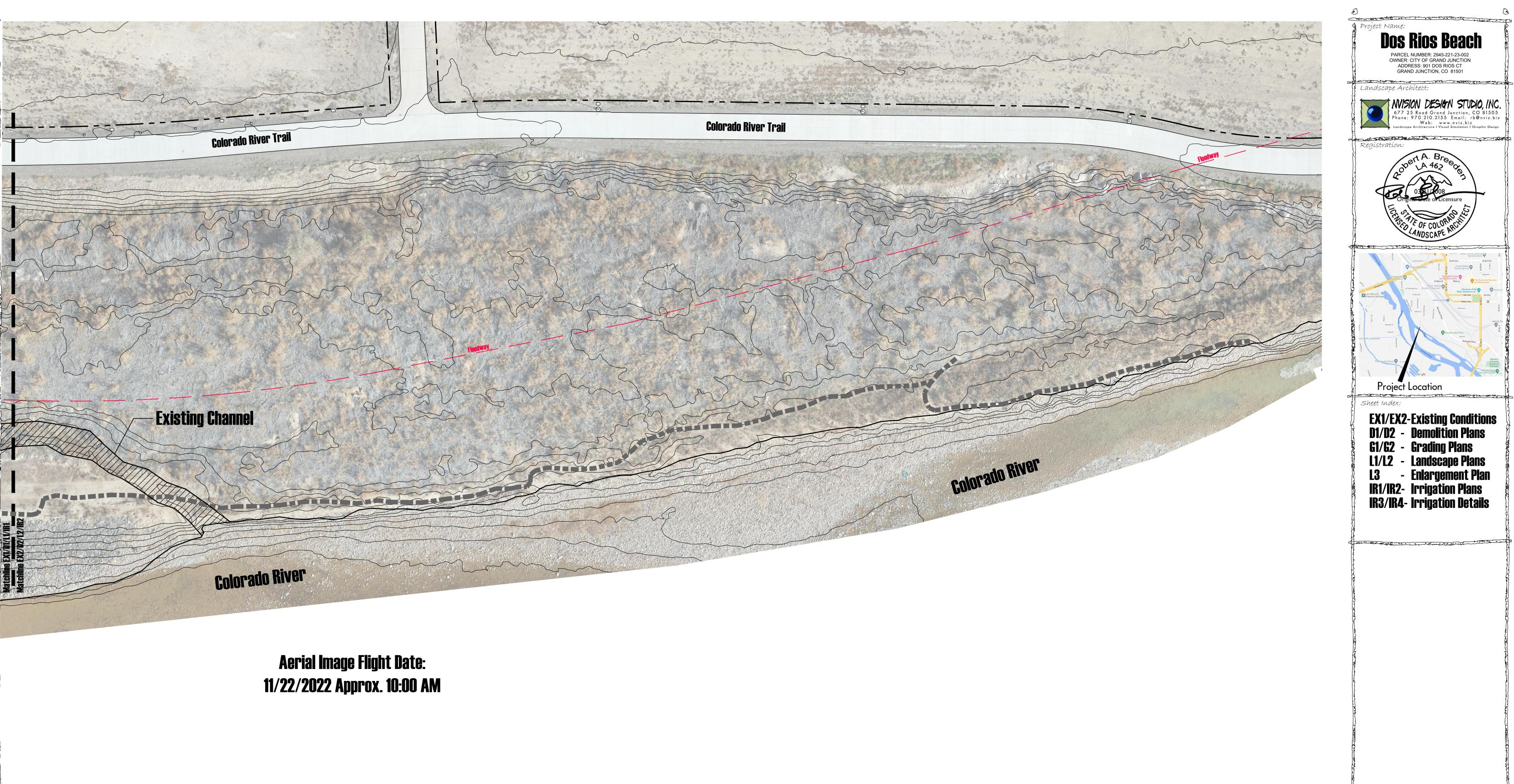
It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)	Authorized Agent – (1	Authorized Agent – (Typed or Printed)		
Authorized Agent Signature	Phone Number	Phone Number		
Address of Offeror	E-mail Address of Ag	E-mail Address of Agent		
City, State, and Zip Code	Date			
The undersigned Bidder proposes to subcontr	0.1			
Name & address of	Description of Work	% of		
<u>Sub-Contractor</u>	to be performed	<u>Contract</u>		
	<u> </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.

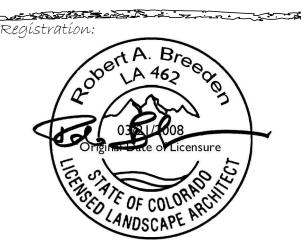
By submission of the Proposal, each Offeror certifies, and in the case of a joint Offer each party thereto certifies as to his own organization, that this Offer has been arrived at independently, without collusion, consultation, communication, or agreement as to any matter relating to this Offer with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

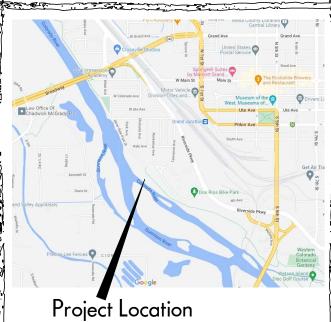




PARCEL NUMBER: 2945-221-23-002 OWNER: CITY OF GRAND JUNCTION ADDRESS: 901 DOS RIOS CT GRAND JUNCTION, CO 81501







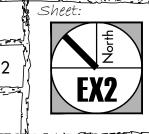
EX1/EX2-Existing Conditions

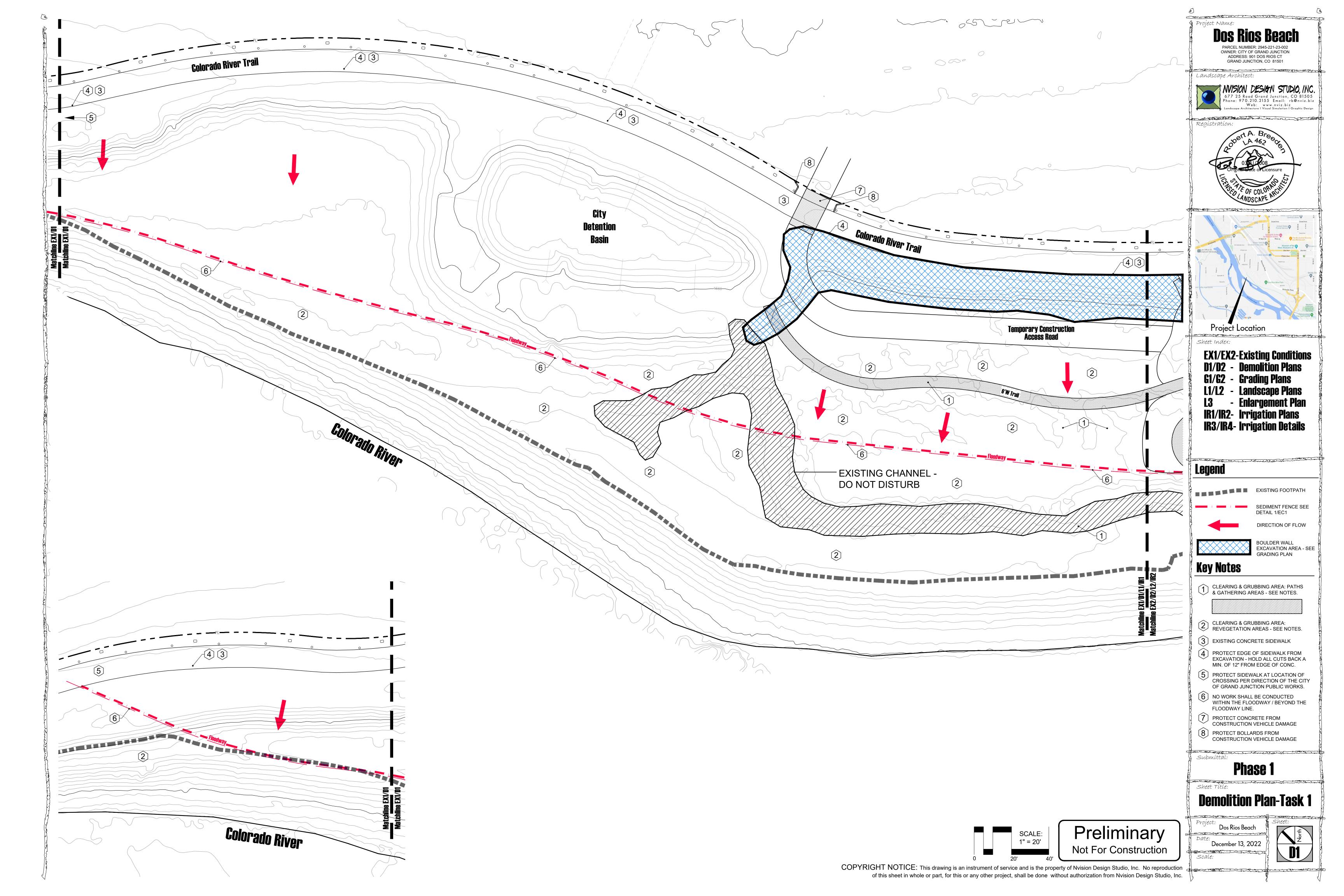
IR1/IR2- Irrigation Plans IR3/IR4- Irrigation Details

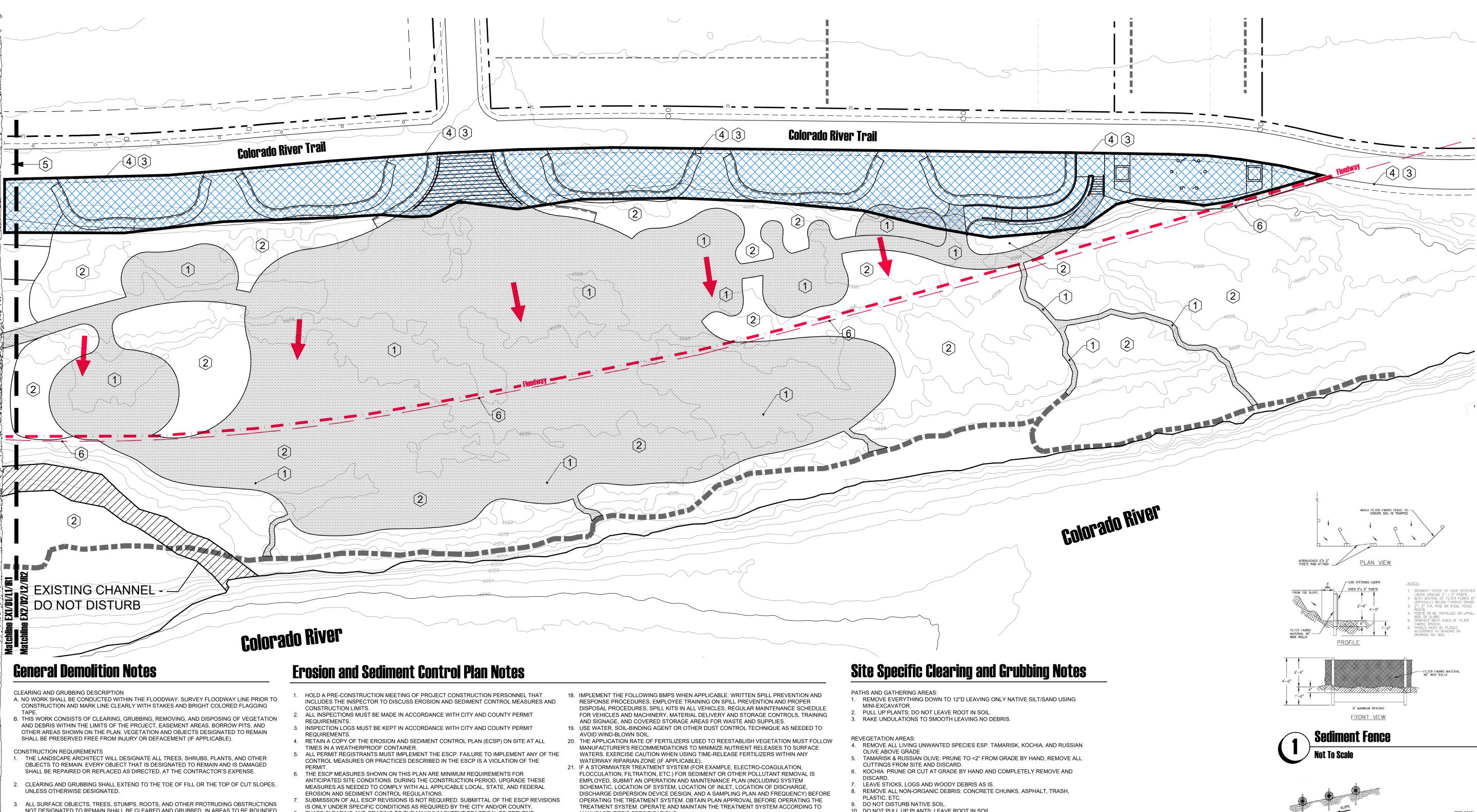
Phase 1

Submittal:

Sheet Title: **Existing Conditions**







NOT DESIGNATED TO REMAIN SHALL BE CLEARED AND GRUBBED. IN AREAS TO BE ROUNDED AT THE TOPS OF BACKSLOPES, STUMPS SHALL BE REMOVED TO AT LEAST 2 FEET BELOW THE SURFACE OF THE FINAL SLOPE LINE.

4. EXCEPT IN AREAS TO BE EXCAVATED, ALL HOLES RESULTING FROM THE REMOVAL OF OBSTRUCTIONS SHALL BE BACKFILLED WITH NATIVE SOIL AND COMPACTED TO MATCH THE NATIVE CONDITION.

BURNING OF PERISHABLE MATERIAL WILL NOT BE PERMITTED WITHOUT THE WRITTEN APPROVAL OF THE CITY OF GRAND JUNCTION FIRE DEPARTMENT, IF PERMITTED. PERISHABLE MATERIAL SHALL BE BURNED UNDER THE CONSTANT CARE OF THE CONTRACTOR, AT TIMES AND IN A MANNER THAT WILL NOT ENDANGER THE SURROUNDING VEGETATION, ADJACENT PROPERTY, OR OBJECTS DESIGNATED TO REMAIN. BURNING SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE LAWS AND ORDINANCES.

NO MATERIAL OR DEBRIS SHALL BE DISPOSED OF WITHIN THE PROJECT LIMITS WITHOUT THE WRITTEN PERMISSION OF THE CITY OF GRAND JUNCTION. MATERIAL OR DEBRIS THAT IS DISPOSED OF WITHIN THE PROJECT LIMITS SHALL BE BURIED TO A DEPTH OF AT LEAST 2 FEET AND THE SURFACE SHALL BE RESHAPED TO MATCH THE ADJACENT GROUND LINE. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS TO OBTAIN WRITTEN PERMISSION FROM PROPERTY OWNERS FOR DISPOSAL LOCATIONS OUTSIDE THE LIMITS AND VIEW OF THE PROJECT. COPIES OF THIS WRITTEN AGREEMENT SHALL BE FURNISHED TO THE LANDSCAPE ARCHITECT BEFORE THE DISPOSAL AREA IS USED.

ALL CLEARED MERCHANTABLE TIMBER SHALL BE REMOVED FROM THE PROJECT AND SHALL BECOME THE PROPERTY OF THE CONTRACTOR.

BRANCHES ON TREES OR SHRUBS SHALL BE REMOVED AS DIRECTED. BRANCHES OF TREES EXTENDING OVER THE ROADBED SHALL BE TRIMMED TO GIVE A CLEAR HEIGHT OF 20 FEET ABOVE THE ROADBED SURFACE. ALL TRIMMING SHALL BE DONE IN ACCORDANCE WITH GOOD TREE PRUNING PRACTICES.

THE CONTRACTOR SHALL CLEAR AND GRUB THE AREAS WITHIN THE EXCAVATION OR EMBANKMENT GRADING LIMITS AND SHALL INCLUDE THE REMOVAL FROM THE GROUND OF BRUSH, ROOTS, SOD, GRASS, RESIDUE OF AGRICULTURAL CROPS, SAWDUST, AND OTHER VEGETABLE MATTER.

- 8. PHASE CLEARING AND GRADING TO THE MAXIMUM EXTENT PRACTICAL TO PREVENT EXPOSED INACTIVE AREAS FROM BECOMING A SOURCE OF EROSION.
- 9 IDENTIFY MARK AND PROTECT (BY FENCING OFF OR OTHER MEANS) CRITICAL RIPARIAN AREAS AND VEGETATION INCLUDING IMPORTANT TREES AND ASSOCIATED ROOTING ZONES. AND VEGETATION AREAS TO BE PRESERVED. IDENTIFY VEGETATIVE BUFFER ZONES BETWEEN THE SITE AND SENSITIVE AREAS (E.G., WETLANDS), AND OTHER AREAS TO BE PRESERVED, ESPECIALLY IN PERIMETER AREAS.
- 10. PRESERVE EXISTING VEGETATION WHEN PRACTICAL AND RE-VEGETATE DISTURBED AREAS. RE-VEGETATE DISTURBED AREAS WHEN PRACTICABLE BEFORE AND AFTER GRADING OR CONSTRUCTION. IDENTIFY THE TYPE OF VEGETATIVE SEED MIX OR OTHER LANDSCAPE TREATMENT TO BE USED AND NOTIFY THE PLAN PREPARER PRIOR TO INSTALLATION. 11. EROSION AND SEDIMENT CONTROL MEASURES INCLUDING PERIMETER SEDIMENT CONTROL MUST BE IN PLACE BEFORE VEGETATION IS DISTURBED AND MUST REMAIN IN PLACE AND BE MAINTAINED. REPAIRED. AND PROMPTLY IMPLEMENTED FOLLOWING PROCEDURES ESTABLISHED FOR THE DURATION OF CONSTRUCTION, INCLUDING PROTECTION FOR ACTIVE STORM DRAIN INLETS AND CATCH BASINS AND APPROPRIATE NON-STORMWATER POLLUTION CONTROLS.
- 12. ESTABLISH CONCRETE TRUCK AND OTHER CONCRETE EQUIPMENT WASHOUT AREAS BEFORE BEGINNING CONCRETE WORK. 13. APPLY TEMPORARY AND/OR PERMANENT SOIL STABILIZATION MEASURES IMMEDIATELY ON
- ALL DISTURBED AREAS AS GRADING PROGRESSES AND FOR ALL ROADWAYS INCLUDING GRAVEL ROADWAYS. 14. ESTABLISH MATERIAL AND WASTE STORAGE AREAS, AND OTHER NON-STORMWATER CONTROLS
- 15. PREVENT TRACKING OF SEDIMENT ONTO PUBLIC OR PRIVATE ROADS USING BMPS SUCH AS: GRAVELED (OR PAVED EXITS AND PARKING AREAS), GRAVEL ALL UNPAVED ROADS LOCATED ONSITE, OR USE AN EXIT TIRE WASH. THESE BMP'S MUST BE IN PLACE PRIOR TO I AND-DISTURBING ACTIVITIES
- 16. WHEN TRUCKING SATURATED SOILS FROM THE SITE, EITHER USE WATER-TIGHT TRUCKS OR DRAIN LOADS INTO AN APPROVED CONTAINED AREA PRIOR TO TRANSPORT. 17. USE BMP'S TO PREVENT OR MINIMIZE STORMWATER EXPOSURE TO POLLUTANTS FROM SPILLS; VEHICLE AND EQUIPMENT FUELING, MAINTENANCE, AND STORAGE; OTHER CLEANING AND MAINTENANCE ACTIVITIES: AND WASTE HANDLING ACTIVITIES. THESE POLITICANTS INCLUDE FUEL. HYDRAULIC FLUID. AND OTHER OILS FROM VEHICLES AND MACHINERY. AS WELL AS DEBRIS, LEFTOVER PAINTS, SOLVENTS, AND GLUES FROM CONSTRUCTION

Pre-Construction Notes

- ALL BASE ESC MEASURES (INLET PROTECTION PERIMETER SEDIMENT CONTROL GRAVEL CONSTRUCTION ENTRANCES, ETC.) MUST BE IN PLACE, FUNCTIONAL, AND APPROVED IN AN INITIAL INSPECTION, PRIOR TO COMMENCEMENT OF CONSTRUCTION
- SEDIMENT BARRIERS APPROVED FOR USE INCLUDE SEDIMENT FENCE, BERMS, CONSTRUCTED OUT OF MULCH, CHIPPINGS, OR OTHER SUITABLE MATERIAL, STRAW
- WATTLES, OR OTHER APPROVED MATERIALS. SENSITIVE RESOURCES INCLUDING, BUT NOT LIMITED TO, TREES, WETLANDS, AND RIPARIAN PROTECTION AREAS SHALL BE CLEARLY DELINEATED WITH ORANGE CONSTRUCTION FENCING OR CHAIN LINK FENCING IN A MANNER THAT IS CLEARLY VISIBLE TO ANYONE IN THE AREA. NO ACTIVITIES ARE PERMITTED TO OCCUR BEYOND THE CONSTRUCTION BARRIER.
- 4. CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT THE BEGINNING OF CONSTRUCTION AND MAINTAINED FOR THE DURATION OF THE PROJECT, ADDITIONAL MEASURES INCLUDING, BUT NOT LIMITED TO, STREET SWEEPING, AND VACUUMING, MAY BE REQUIRED TO ENSURE THAT ALL PAVED AREAS ARE KEPT CLEAN FOR THE DURATION
- RUN-ON AND RUN-OFF CONTROLS SHALL BE IN PLACE AND FUNCTIONING PRIOR TO BEGINNING SUBSTANTIAL CONSTRUCTION ACTIVITIES. RUN-ON AND RUN-OFF CONTROL MEASURES INCLUDE: SLOPE DRAINS (WITH OUTLET PROTECTION), CHECK DAMS, SURFACE ROUGHENING, AND BANK STABILIZATION

- MANUFACTURER'S SPECIFICATIONS.
- 22. TEMPORARILY STABILIZE SOILS AT THE END OF THE SHIFT BEFORE HOLIDAYS AND WEEKENDS, IF NEEDED, THE REGISTRANT IS RESPONSIBLE FOR ENSURING THAT SOILS ARE STABLE DURING RAIN EVENTS AT ALL TIMES OF THE YEAR.
- 23. AT THE END OF EACH WORKDAY SOIL STOCKPILES MUST BE STABILIZED OR COVERED, OR OTHER BMP'S MUST BE IMPLEMENTED TO PREVENT DISCHARGES TO SURFACE WATERS OR CONVEYANCE SYSTEMS LEADING TO SURFACE WATERS. 24. CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE
- GROUND DURING WET WEATHER 25. SEDIMENT FENCE: REMOVE TRAPPED SEDIMENT BEFORE IT REACHES ONE THIRD OF THE ABOVE GROUND FENCE HEIGHT AND BEFORE FENCE REMOVAL. 26. OTHER SEDIMENT BARRIERS (SUCH AS BIOBAGS): REMOVE SEDIMENT BEFORE IT REACHES TWO INCHES DEPTH ABOVE GROUND HEIGHT AND BEFORE BMP REMOVAL.
- 27. CATCH BASINS: CLEAN BEFORE RETENTION CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT. SEDIMENT BASINS AND SEDIMENT TRAPS: REMOVE TRAPPED SEDIMENTS BEFORE DESIGN CAPACITY HAS BEEN REDUCED BY FIFTY PERCENT AND AT COMPLETION OF

28. WITHIN 24 HOURS, SIGNIFICANT SEDIMENT THAT HAS LEFT THE CONSTRUCTION SITE, MUST

- BE REMEDIATED. INVESTIGATE THE CAUSE OF THE SEDIMENT RELEASE AND IMPLEMENT STEPS TO PREVENT A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PERFORMED IMMEDIATELY. 29. THE INTENTIONAL WASHING OF SEDIMENT INTO STORM SEWERS OR DRAINAGE WAYS MUST NOT OCCUR. VACUUMING OR DRY SWEEPING AND MATERIAL PICKUP MUST BE USED TO CLEANUP RELEASED SEDIMENTS.
- 30. THE ENTIRE SITE MUST BE TEMPORARILY STABILIZED USING VEGETATION OR A HEAVY MULCH LAYER, TEMPORARY SEEDING, OR OTHER METHOD SHOULD ALL CONSTRUCTION ACTIVITIES CEASE FOR 30 DAYS OR MORE. 31 PROVIDE TEMPORARY STABILIZATION FOR THAT PORTION OF THE SITE WHERE
- CONSTRUCTION ACTIVITIES CEASE FOR 14 DAYS OR MORE WITH A COVERING OF BLOWN STRAW AND A TACKIFIER, LOOSE STRAW, OR AN ADEQUATE COVERING OF COMPOST MULCH UNTIL WORK RESUMES ON THAT PORTION OF THE SITE. PROVIDE PERMANENT EROSION CONTROL MEASURES ON ALL EXPOSED AREAS. DO NOT REMOVE TEMPORARY SEDIMENT CONTROL PRACTICES UNTIL PERMANENT VEGETATION OR OTHER COVER OF EXPOSED AREAS IS ESTABLISHED. HOWEVER, DO REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AS EXPOSED AREAS BECOME STABILIZED UNLESS DOING SO CONFLICTS WITH LOCAL REQUIREMENTS. PROPERLY DISPOSE OF CONSTRUCTION MATERIALS AND WASTE, INCLUDING SEDIMENT RETAINED BY TEMPORARY

Construction Notes

- 1. CONSTRUCTION ENTRANCE INSTALLED AFTER DEMOLITION OF EXISTING ASPHALT (IF APPLICABLE). DISCHARGE FROM COVERED TEMPORARY STOCKPILE WILL BE CONTROLLED USING
- SEDIMENT BARRIERS AROUND PERIMETER. PIPE TRENCHING WILL BE COMPLETE IN PHASES WITH APPROXIMATELY 100 LINEAR FEET OF EXCAVATION AND BACKFILL PER DAY. TEMPORARY SEDIMENT BARRIERS TO BE IN PLACE, BEFORE TRENCHING, ALONG ROADWAY TO PROTECT DRAINAGE DITCHES DURING

10. DO NOT PULL UP PLANTS; LEAVE ROOT IN SOIL.

Final Stabilization Notes

BE DETERMINED BY LOCAL INSPECTOR.

AND SIX INCHES.

1 APPLY PERMANENT SEEDING WHEN NO FURTHER DISTURBANCES ARE PLANNED

MANUFACTURERS RECOMMENDATIONS. CULTIVATE EXISTING BEFORE SEED APPLICATION, ROUGHEN THE SURFACE WITH FURROWS PARALLEL WITH SLOPE

CONTOURS AND LOOSEN THE SOIL TO A DEPTH BETWEEN THREE

RE-SEED ALL DISTURBED LAWN AREAS WITH NATIVE SEED MIX, APPLICATION RATE PER

BEFORE TERMINATION OF PERMIT COVERAGE, ALL SOIL DISTURBANCE ACTIVITIES MUST

BE COMPLETE AND THE SITE MUST HAVE UNDERGONE FINAL STABILIZATION (NO BARE

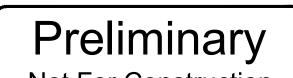
EROSION AND SEDIMENT CONTROLS MUST HAVE OCCURRED. FINALSTABILIATION WILL

SOIL, VEGETATION IS ESTABLISHED). REMOVE AND DISPOSE OF ALL TEMPORARY

PLACE WATTLES ALONG SLOPE CONTOURS PROFILE

PLAN VIEW





de contraction de la contracti



OWNER: CITY OF GRAND JUNCTION ADDRESS: 901 DOS RIOS CT GRAND JUNCTION, CO 8150⁻

Project Location

EX1/EX2-Existing Conditions

IR1/IR2- Irrigation Plans

IR3/IR4- Irrigation Details

- Commence of the commence of

EXISTING FOOTPATH

CLEARING & GRUBBING AREA: PATHS

& GATHERING AREAS - SEE NOTES.

REVEGETATION AREAS - SEE NOTES.

4 PROTECT EDGE OF SIDEWALK FROM

MIN. OF 12" FROM EDGE OF CONC.

5 PROTECT SIDEWALK AT LOCATION OF

6 NO WORK SHALL BE CONDUCTED

FLOODWAY LINE.

7 PROTECT CONCRETE FROM

8 PROTECT BOLLARDS FROM

EXCAVATION - HOLD ALL CUTS BACK A

CROSSING PER DIRECTION OF THE CITY

OF GRAND JUNCTION PUBLIC WORKS.

WITHIN THE FLOODWAY / BEYOND THE

CONSTRUCTION VEHICLE DAMAGE

CONSTRUCTION VEHICLE DAMAGE

The state of the s

and the state of t

Demolition Plan-Task 1

Dos Rios Beach

December 13, 2022

CLEARING & GRUBBING AREA:

(3) EXISTING CONCRETE SIDEWALK

Key Notes

SEDIMENT FENCE SEE

DIRECTION OF FLOW

EXCAVATION AREA - SEE

DETAIL 1/EC1

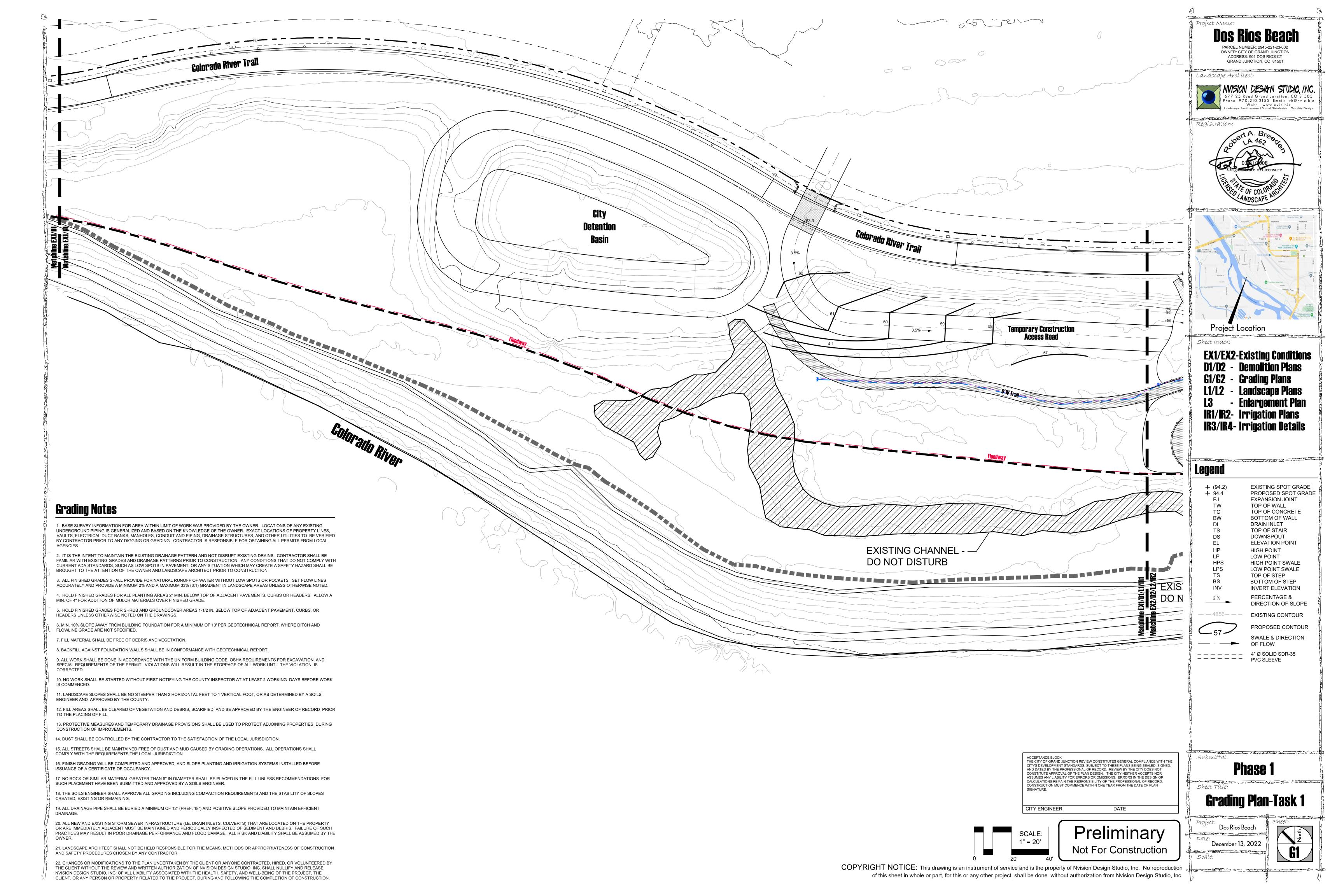
BOULDER WALL

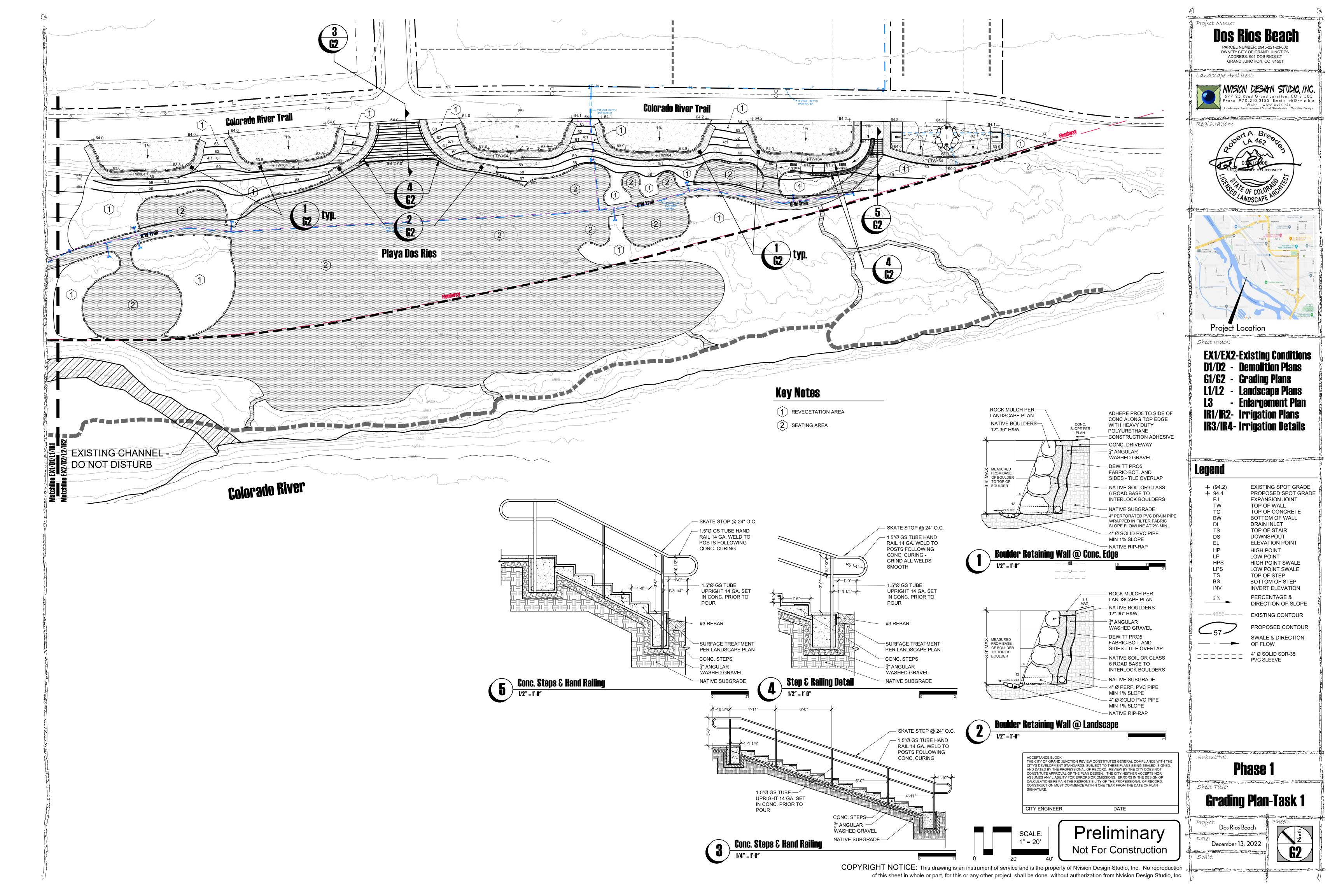
GRADING PLAN

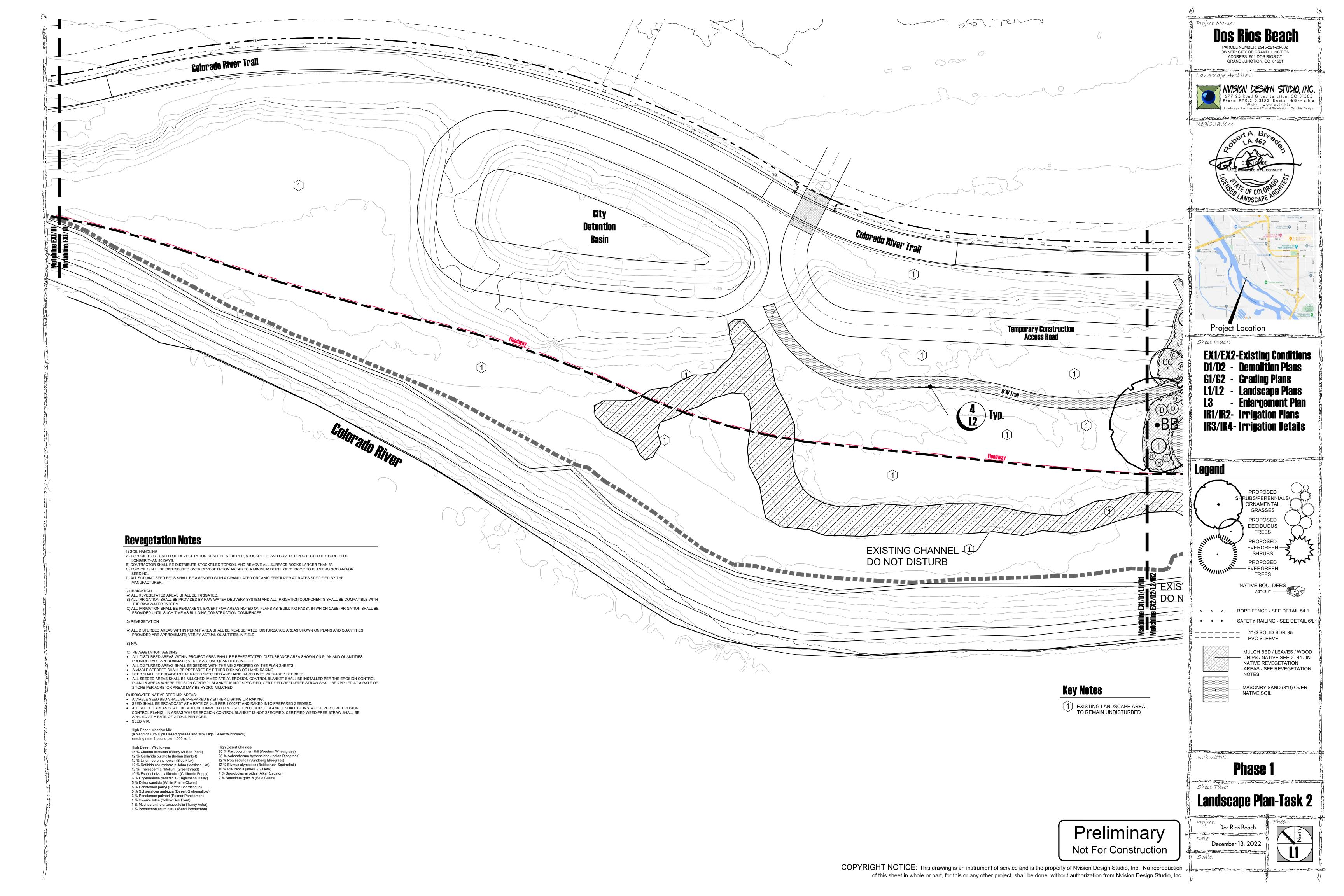
70.210.2155 Email: rb@nviz.bi

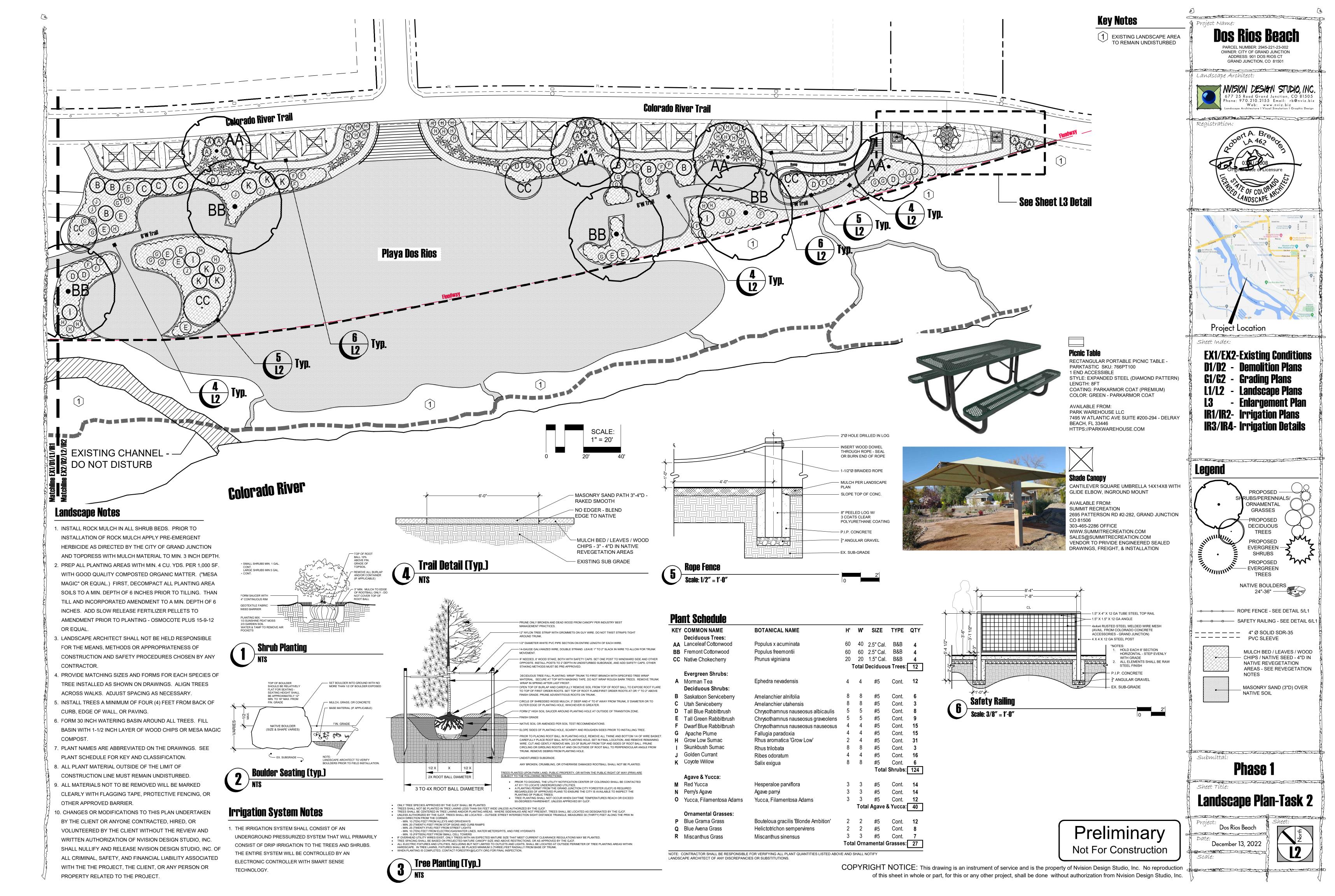
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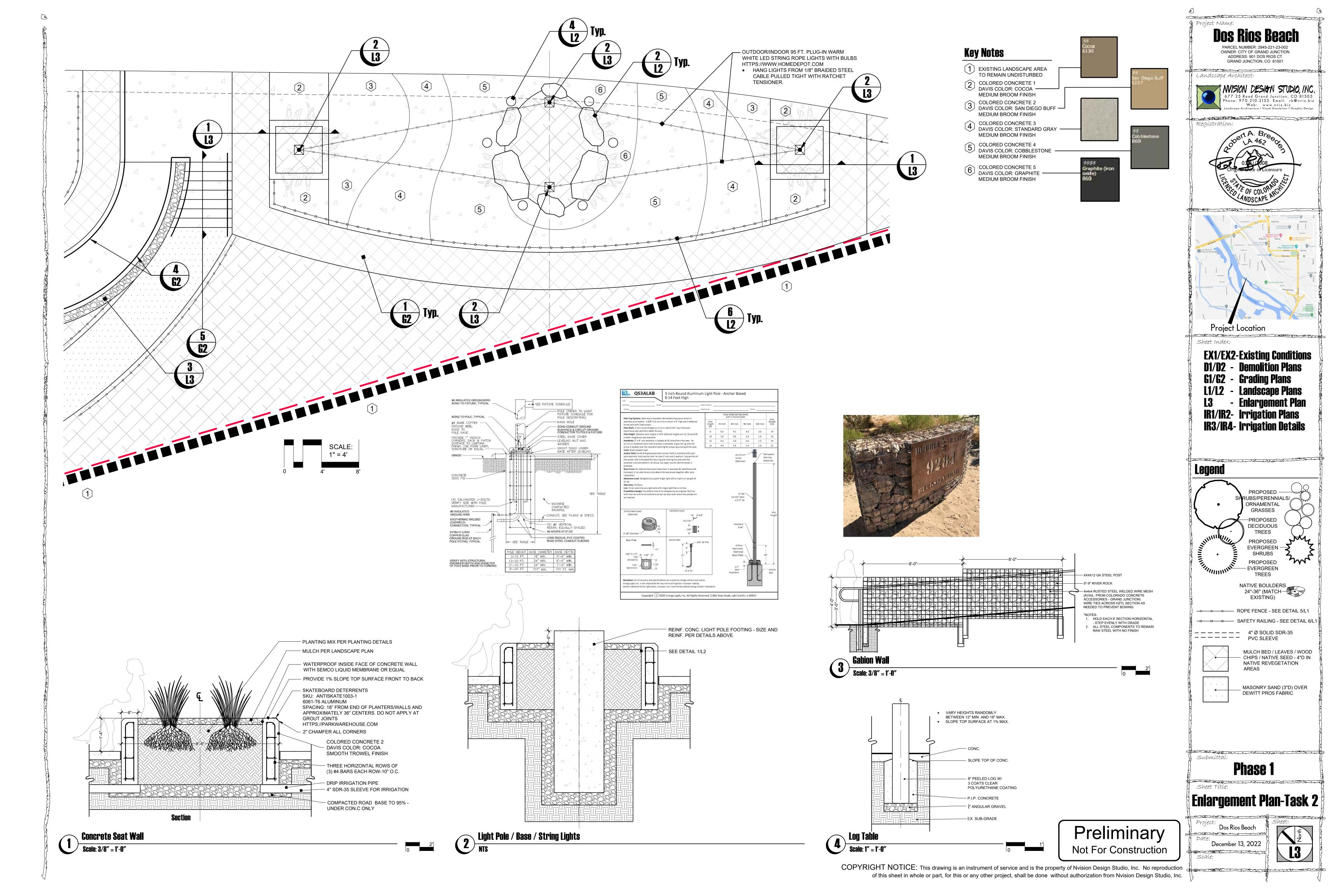
1" = 20'

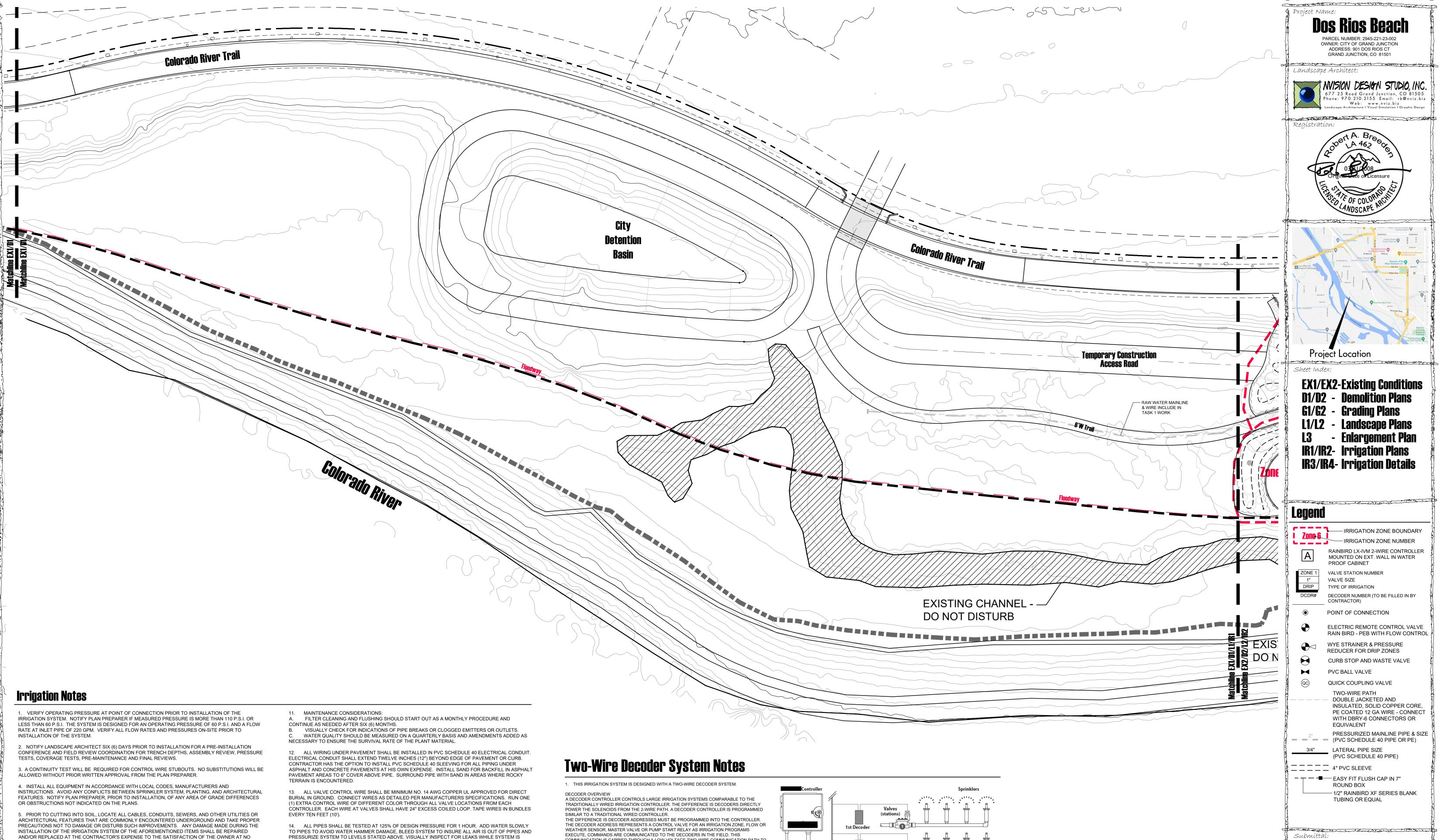












COMMUNICATION IS CARRIED THROUGH A LOW-VOLTAGE TWO-WIRE COMMUNICATION PATH TO THE NUMEROUS DECODERS LOCATED THROUGHOUT THE SITE. THE DECODERS RESPOND TO A THREE, FOUR OR FIVE-DIGIT ADDRESS. THE DECODERS WILL DIRECTLY ACTIVATE THE SOLENOIDS ON THE VALVES.

ADDITIONAL EXPENSE TO THE OWNER.

CARBIDE RESIN.

6. LOCATION OF CONTROLLER TO BE DETERMINED AT JOBSITE BY OWNER AND CONTRACTOR (IF

RECHARGEABLE BATTERY BACK-UP FOR CONTROLLERS. CONTROLLERS SHALL BE PROPERLY GROUNDED PER ARTICLE 250 OF THE NATIONAL ELECTRIC CODE AND CONFORM TO LOCAL

SHALL BE TAKEN TO PREVENT RUNOFF OF WATER AND SOIL EROSION DUE TO PROLONGED

8. INSTALL ALL ELECTRIC VALVES, PRESSURE REGULATORS, BALL OR GATE VALVES, PIPING,

BACKFLOW PREVENTION DEVICES (IF APPLICABLE), CONTROLLERS PER MANUFACTURERS

9. INSTALL FLOOD BUBBLERS ON UP HILL SIDE OF PLANT AND/OR WITHIN PLANT WELL.

APPLICATIONS APPLY PER MANUFACTURER'S RECOMMENDATIONS

ABOVE GRADE. INSTALL PER MANUFACTURERS SPECIFICATIONS. PROVIDE AND INSTALL

APPLICABLE). CONNECT TO EXISTING 120 VOLT ELECTRICAL SUPPLIES. USE THIN WALL METAL CONDUIT

REGULATIONS. INSTALL AS DETAILED. SEAL ALL CONDUIT HOLES WITH SILICONE OR EQUAL. PROGRAM

CONTROLLERS TO IRRIGATE SLOPES USING MULTIPLE REPEAT CYCLES OF SHORT DURATIONS. CARE

7. USE APPROPRIATE SOLVENT AND APPLICATOR, AND PRIMER IF REQUIRED, FOR PIPE SIZE AND TYPE

10. POLYETHYLENE PIPE (IF APPLICABLE) INSTALLED SHALL BE PRODUCED FROM ALL VIRGIN UNION

HOLDING PRESSURE CONSTANT.

15. ALL BACKFILL MATERIAL SHALL BE FREE OF ROCKS, CLODS, AND OTHER EXTRANEOUS

17. GUARANTEE THE IRRIGATION SYSTEM AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR

16. AT JOB COMPLETION, SUPPLY OWNER WITH TWO (2) KEYS FOR EACH CONTROLLER.

18. CHANGES OR MODIFICATIONS TO THE PLAN UNDERTAKEN BY THE CLIENT OR ANYONE

CONTRACTED, HIRED, OR VOLUNTEERED BY THE CLIENT WITHOUT THE REVIEW AND WRITTEN

AUTHORIZATION OF NVISION DESIGN STUDIO, INC. SHALL NULLIFY AND RELEASE NVISION DESIGN

STUDIO, INC. OF ALL LIABILITY ASSOCIATED WITH THE HEALTH, SAFETY, AND WELL-BEING OF THE

PROJECT, THE CLIENT, OR ANY PERSON OR PROPERTY RELATED TO THE PROJECT, DURING AND

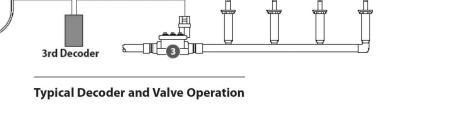
MATERIALS. COMPACT BACKFILL TO ORIGINAL DENSITY OF SOIL.

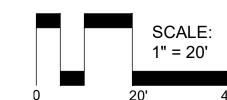
A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE.

FOLLOWING THE COMPLETION OF CONSTRUCTION.

THE DESIGN OF A DECODER CONTROLLER SYSTEM REQUIRES CAREFUL CONSIDERATION TO THE LAYOUT OF THE DECODERS ON THE 2-WIRE PATH. SINCE A DECODER SYSTEM POWERS THE ELECTRIC SOLENOIDS THROUGH THE 2-WIRE PATH. THE 2-WIRE PATH MUST BE ABLE TO PROVIDE ENOUGH VOLTAGE TO POWER THE SOLENOIDS. THERE ARE DESIGN SPECIFICATIONS LIMITING THE LENGTH OF THE TWO-WIRE CRITICAL PATH, THE NUMBER OF DECODER ADDRESSES ON A GIVEN TWO-WIRE PATH, AND THE NUMBER OF SIMULTANEOUS, WHICH MUST BE FOLLOWED CAREFULLY.

THERE ARE TWO TYPES OF CONFIGURATIONS THAT CAN BE USED FOR THE LAYOUT OF THE 2-WIRE PATHS. THE 2-WIRE PATH CAN BE INSTALLED AS A STAR CONFIGURATION, OR AS A LOOP CONFIGURATION THE DECODER CONTROLLER WILL SUPPLY UP TO FOUR SEPARATE TWO-WIRE PATHS, OF THE STAR CONFIGURATION AND UP TO TWO SEPARATE 2-WIRE PATHS, OF THE LOOP CONFIGURATION FOR DECODERS. DEPENDING UPON THE DESIGN OF THE SITE, IT IS TYPICALLY PREFERABLE TO SEPARATE THE 2-WIRE PATHS INTO MULTIPLE WIRE RUNS RATHER THAN INSTALL A SINGLE TWO-WIRE PATH THROUGHOUT THE SITE. THESE WIRE PATHS CAN BE CONFIGURED IN EITHER THE STAR OR LOOP LAYOUTS OR A COMBINATION OF THE TWO TYPES. FOR EASE OF TROUBLESHOOTING, THE STAR CONFIGURATION IS THE RECOMMENDED LAYOUT





Preliminary Not For Construction **Irrigation Plan-Task 2**

OWNER: CITY OF GRAND JUNCTION ADDRESS: 901 DOS RIOS CT

GRAND JUNCTION, CO 81501

o77 25 Road Grand Junction, CO 81505 hone: 970.210.2155 Email: rb@nviz.biz Web: www.nviz.biz

Enlargement Plan

--- IRRIGATION ZONE BOUNDARY - IRRIGATION ZONE NUMBER RAINBIRD LX-IVM 2-WIRE CONTROLLER MOUNTED ON EXT. WALL IN WATER

DECODER NUMBER (TO BE FILLED IN BY

ELECTRIC REMOTE CONTROL VALVE RAIN BIRD - PEB WITH FLOW CONTROL

INSULATED, SOLID COPPER CORE,

PE COATED 12 GA WIRE - CONNECT WITH DBRY-6 CONNECTORS OR

PRESSURIZED MAINLINE PIPE & SIZE

— (PVC SCHEDULE 40 PIPE OR PE)

1/2" RAINBIRD XF SERIES BLANK

(PVC SCHEDULE 40 PIPE)

PROOF CABINET

VALVE SIZE

CONTRACTOR)

VALVE STATION NUMBER

POINT OF CONNECTION

WYE STRAINER & PRESSURE REDUCER FOR DRIP ZONES CURB STOP AND WASTE VALVE

QUICK COUPLING VALVE

TWO-WIRE PATH DOUBLE JACKETED AND

TYPE OF IRRIGATION

PVC BALL VALVE

EQUIVALENT

ROUND BOX

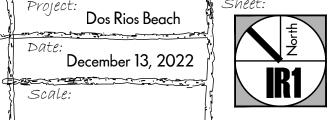
TUBING OR EQUAL

and the second

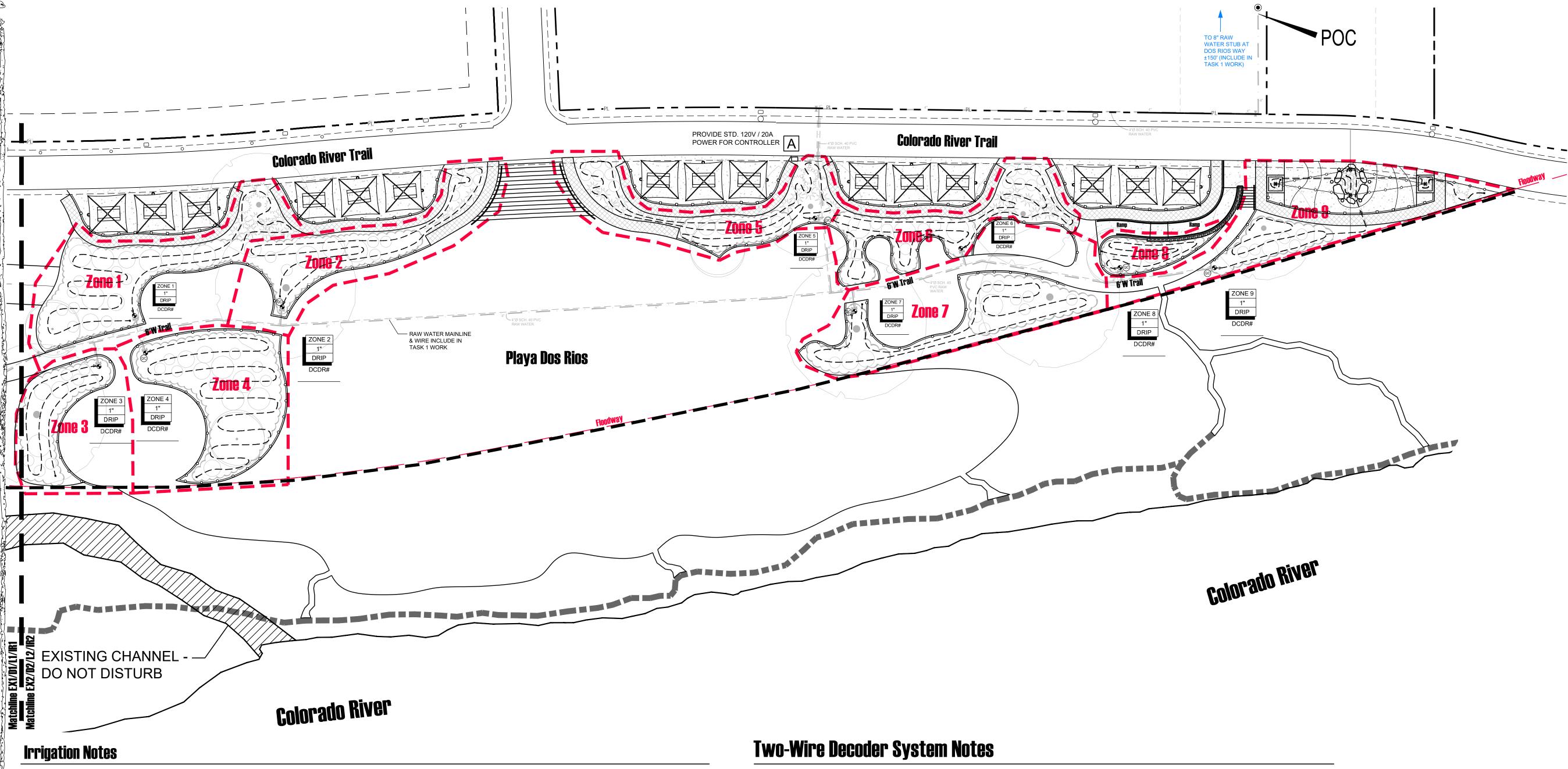
and the same of th

LATERAL PIPE SIZE

Dos Rios Beach A minimum and a



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1. VERIFY OPERATING PRESSURE AT POINT OF CONNECTION PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. NOTIFY PLAN PREPARER IF MEASURED PRESSURE IS MORE THAN 110 P.S.I. OR LESS THAN 60 P.S.I. THE SYSTEM IS DESIGNED FOR AN OPERATING PRESSURE OF 60 P.S.I. AND A FLOW RATE AT INLET PIPE OF 220 GPM. VERIFY ALL FLOW RATES AND PRESSURES ON-SITE PRIOR TO INSTALLATION OF THE SYSTEM.

2. NOTIFY LANDSCAPE ARCHITECT SIX (6) DAYS PRIOR TO INSTALLATION FOR A PRE-INSTALLATION CONFERENCE AND FIELD REVIEW COORDINATION FOR TRENCH DEPTHS, ASSEMBLY REVIEW, PRESSURE TESTS. COVERAGE TESTS. PRE-MAINTENANCE AND FINAL REVIEWS.

3. A CONTINUITY TEST WILL BE REQUIRED FOR CONTROL WIRE STUBOUTS. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE PLAN PREPARER.

4. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH LOCAL CODES, MANUFACTURERS AND INSTRUCTIONS. AVOID ANY CONFLICTS BETWEEN SPRINKLER SYSTEM, PLANTING, AND ARCHITECTURAL FEATURES. NOTIFY PLAN PREPARER, PRIOR TO INSTALLATION, OF ANY AREA OF GRADE DIFFERENCES OR OBSTRUCTIONS NOT INDICATED ON THE PLANS.

5. PRIOR TO CUTTING INTO SOIL, LOCATE ALL CABLES, CONDUITS, SEWERS, AND OTHER UTILITIES OR ARCHITECTURAL FEATURES THAT ARE COMMONLY ENCOUNTERED UNDERGROUND AND TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH IMPROVEMENTS. ANY DAMAGE MADE DURING THE INSTALLATION OF THE IRRIGATION SYSTEM OF THE AFOREMENTIONED ITEMS SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL EXPENSE TO THE OWNER.

6. LOCATION OF CONTROLLER TO BE DETERMINED AT JOBSITE BY OWNER AND CONTRACTOR (IF APPLICABLE). CONNECT TO EXISTING 120 VOLT ELECTRICAL SUPPLIES. USE THIN WALL METAL CONDUIT ABOVE GRADE. INSTALL PER MANUFACTURERS SPECIFICATIONS. PROVIDE AND INSTALL RECHARGEABLE BATTERY BACK-UP FOR CONTROLLERS. CONTROLLERS SHALL BE PROPERLY GROUNDED PER ARTICLE 250 OF THE NATIONAL ELECTRIC CODE AND CONFORM TO LOCAL REGULATIONS. INSTALL AS DETAILED. SEAL ALL CONDUIT HOLES WITH SILICONE OR EQUAL. PROGRAM CONTROLLERS TO IRRIGATE SLOPES USING MULTIPLE REPEAT CYCLES OF SHORT DURATIONS. CARE SHALL BE TAKEN TO PREVENT RUNOFF OF WATER AND SOIL EROSION DUE TO PROLONGED

7. USE APPROPRIATE SOLVENT AND APPLICATOR, AND PRIMER IF REQUIRED, FOR PIPE SIZE AND TYPE APPLICATIONS. APPLY PER MANUFACTURER'S RECOMMENDATIONS.

8. INSTALL ALL ELECTRIC VALVES, PRESSURE REGULATORS, BALL OR GATE VALVES, PIPING, BACKFLOW PREVENTION DEVICES (IF APPLICABLE), CONTROLLERS PER MANUFACTURERS

9. INSTALL FLOOD BUBBLERS ON UP HILL SIDE OF PLANT AND/OR WITHIN PLANT WELL. 10. POLYETHYLENE PIPE (IF APPLICABLE) INSTALLED SHALL BE PRODUCED FROM ALL VIRGIN UNION

CARBIDE RESIN.

MAINTENANCE CONSIDERATIONS:

A. FILTER CLEANING AND FLUSHING SHOULD START OUT AS A MONTHLY PROCEDURE AND CONTINUE AS NEEDED AFTER SIX (6) MONTHS.

VISUALLY CHECK FOR INDICATIONS OF PIPE BREAKS OR CLOGGED EMITTERS OR OUTLETS. WATER QUALITY SHOULD BE MEASURED ON A QUARTERLY BASIS AND AMENDMENTS ADDED AS NECESSARY TO ENSURE THE SURVIVAL RATE OF THE PLANT MATERIAL.

12. ALL WIRING UNDER PAVEMENT SHALL BE INSTALLED IN PVC SCHEDULE 40 ELECTRICAL CONDUIT. ELECTRICAL CONDUIT SHALL EXTEND TWELVE INCHES (12") BEYOND EDGE OF PAVEMENT OR CURB. CONTRACTOR HAS THE OPTION TO INSTALL PVC SCHEDULE 40 SLEEVING FOR ALL PIPING UNDER ASPHALT AND CONCRETE PAVEMENTS AT HIS OWN EXPENSE. INSTALL SAND FOR BACKFILL IN ASPHALT PAVEMENT AREAS TO 6" COVER ABOVE PIPE. SURROUND PIPE WITH SAND IN AREAS WHERE ROCKY TERRAIN IS ENCOUNTERED.

13. ALL VALVE CONTROL WIRE SHALL BE MINIMUM NO. 14 AWG COPPER UL APPROVED FOR DIRECT BURIAL IN GROUND. CONNECT WIRES AS DETAILED PER MANUFACTURERS SPECIFICATIONS. RUN ONE (1) EXTRA CONTROL WIRE OF DIFFERENT COLOR THROUGH ALL VALVE LOCATIONS FROM EACH CONTROLLER. EACH WIRE AT VALVES SHALL HAVE 24" EXCESS COILED LOOP. TAPE WIRES IN BUNDLES

14. ALL PIPES SHALL BE TESTED AT 125% OF DESIGN PRESSURE FOR 1 HOUR. ADD WATER SLOWLY TO PIPES TO AVOID WATER HAMMER DAMAGE, BLEED SYSTEM TO INSURE ALL AIR IS OUT OF PIPES AND PRESSURIZE SYSTEM TO LEVELS STATED ABOVE. VISUALLY INSPECT FOR LEAKS WHILE SYSTEM IS HOLDING PRESSURE CONSTANT.

15. ALL BACKFILL MATERIAL SHALL BE FREE OF ROCKS, CLODS, AND OTHER EXTRANEOUS MATERIALS. COMPACT BACKFILL TO ORIGINAL DENSITY OF SOIL.

16. AT JOB COMPLETION, SUPPLY OWNER WITH TWO (2) KEYS FOR EACH CONTROLLER. 17. GUARANTEE THE IRRIGATION SYSTEM AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE.

18. CHANGES OR MODIFICATIONS TO THE PLAN UNDERTAKEN BY THE CLIENT OR ANYONE CONTRACTED, HIRED, OR VOLUNTEERED BY THE CLIENT WITHOUT THE REVIEW AND WRITTEN AUTHORIZATION OF NVISION DESIGN STUDIO, INC. SHALL NULLIFY AND RELEASE NVISION DESIGN STUDIO, INC. OF ALL LIABILITY ASSOCIATED WITH THE HEALTH, SAFETY, AND WELL-BEING OF THE PROJECT, THE CLIENT, OR ANY PERSON OR PROPERTY RELATED TO THE PROJECT, DURING AND FOLLOWING THE COMPLETION OF CONSTRUCTION.

1. THIS IRRIGATION SYSTEM IS DESIGNED WITH A TWO-WIRE DECODER SYSTEM.

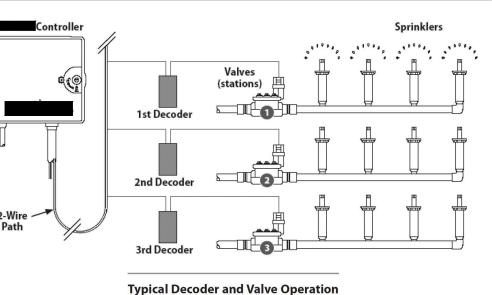
DECODER OVERVIEW

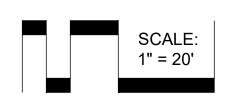
SOLENOIDS ON THE VALVES.

A DECODER CONTROLLER CONTROLS LARGE IRRIGATION SYSTEMS COMPARABLE TO THE TRADITIONALLY WIRED IRRIGATION CONTROLLER. THE DIFFERENCE IS DECODERS DIRECTLY POWER THE SOLENOIDS FROM THE 2-WIRE PATH. A DECODER CONTROLLER IS PROGRAMMED SIMILAR TO A TRADITIONAL WIRED CONTROLLER. THE DIFFERENCE IS DECODER ADDRESSES MUST BE PROGRAMMED INTO THE CONTROLLER. THE DECODER ADDRESS REPRESENTS A CONTROL VALVE FOR AN IRRIGATION ZONE, FLOW OR WEATHER SENSOR, MASTER VALVE OR PUMP START RELAY AS IRRIGATION PROGRAMS EXECUTE COMMANDS ARE COMMUNICATED TO THE DECODERS IN THE FIELD. THIS COMMUNICATION IS CARRIED THROUGH A LOW-VOLTAGE TWO-WIRE COMMUNICATION PATH TO THE NUMEROUS DECODERS LOCATED THROUGHOUT THE SITE. THE DECODERS RESPOND TO A THREE, FOUR OR FIVE-DIGIT ADDRESS. THE DECODERS WILL DIRECTLY ACTIVATE THE

THE DESIGN OF A DECODER CONTROLLER SYSTEM REQUIRES CAREFUL CONSIDERATION TO THE LAYOUT OF THE DECODERS ON THE 2-WIRE PATH. SINCE A DECODER SYSTEM POWERS THE ELECTRIC SOLENOIDS THROUGH THE 2-WIRE PATH, THE 2-WIRE PATH MUST BE ABLE TO PROVIDE ENOUGH VOLTAGE TO POWER THE SOLENOIDS. THERE ARE DESIGN SPECIFICATIONS I IMITING THE I FNGTH OF THE TWO-WIRE CRITICAL PATH. THE NUMBER OF DECODER ADDRESSES ON A GIVEN TWO-WIRE PATH, AND THE NUMBER OF SIMULTANEOUS, WHICH MUST BE FOLLOWED CAREFULLY.

THERE ARE TWO TYPES OF CONFIGURATIONS THAT CAN BE USED FOR THE LAYOUT OF THE 2-WIRE PATHS. THE 2-WIRE PATH CAN BE INSTALLED AS A STAR CONFIGURATION, OR AS A LOOP CONFIGURATION. THE DECODER CONTROLLER WILL SUPPLY UP TO FOUR SEPARATE TWO-WIRE PATHS, OF THE STAR CONFIGURATION AND UP TO TWO SEPARATE 2-WIRE PATHS, OF THE LOOP CONFIGURATION FOR DECODERS. DEPENDING UPON THE DESIGN OF THE SITE, IT IS TYPICALLY PREFERABLE TO SEPARATE THE 2-WIRE PATHS INTO MULTIPLE WIRE RUNS RATHER THAN INSTALL A SINGLE TWO-WIRE PATH THROUGHOUT THE SITE. THESE WIRE PATHS CAN BE CONFIGURED IN EITHER THE STAR OR LOOP LAYOUTS OR A COMBINATION OF THE TWO TYPES. FOR EASE OF TROUBLESHOOTING, THE STAR CONFIGURATION IS THE RECOMMENDED LAYOUT









- And the state of the state of

OWNER: CITY OF GRAND JUNCTION

NVISION DESIGN STUDIO, INC 25 Road Grand Junction, CO 81505 e: 970.210.2155 Email: rb@nviz.biz

ADDRESS: 901 DOS RIOS CT GRAND JUNCTION, CO 81501 and the same of th

Landscape Architect:

Project Location

and the same of th

EX1/EX2-Existing Conditions

IR1/IR2- Irrigation Plans

IR3/IR4- Irrigation Details

all the second of the second o

PROOF CABINET

VALVE SIZE

CONTRACTOR)

VALVE STATION NUMBER

POINT OF CONNECTION

PVC BALL VALVE

EQUIVALENT

— PVC SCHEDULE 40 PIPE OR PE)

LATERAL PIPE SIZE

- - T - EASY FIT FLUSH CAP IN 7"

ROUND BOX

TUBING OR EQUAL

- A Commission of the Commissi

and the second of the second o

_____ 4" PVC SLEEVE

(PVC SCHEDULE 40 PIPE)

WYE STRAINER & PRESSURE

REDUCER FOR DRIP ZONES

QUICK COUPLING VALVE

DOUBLE JACKETED AND

INSULATED, SOLID COPPER CORE,

PE COATED 12 GA WIRE - CONNECT

PRESSURIZED MAINLINE PIPE & SIZE

WITH DBRY-6 CONNECTORS OR

- 1/2" RAINBIRD XF SERIES BLANK

TWO-WIRE PATH

CURB STOP AND WASTE VALVE

TYPE OF IRRIGATION

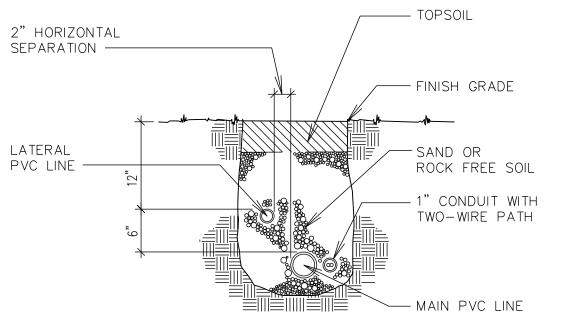
- IRRIGATION ZONE BOUNDARY - IRRIGATION ZONE NUMBER RAINBIRD LX-IVM 2-WIRE CONTROLLER MOUNTED ON EXT. WALL IN WATER

DECODER NUMBER (TO BE FILLED IN BY

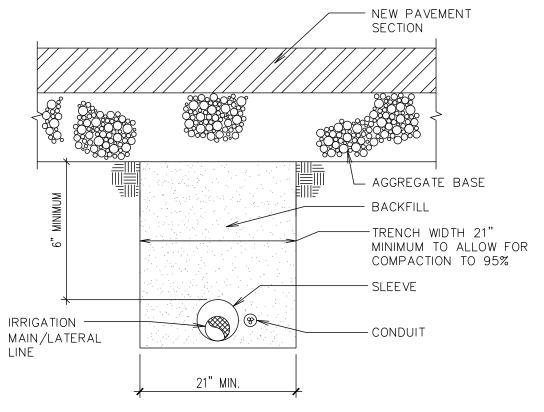
ELECTRIC REMOTE CONTROL VALVE

RAIN BIRD - PEB WITH FLOW CONTROL

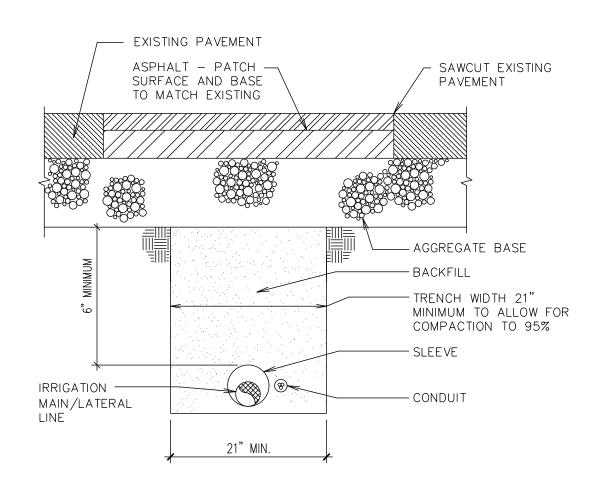
Landscape Plans



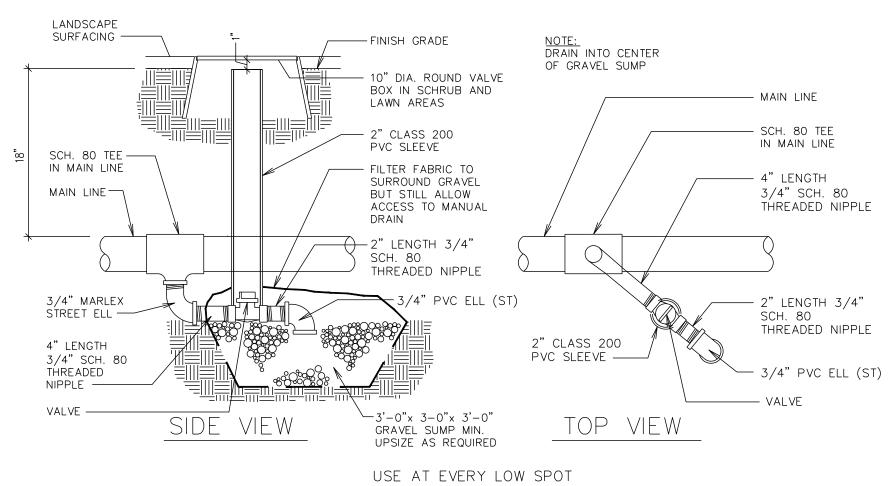
Trench Section Two-Wire Section



Misc. Pipe Trench Detail New Pavement Areas

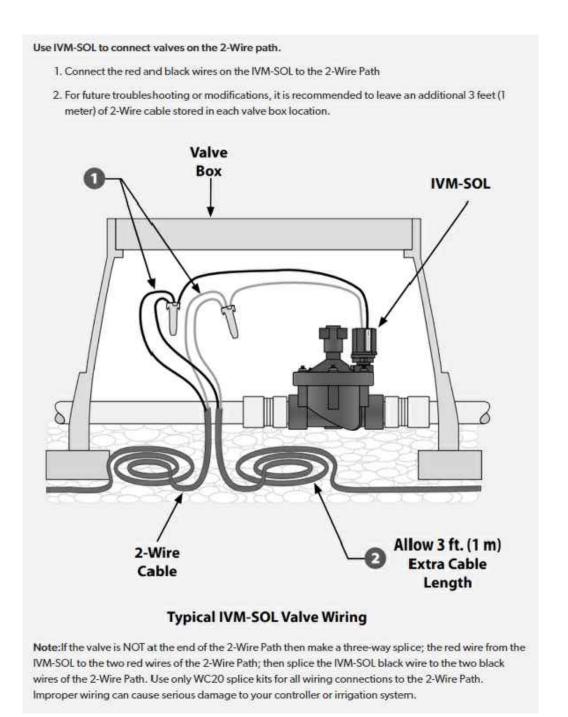


Misc. Pipe Trench Detail Exist. Pavement Areas



ON MAINLINE

Main Line Manual Drain Valve



Automatic Valve with Two-Wire System

VALVE BOX AND COVER ----

WHITE (COMMON) WIRE -

LANDSCAPE

GRADE-

SYSTEM WIRES IN

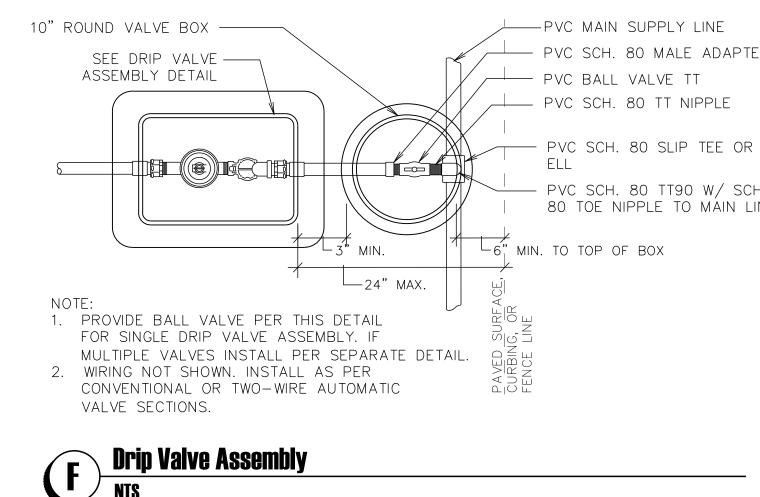
CONDUIT

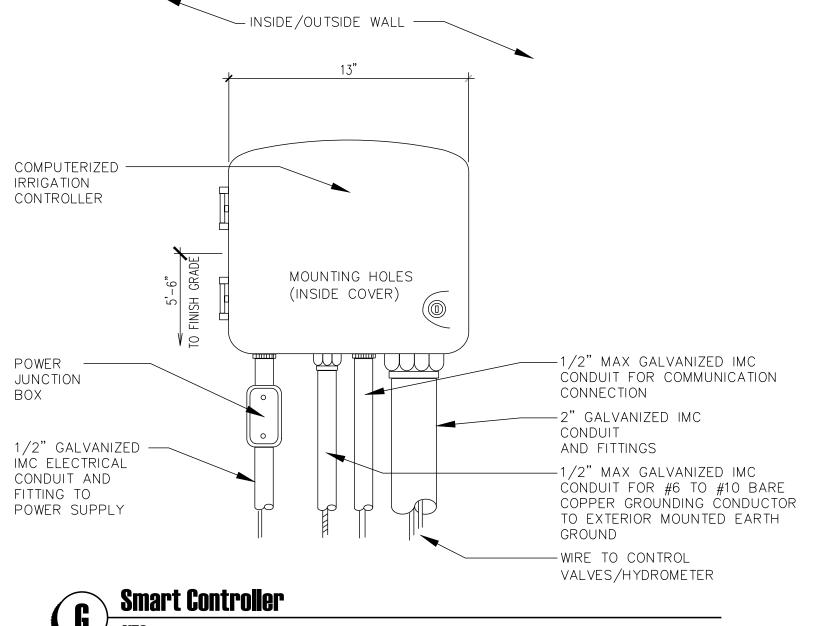
SOLENOID WIRES

COMPACTED GRAVEL -

Soil Moisture Sensor

SURFACING -





PVC MAINLINE

PIPE

- BRICK

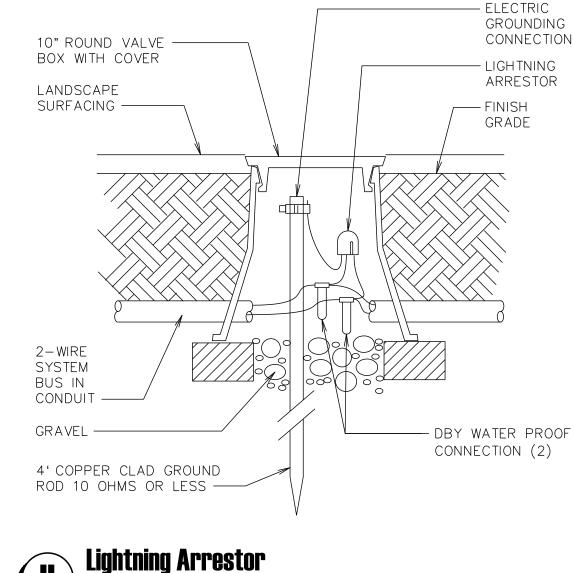
SUPPORT

- CONCRETE

3" GRAVEL

COMPACTED

PAVER



WATER PROOF CONNECTIONS JUMBO VALVE BOX TYPICAL ---WITH EXTENSIONS ON TOP CLEARANCE LANDSCAPE SURFACING ~ GRADE - FLOW SENSOR COILED CABLE FROM WIRE FROM CONTROLER CONTROLER HYDROMETER ACTION UNION (BOTH SIDES)

-SYSTEM WIRES IN CONDUIT

1. FOR ALL XFS-CV AND POLY CONNECTIONS INSTALL XFF AND/OR XFD FITTINGS.

- 2. INSTALL EACH LOOP PER RAIN BIRD INSTALLATION GUIDELINES3. INSTALL XFS-CV DRIPLINE ON SURFACE TO MAXIMUM OF 6 INCHES BELOW GRADE, STAPLE IN PLACE PER MANUFACTURERS RECOMMENDATIONS. BACKFILL AND SPREAD SURFACE TREATMENT AS DIRECTED BY OTHERS
- 4. INSTALL XFS-CV DRIPLINE IN ACCORDANCE WITH RAIN BIRD GUIDELINES

(1) FLUSH POINT (TYPICAL) SEE RAIN BIRD DETAIL "XFS-CV FLUSH POINT" (2) PVC OR DRIPLINE EXHAUST HEADER (3) SUB-SURFACE/ON-SURFACE DRIPLINE: RAIN BIRD XFS-CV SERIES DRIPLINE (TYPICAL) NON-POTABLE: XFS-CVP DRIPLINE (4) RAIN BIRD XFF-TEE FITTING (5) TREE TRUNK (6) TIE DOWN STAKES RAIN BIRD TDS-050 (7) ADJUSTABLE TREE BUBBLER – 4 PER TREE (8) RAIN BIRD XFD-CROSS FITTING (9) PVC OR DRIPLINE SUPPLY HEADER

- (10) RAIN BIRD TLF-TEE OR XFF-TEE FITTING (11) SCHEDULE 40 PVC DRIP LATERAL (12) ROOT BALL AT PLANTING
- 5. MOVE RING OUTWARD (MAKE LARGER) TO CANOPY
- LANDSCAPE AREAS. 6. PROTECT SOIL FROM EROSION ON DOWNHILL SIDES BY CREATING A SOIL SAUCER AT TIME OF PLANTING

DRIP LINE ON AN ANNUAL BASIS OR AS NEEDED IN

Preliminary Not For Construction

and the same of Dos Rios Beach A minima and a min December 13, 2022

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Project Name: OWNER: CITY OF GRAND JUNCTION ADDRESS: 901 DOS RIOS CT GRAND JUNCTION, CO 81501 Marian de la companya del la companya de la company Landscape Architect: NVISION DESIGN STUDIO, INC 977 25 Road Grand Junction, CO 81505 hone: 970.210.2155 Email: rb@nviz.biz Web: www.nviz.biz Registration: The state of the s Project Location Company of the second Sheet Index: **EX1/EX2-Existing Conditions** D1/D2 - Demolition Plans Landscape Plans

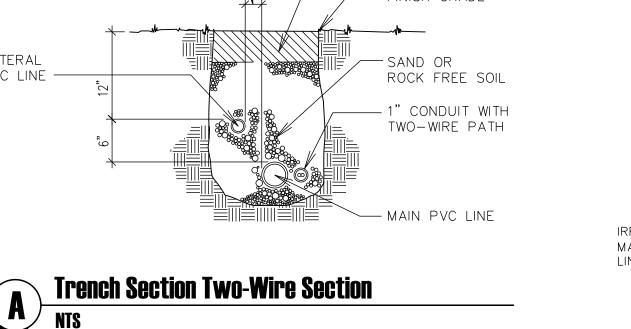
IR1/IR2- Irrigation Plans IR3/IR4- Irrigation Details

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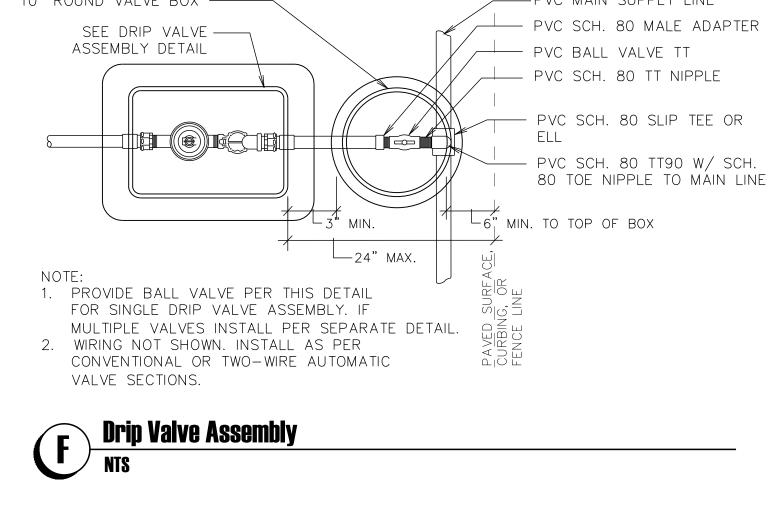
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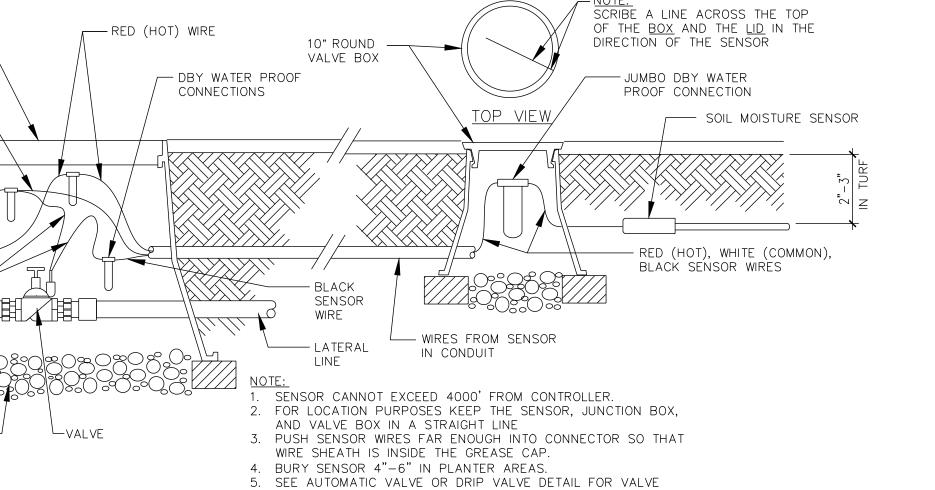
Sheet Title: **Irrigation Details-Task 2**

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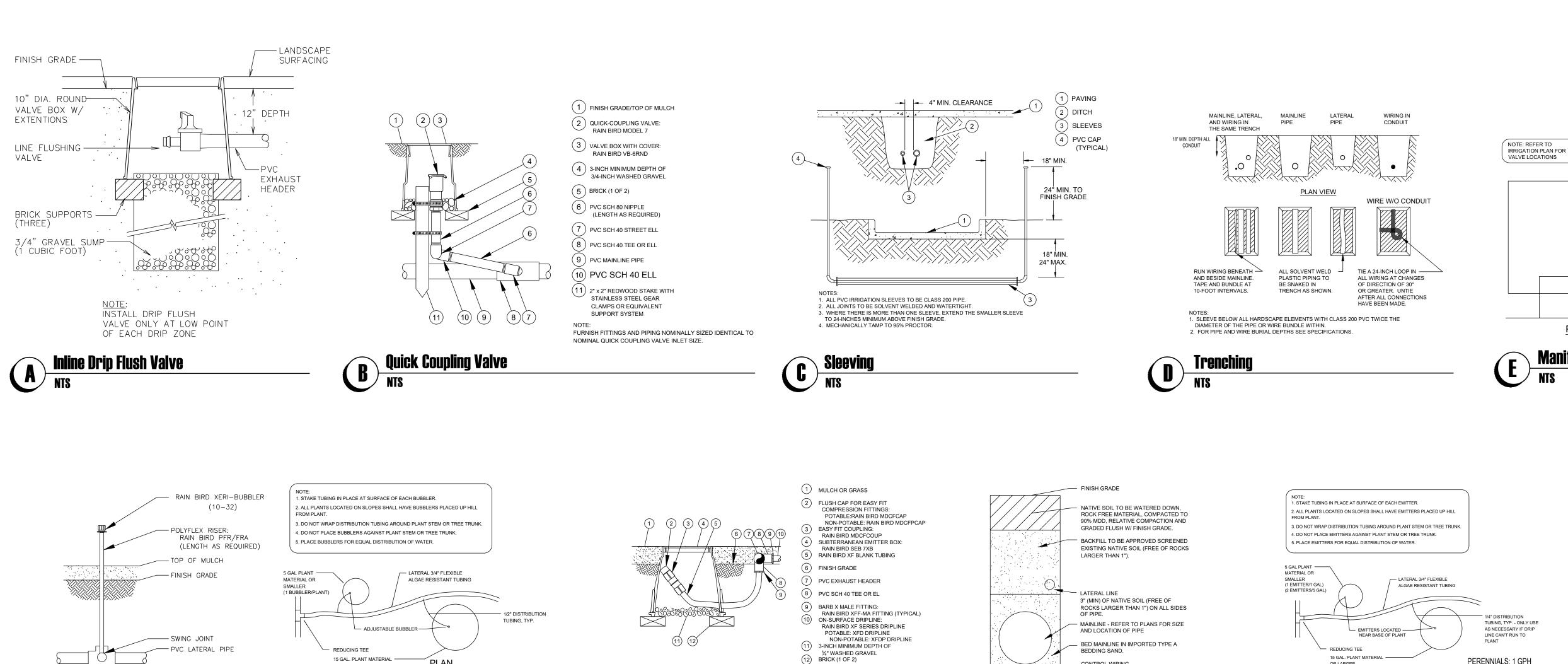




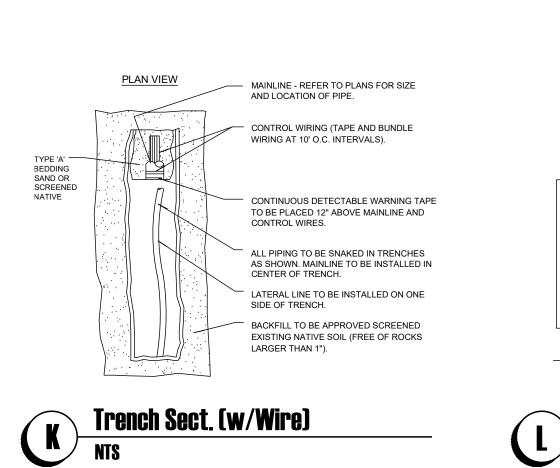




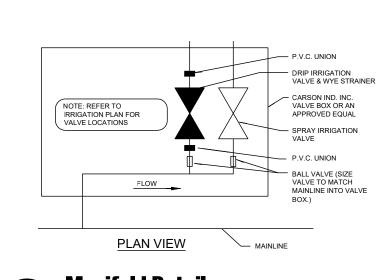
INSTALLATION.



ALLOW A MINIMUM OF 6-INCHES OF DRIPLINE TUBING IN VALVE BOX IN ORDER TO DIRECT FLUSHED WATER OUTSIDE VALVE BOX.

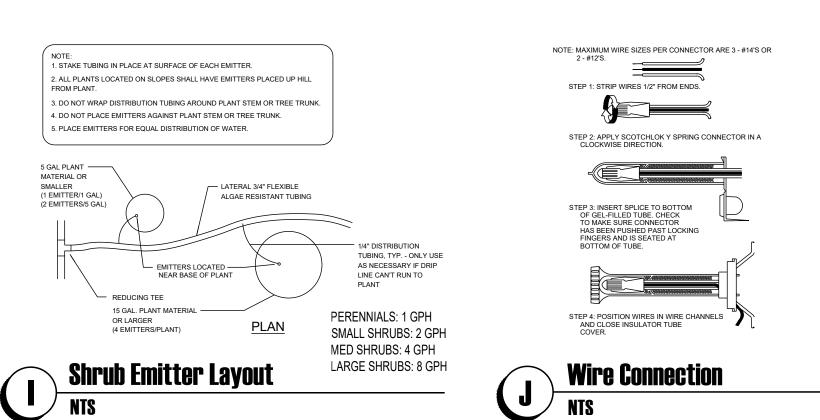


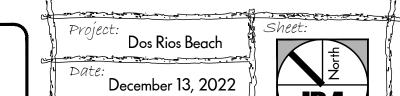
F Bubbler on PVC Riser / Tree Layout NTS





OR LARGER (2 BUBBLERS/PLANT)





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and the second second

Irrigation Details-Task 2

Dos Rios Beach

- Andrews of the state of the s

OWNER: CITY OF GRAND JUNCTION ADDRESS: 901 DOS RIOS CT

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Project Location

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EX1/EX2-Existing Conditions

Landscape Plans

- Enlargement Plan

D1/D2 - **Demolition Plans**

IR1/IR2- Irrigation Plans

IR3/IR4- Irrigation Details

and the second of the second o

G1/G2 - **Grading Plans**

677 25 Road Grand Junction, CO 81505 Phone: 970.210.2155 Email: rb@nviz.biz

Web: www.nviz.biz

ndscape Architecture I Visual Simulation I Graphic Design

Landscape Architect:

Registration:

VALVE & WYE STRAINER

CARSON IND. INC VALVE BOX OR AN

APPROVED EQUAL

- SPRAY IRRIGATION

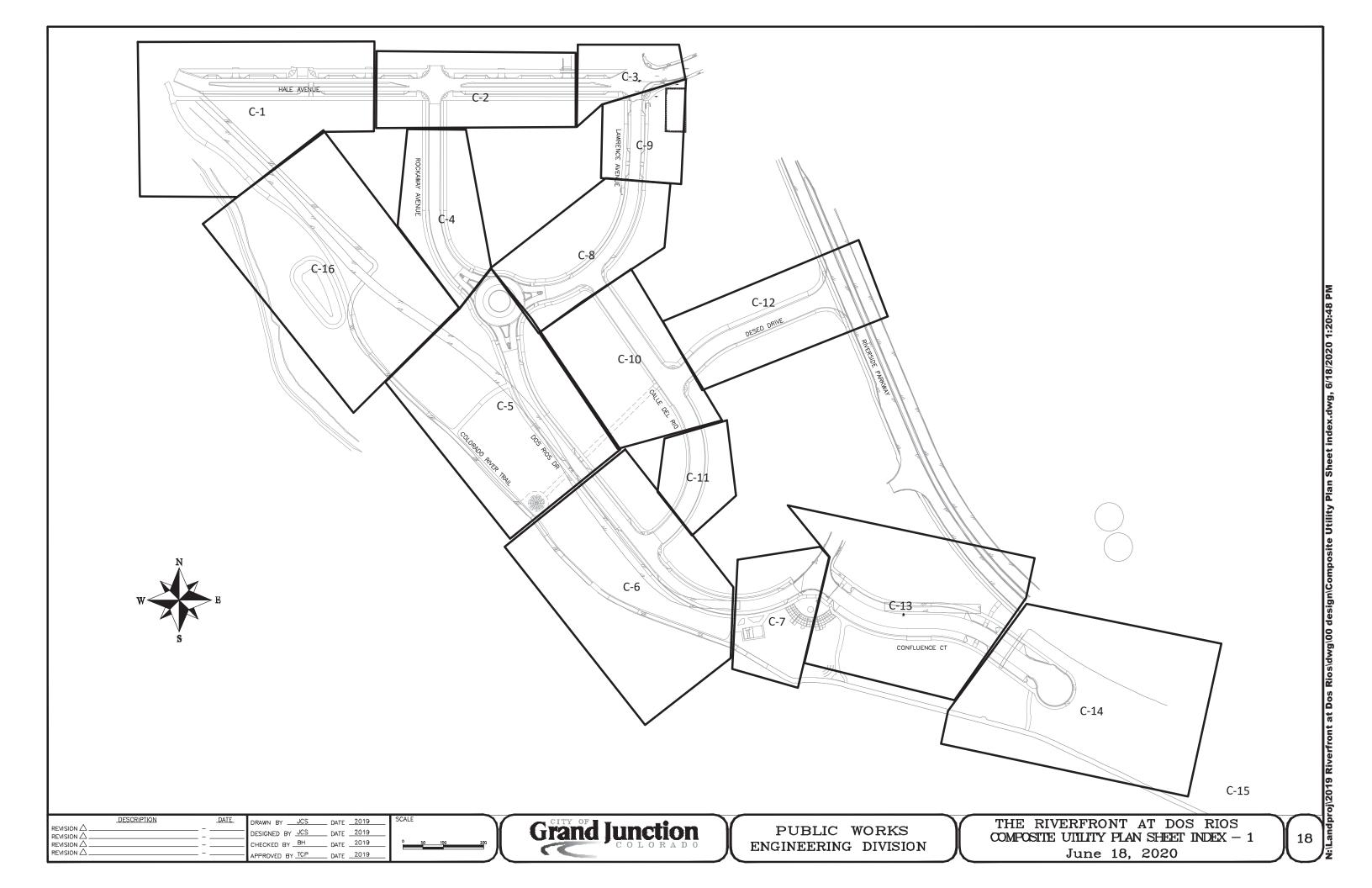
MAINLINE INTO VALVE

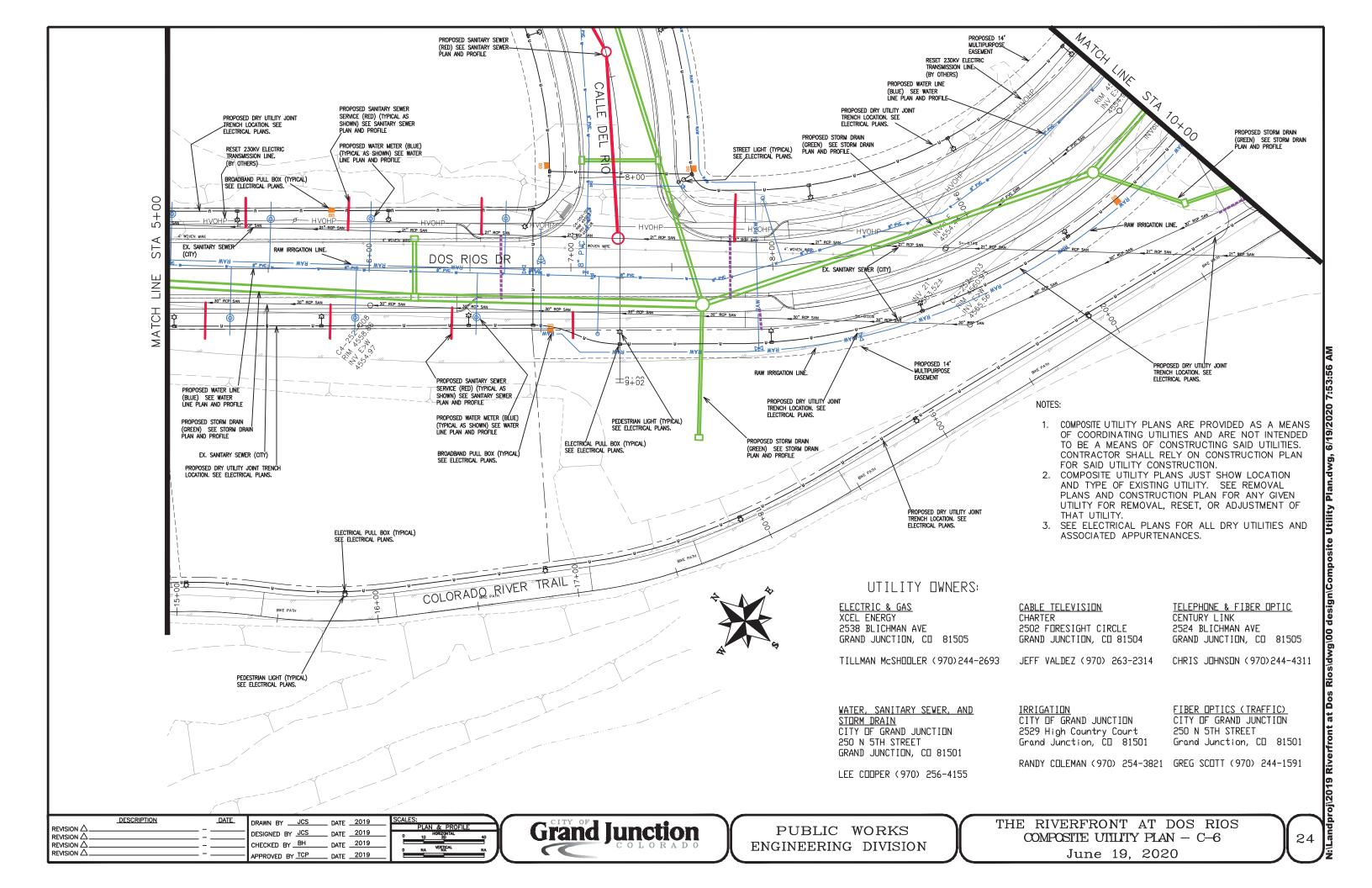
FLOW

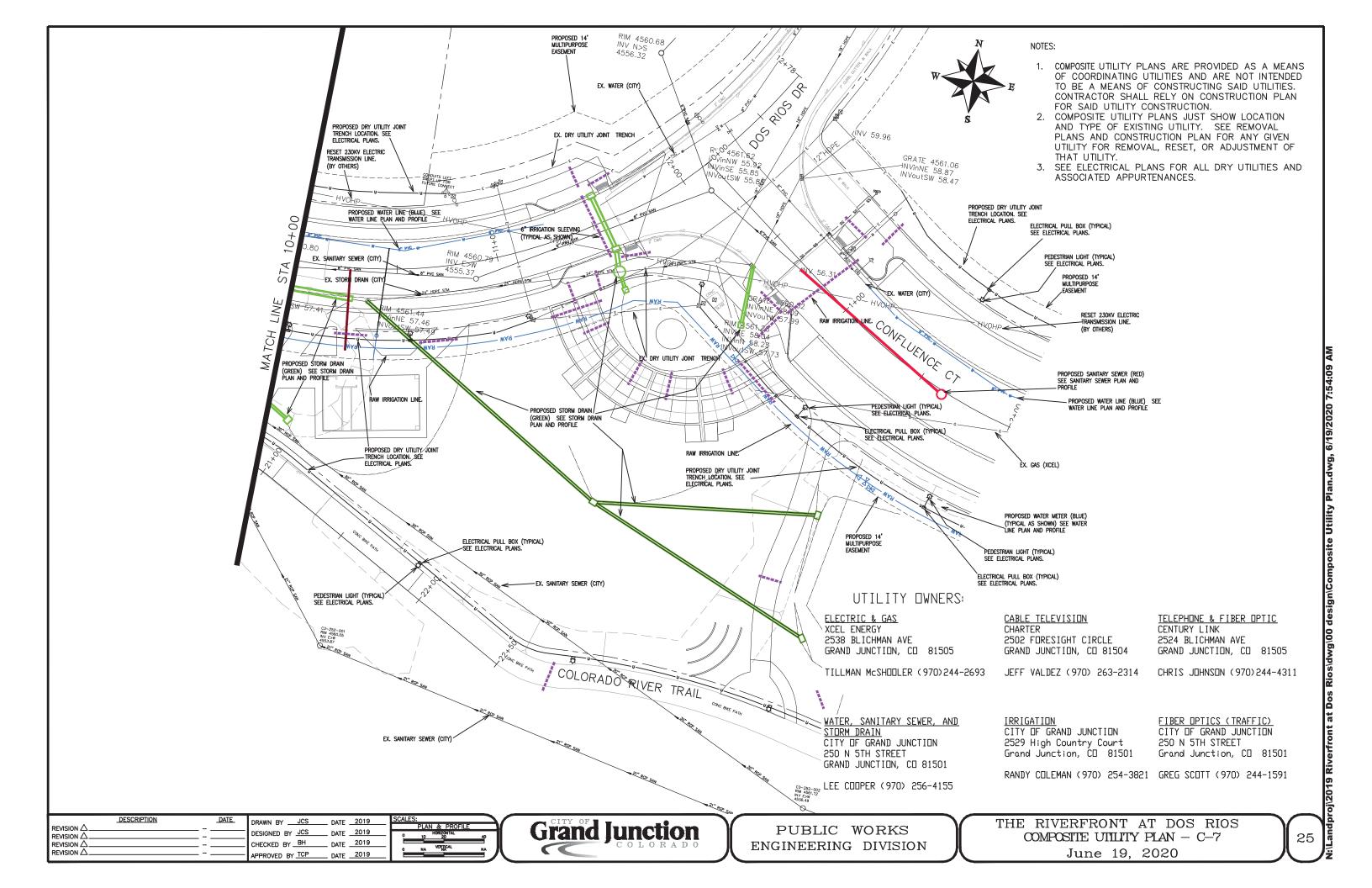
PLAN VIEW

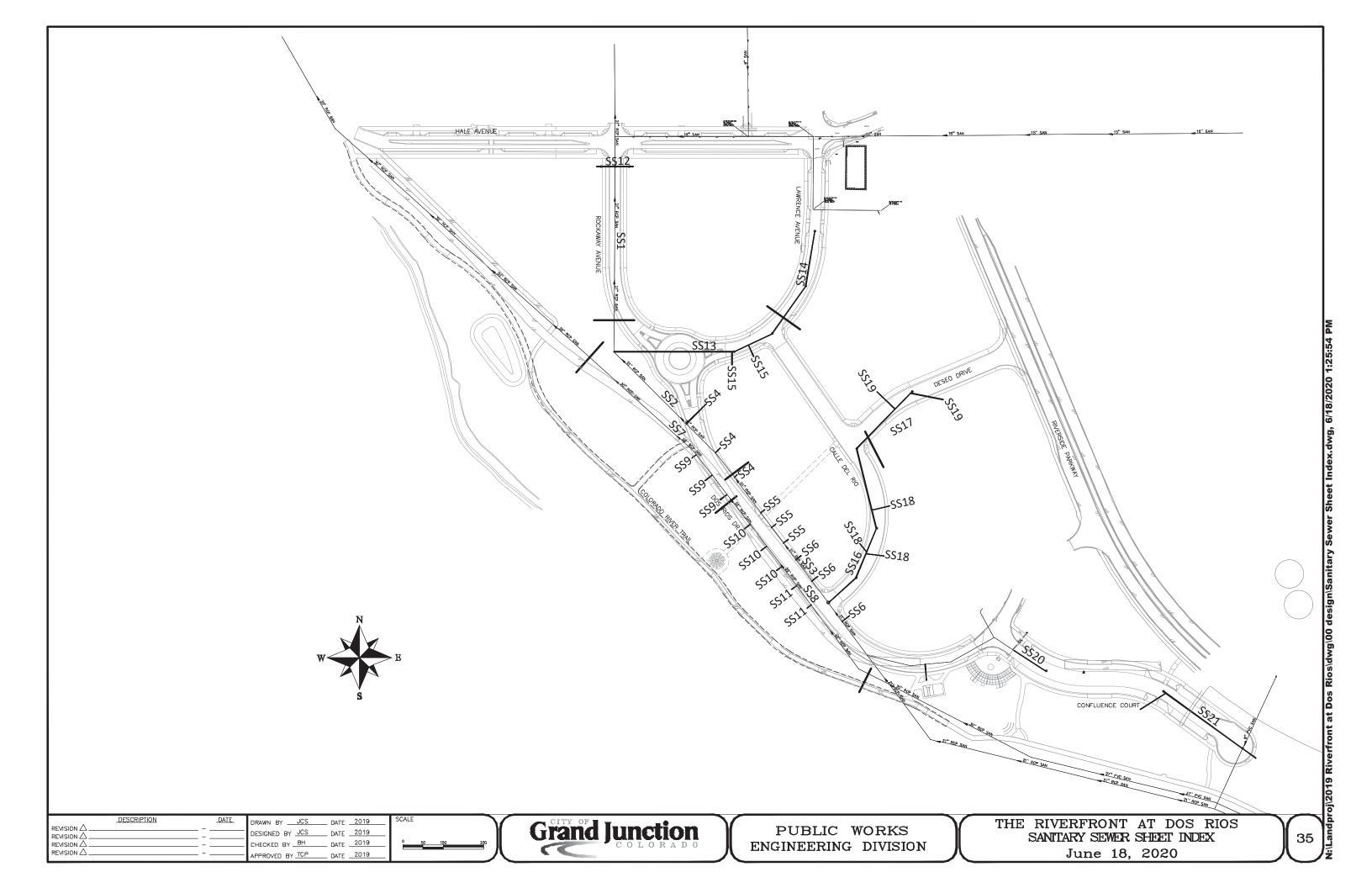
GRAND JUNCTION, CO 81501

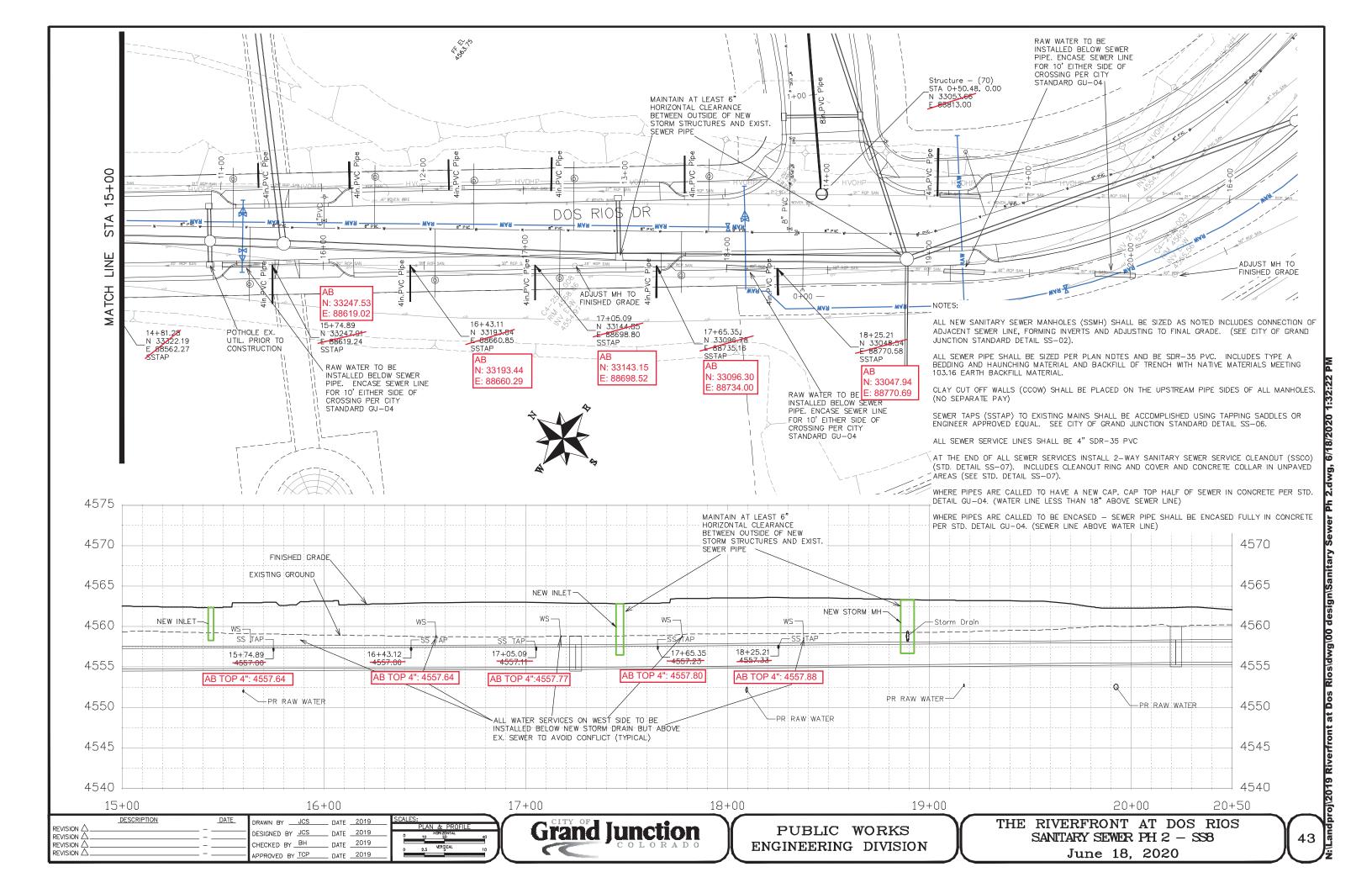
Preliminary Not For Construction

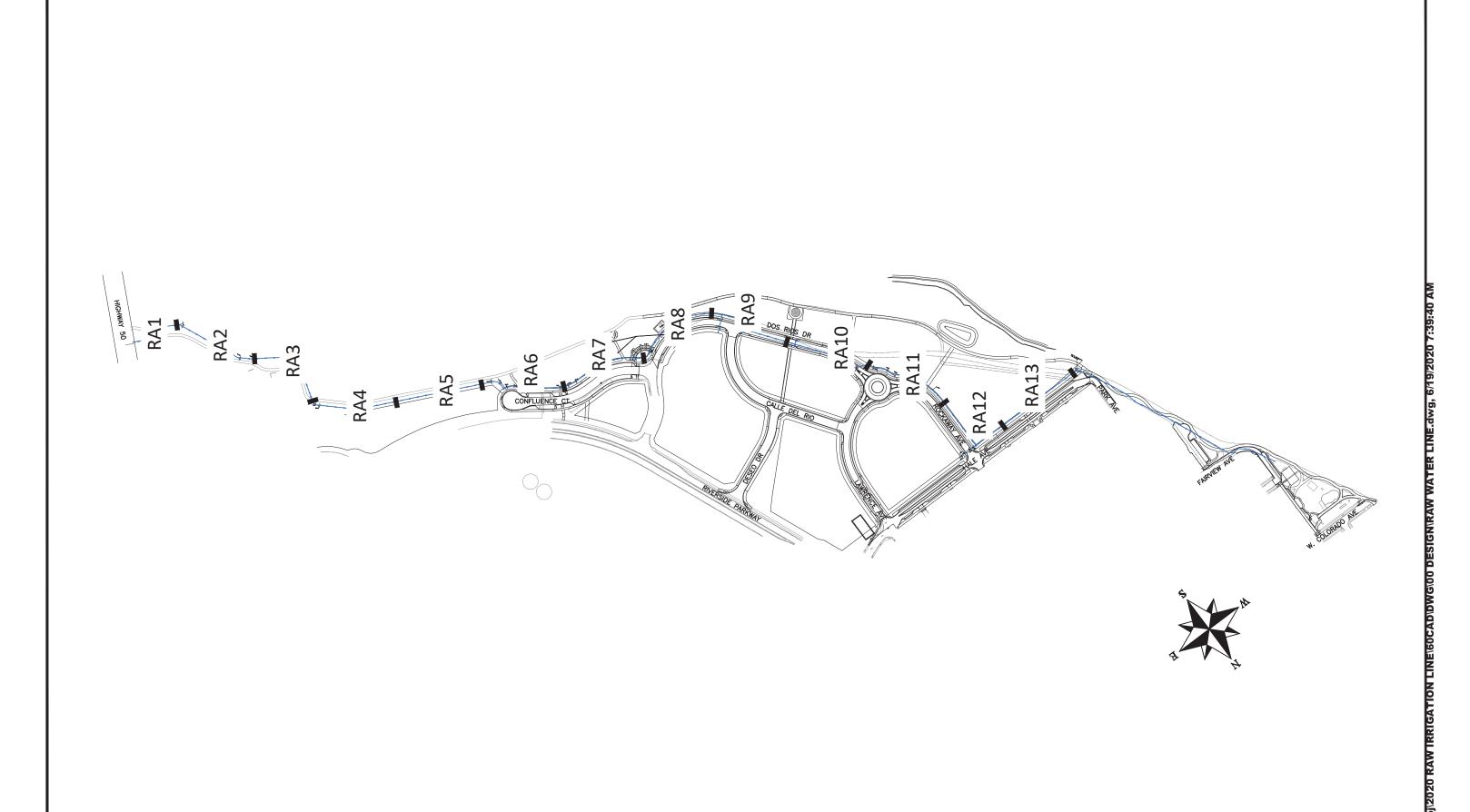












 DESCRIPTION
 DATE
 DRAWN BY
 JCS
 DATE
 2020

 REVISION ⚠
 —
 DESIGNED BY BH JICS
 DATE 2020

 REVISION ⚠
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 CHECKED BY BH
 DATE 2020

 REVISION ⚠
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 APPROVED BY TCP
 DATE 2020

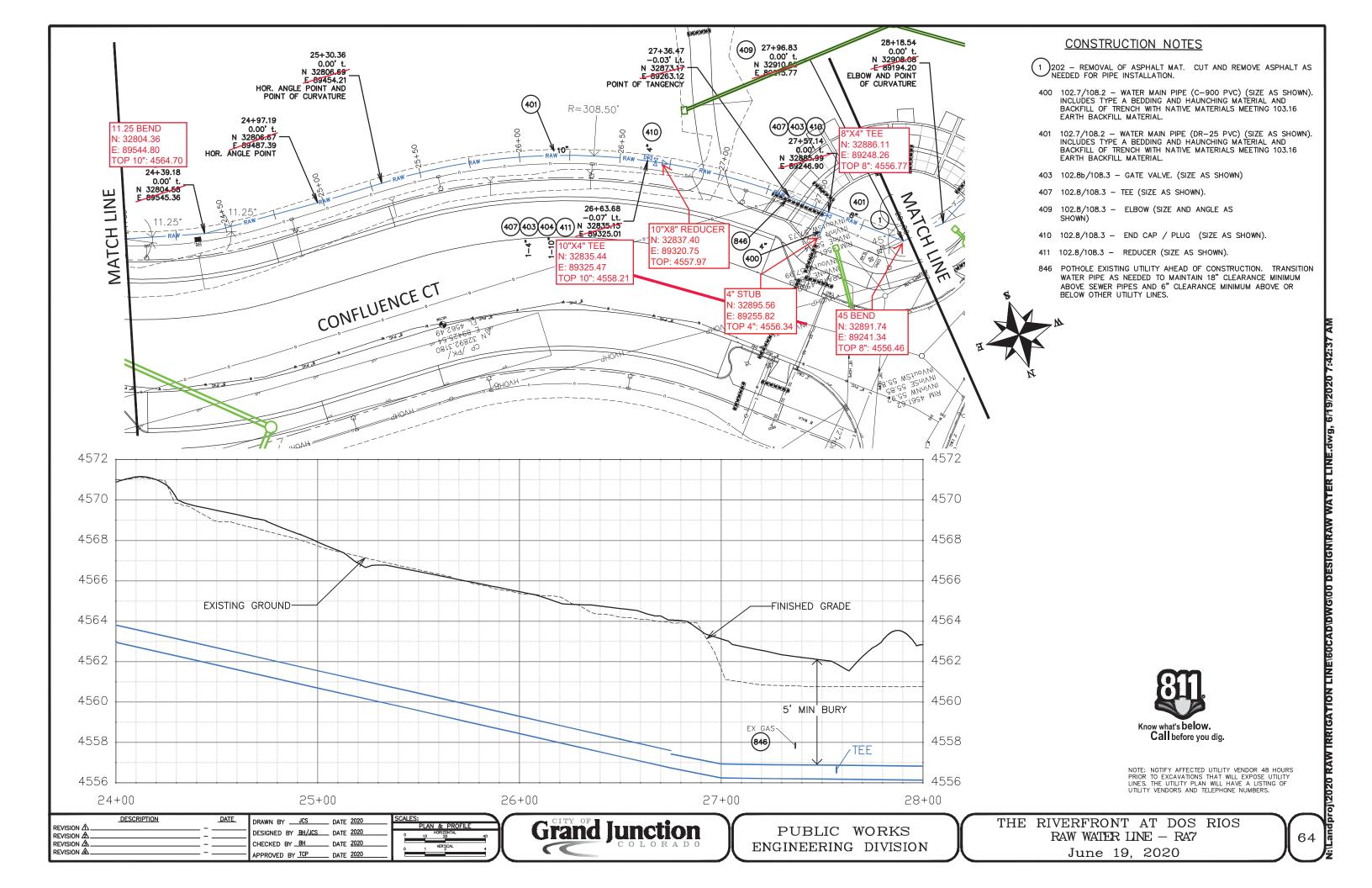
SCALES

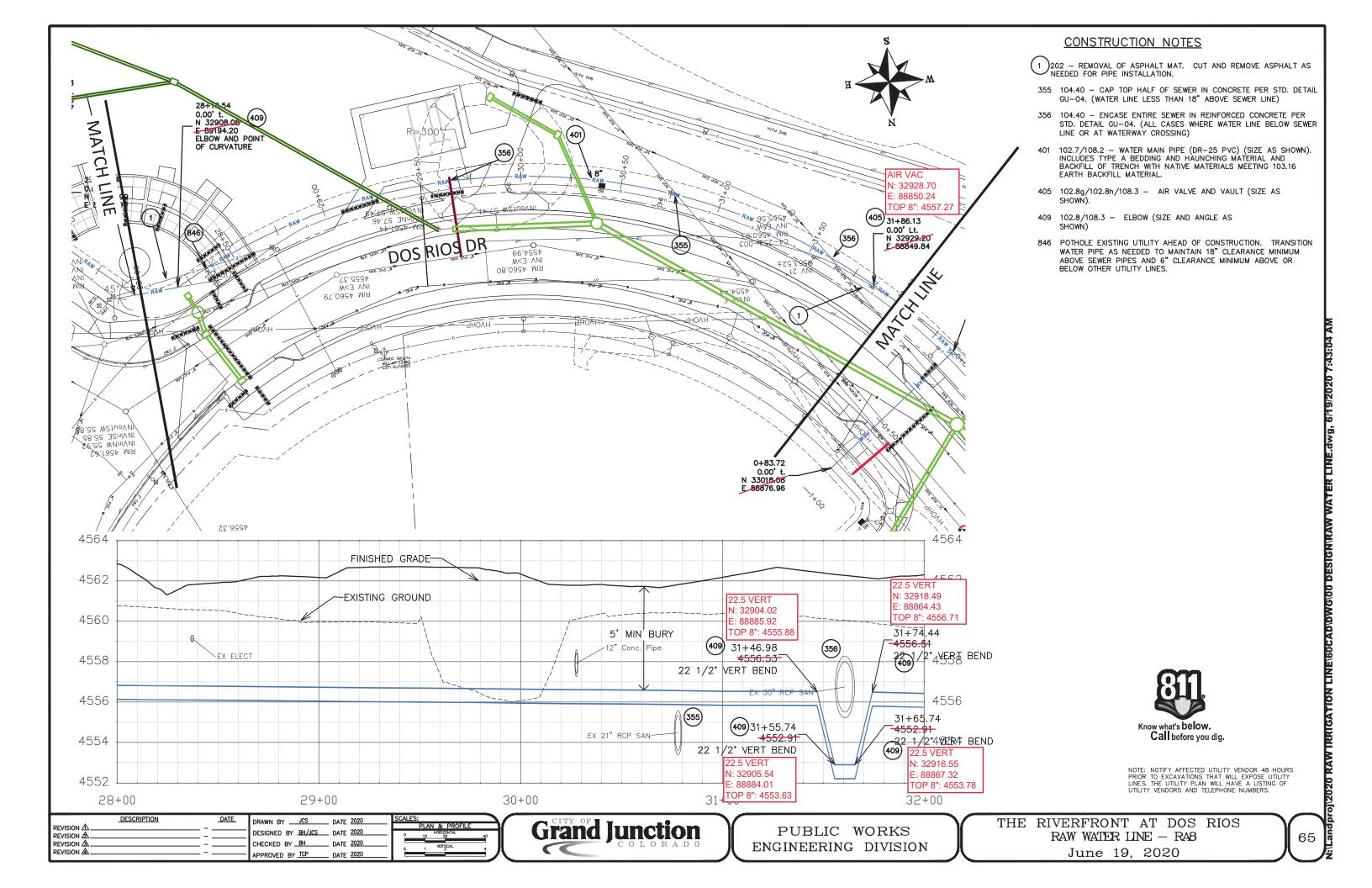
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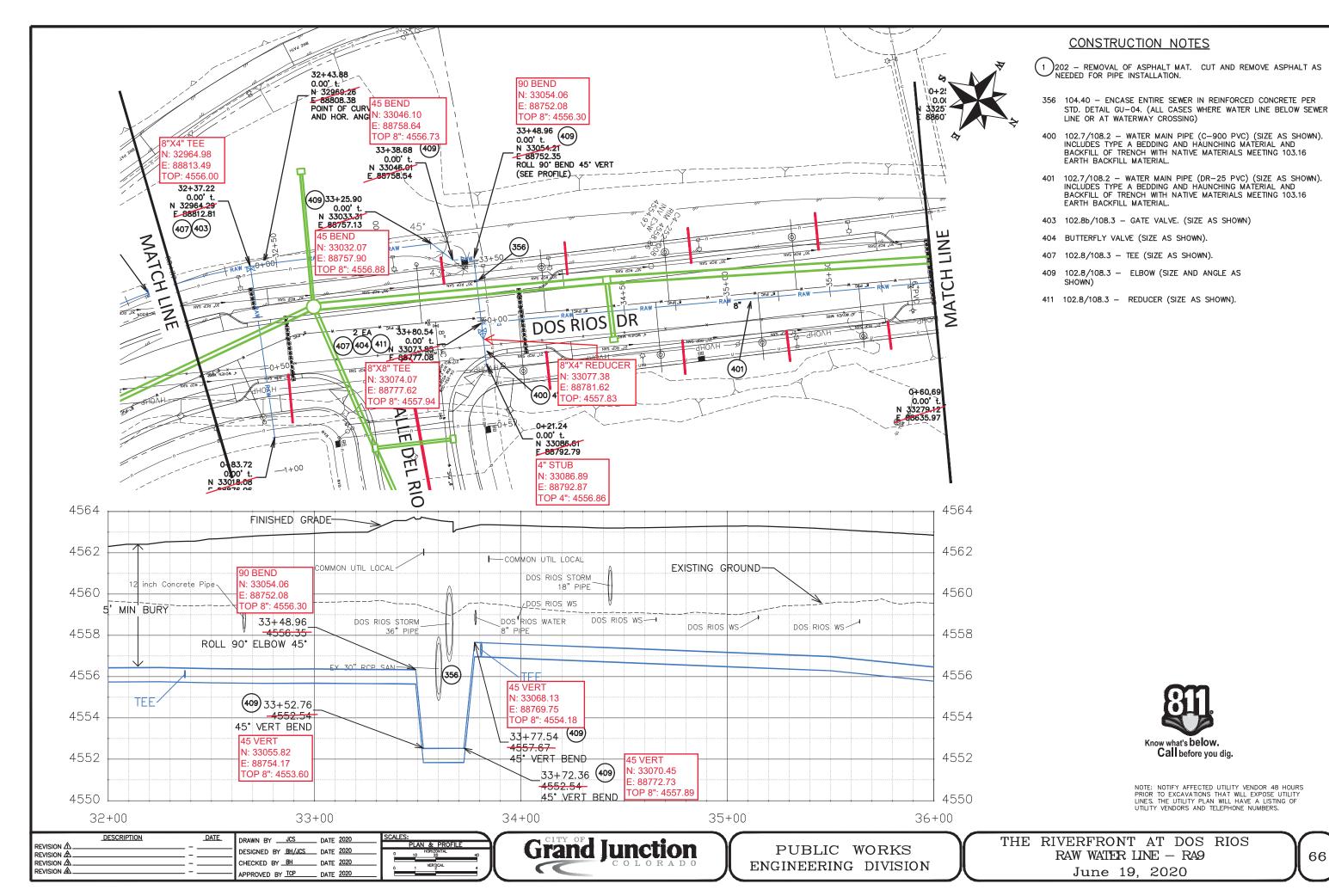
Grand Junction

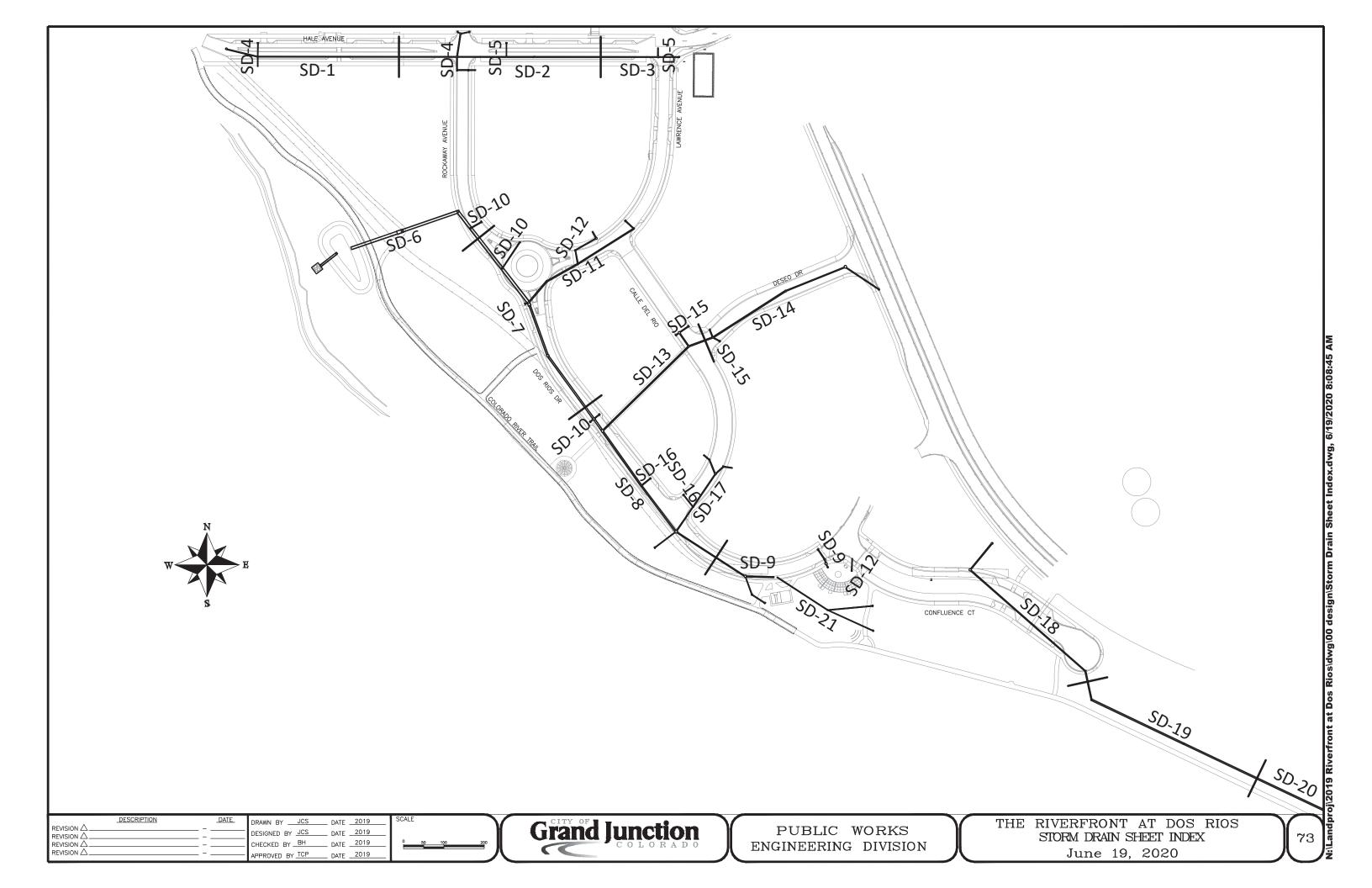
PUBLIC WORKS ENGINEERING DIVISION

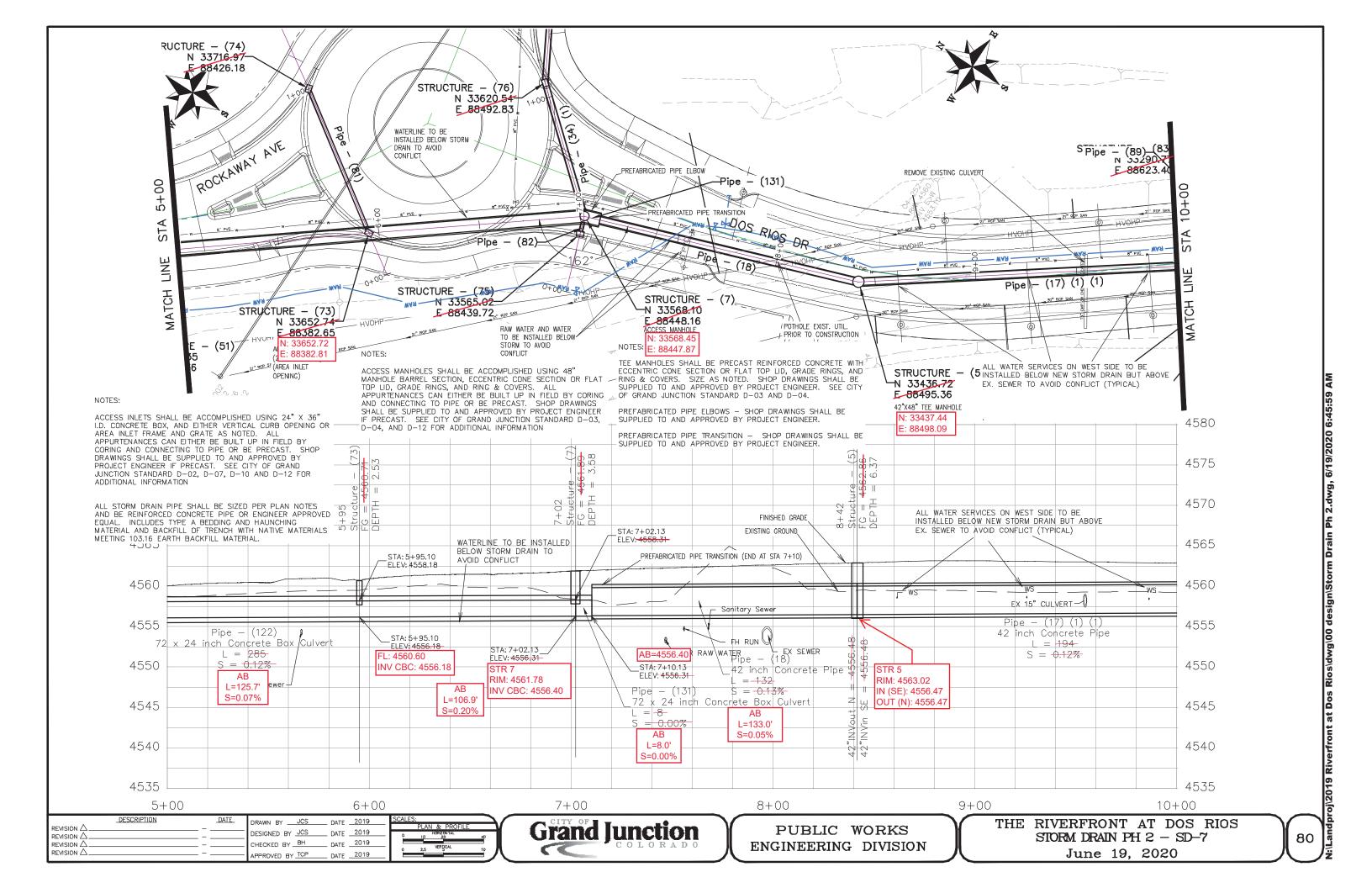
THE RIVERFRONT AT DOS RIOS RAW WATER LINE — KEYMAP June 19, 2020

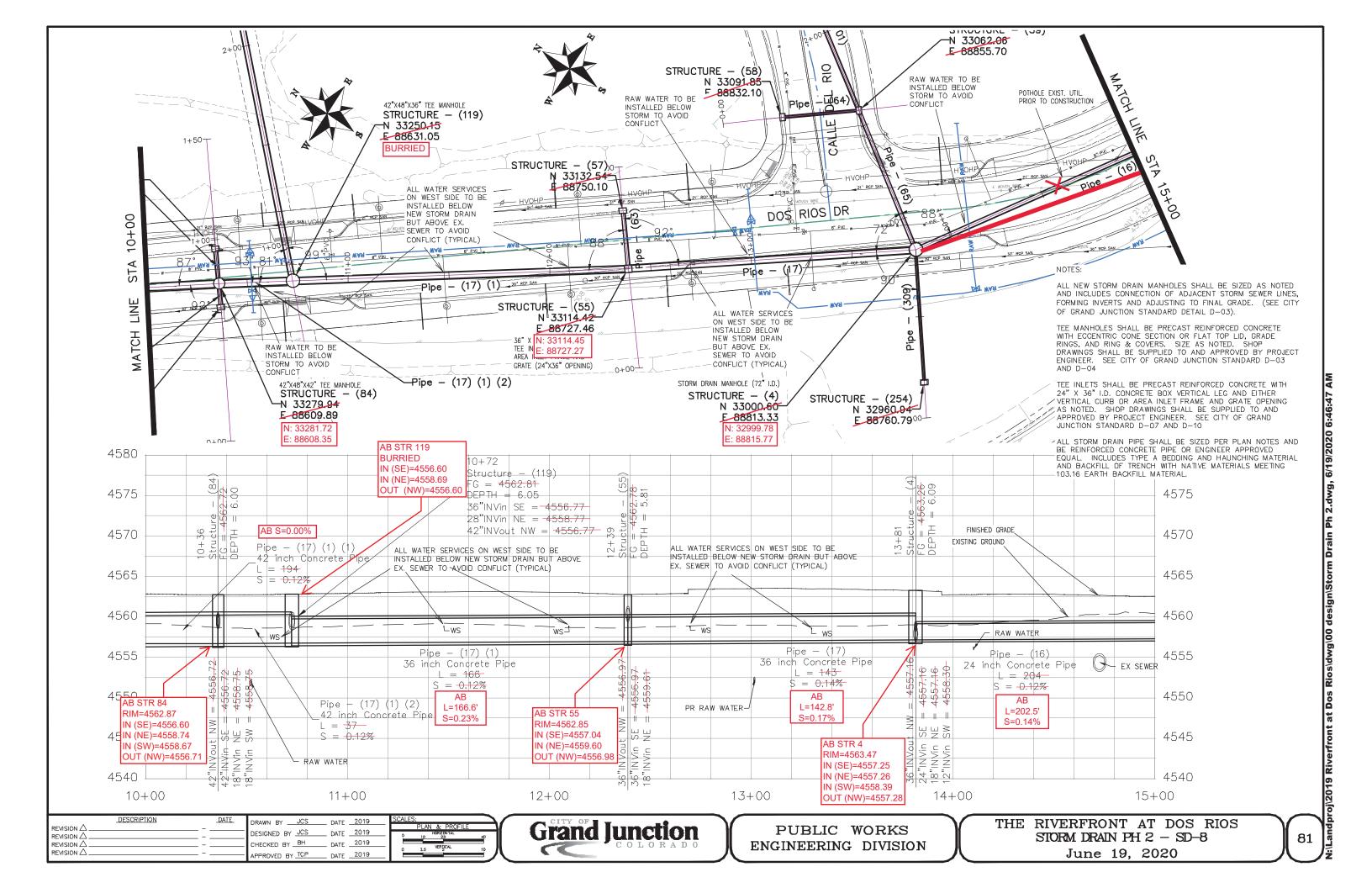


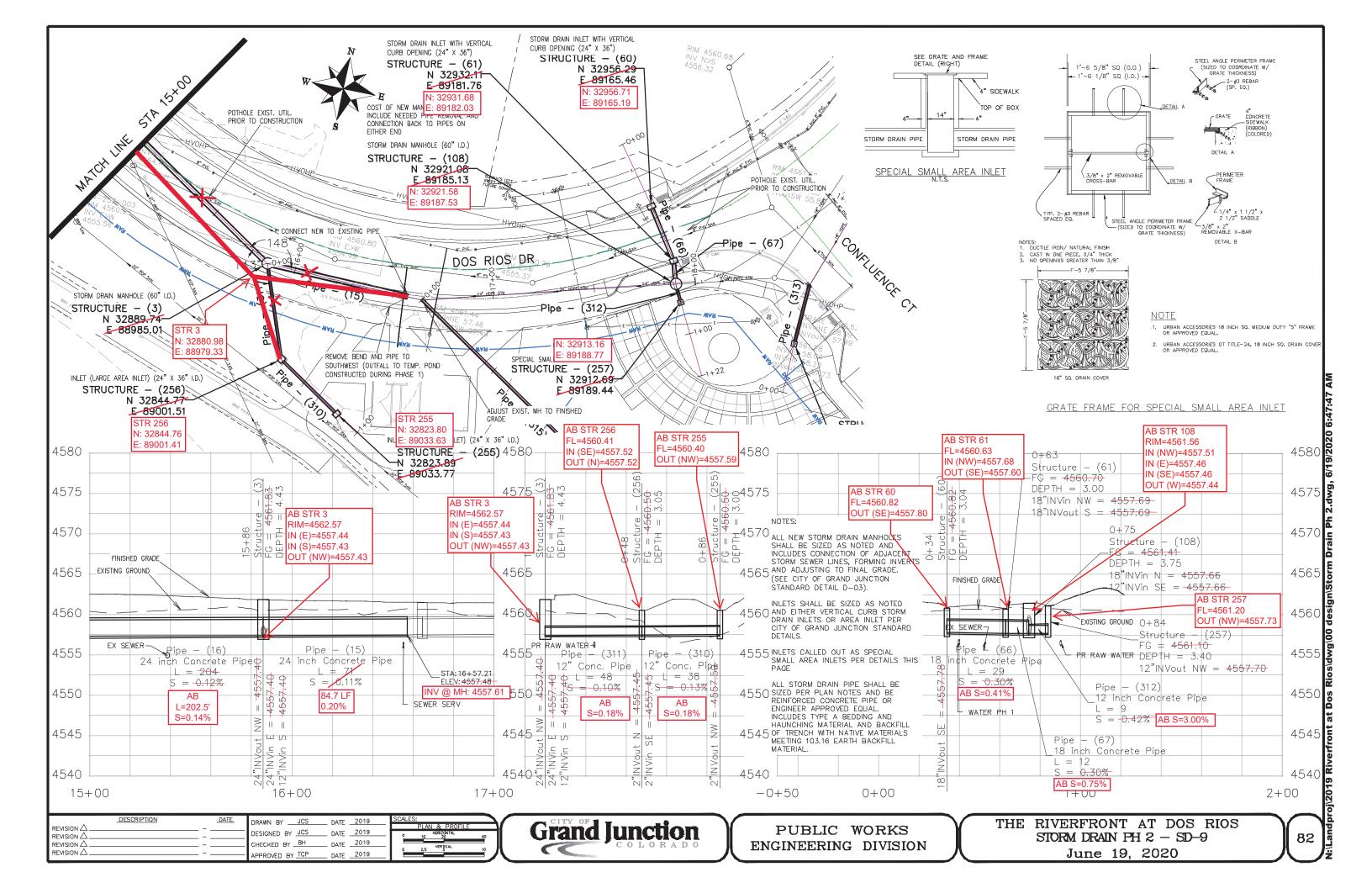


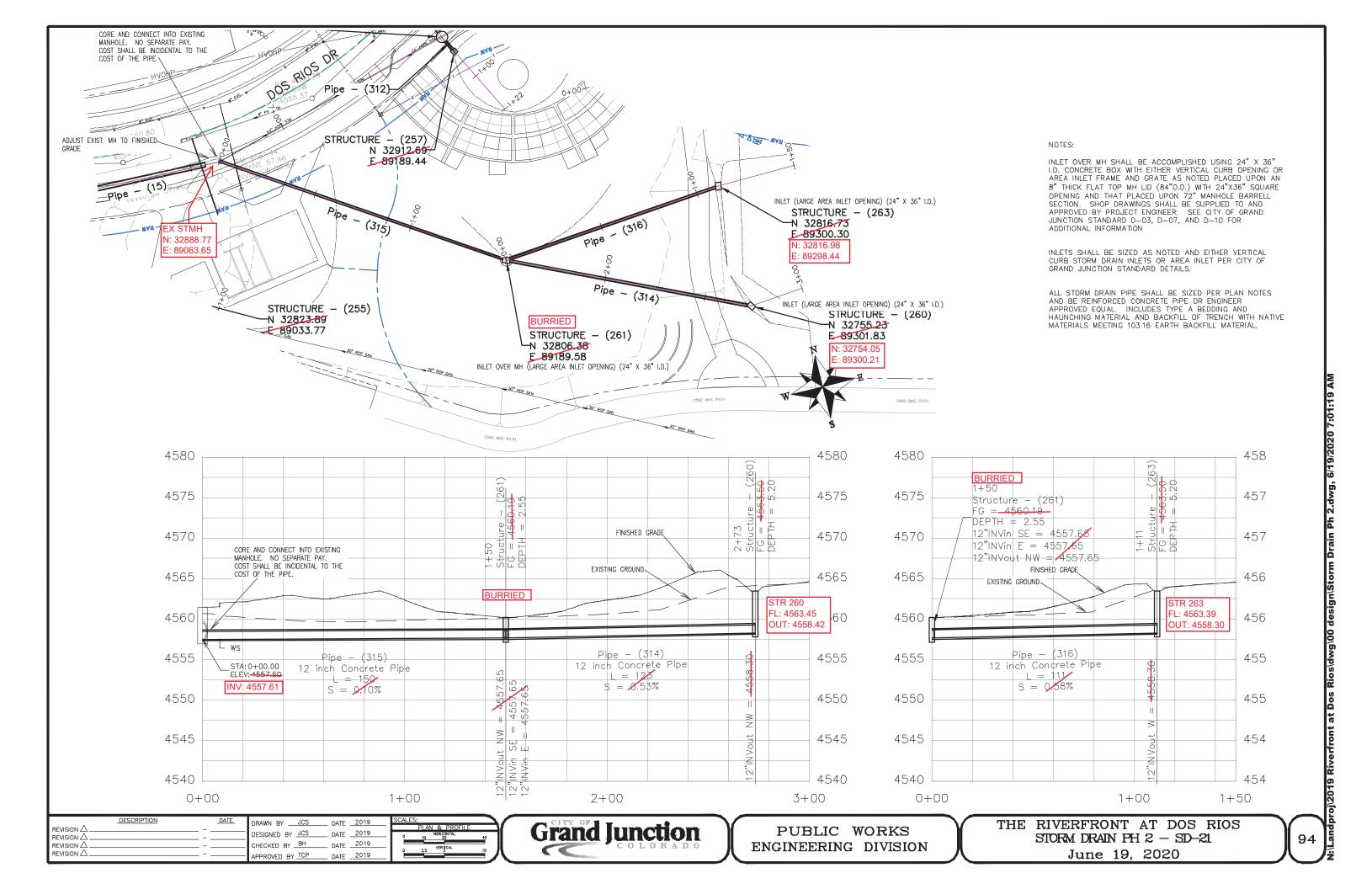


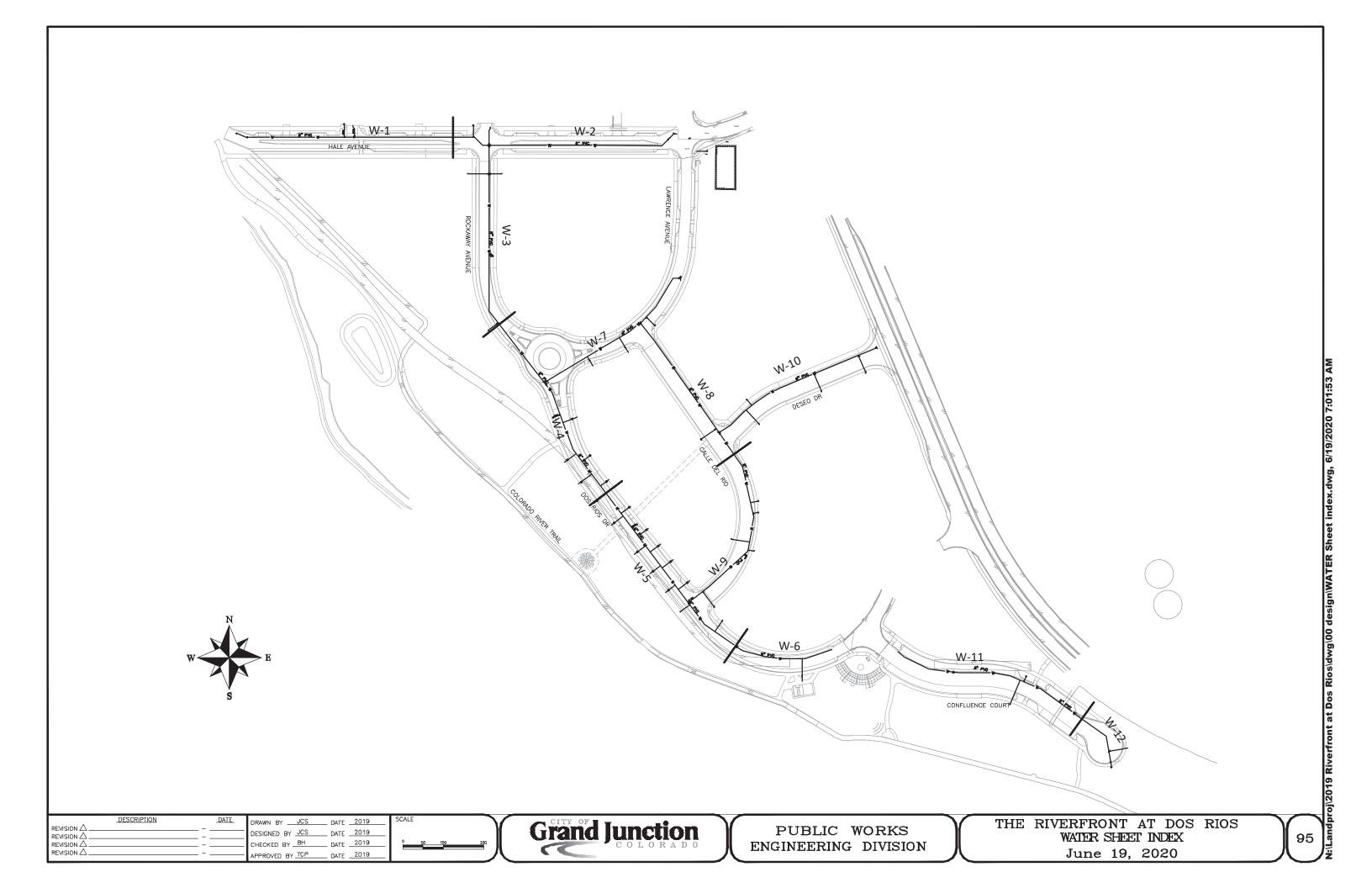


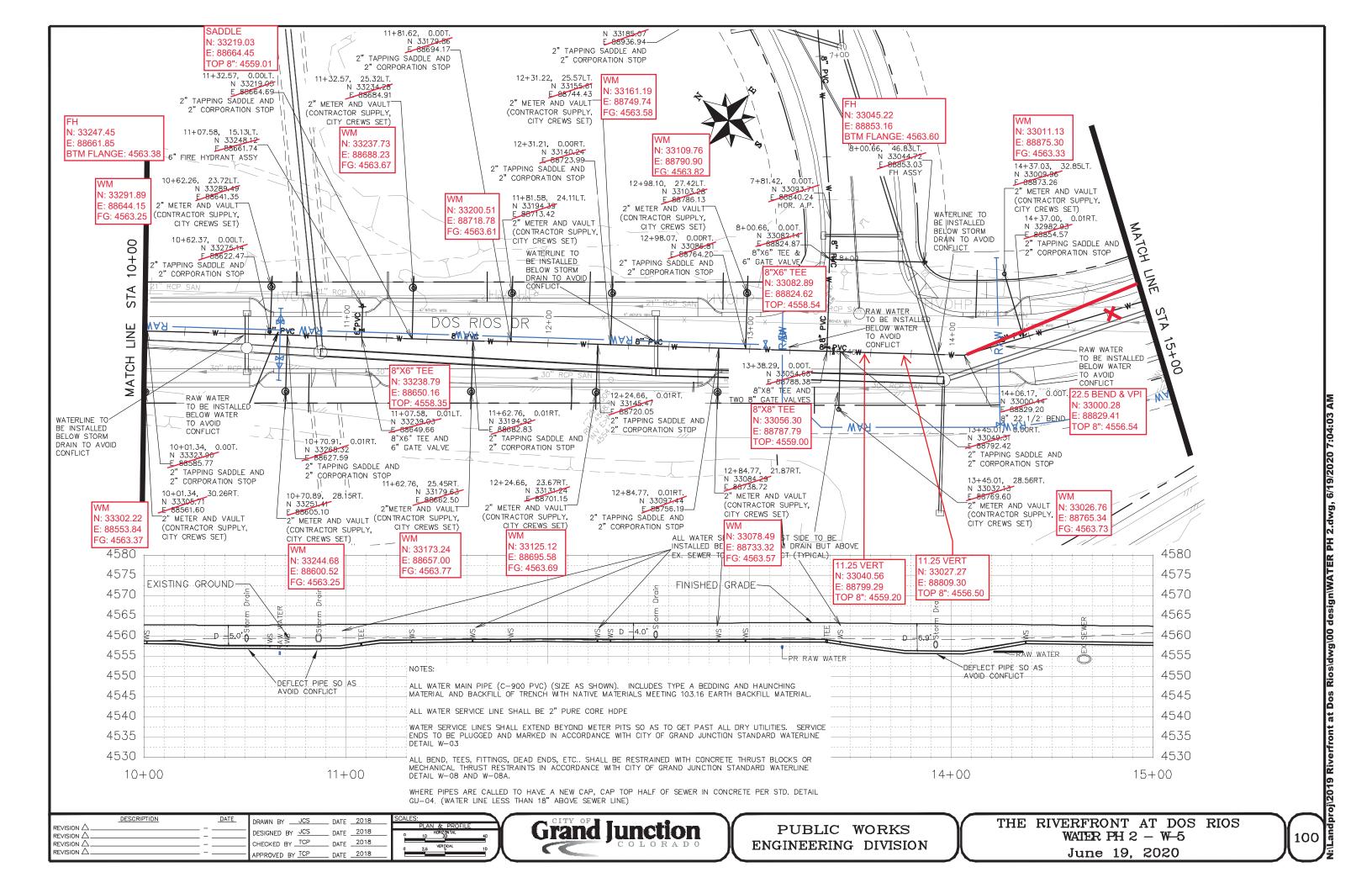


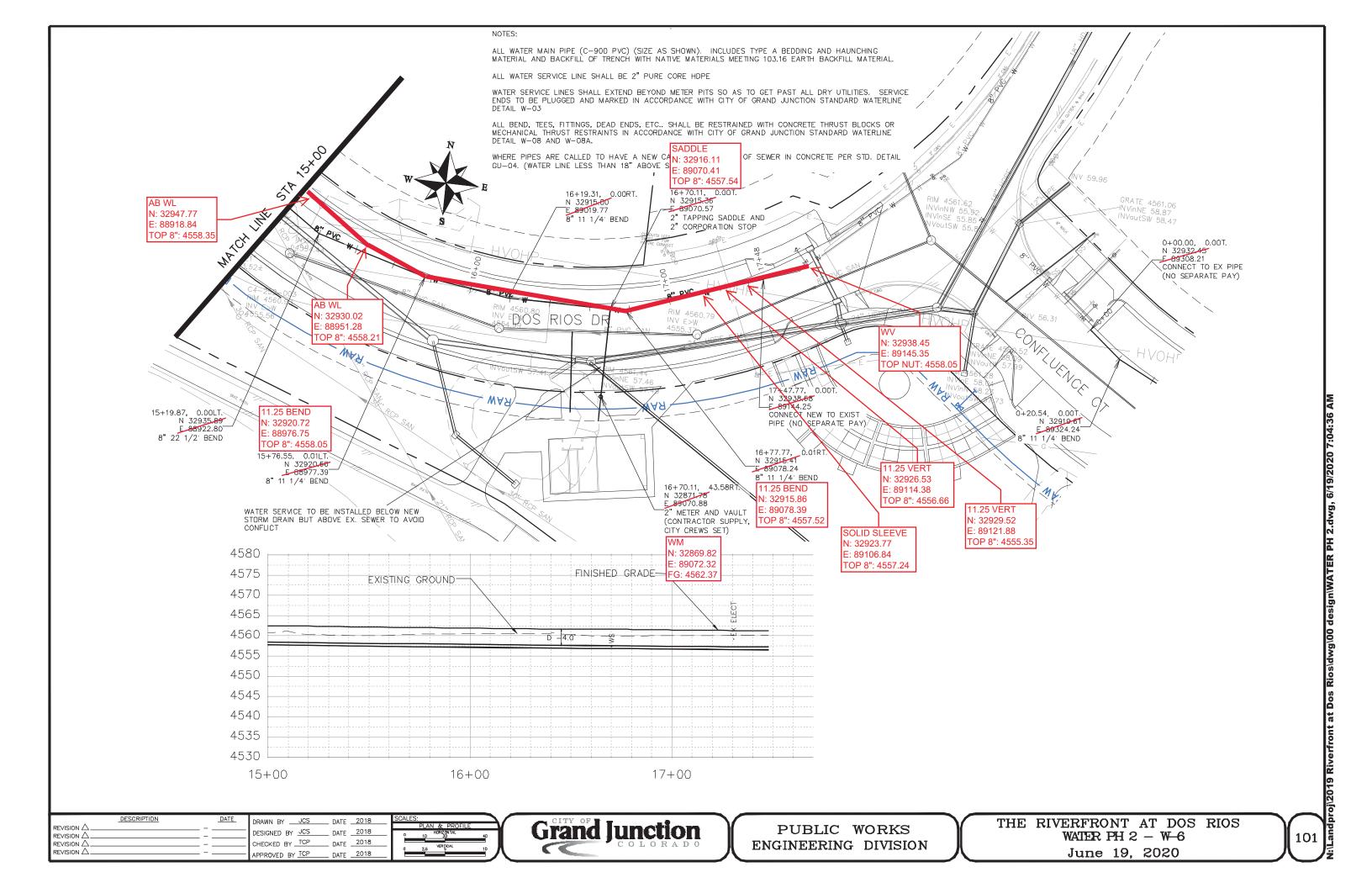


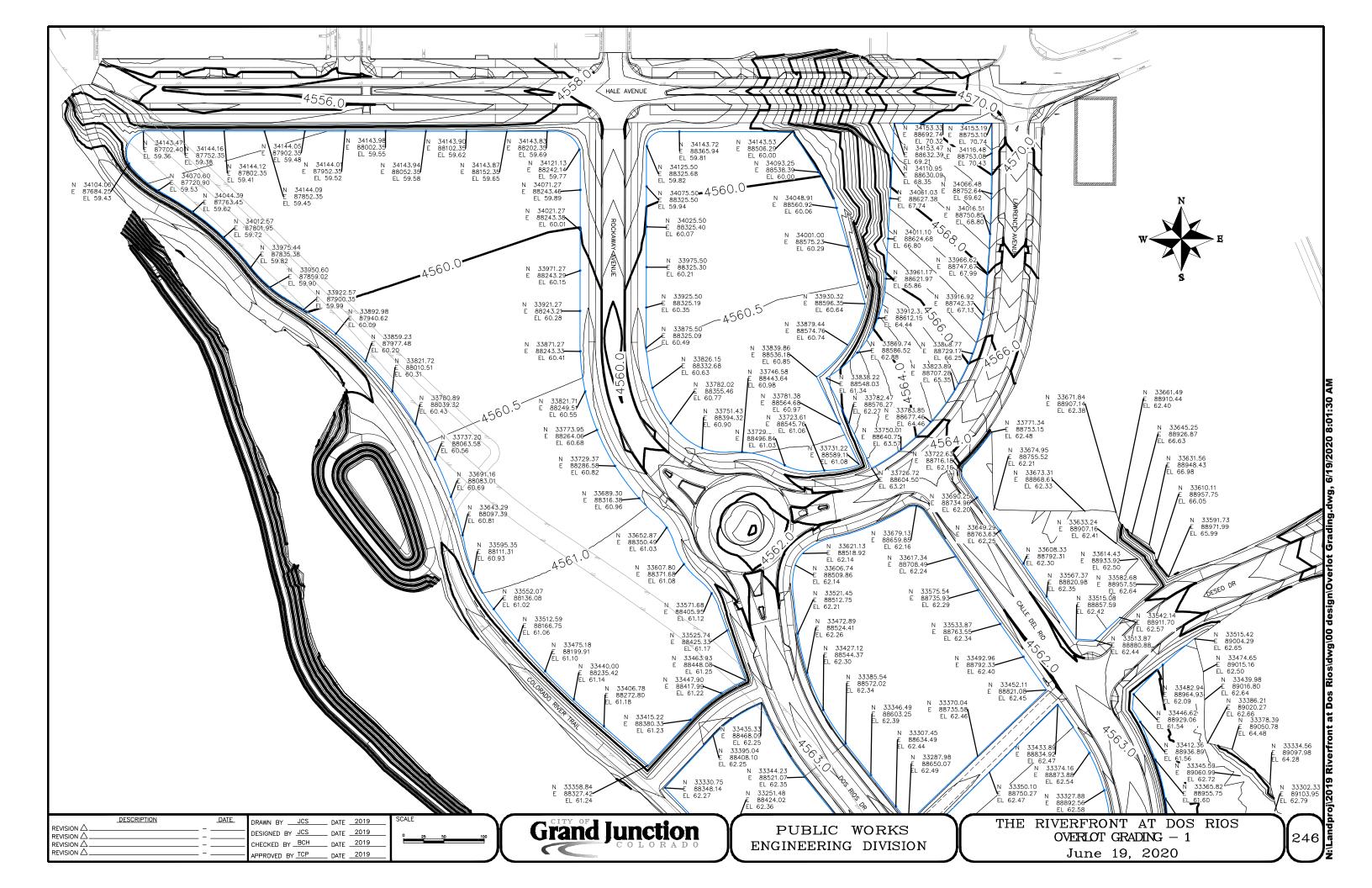


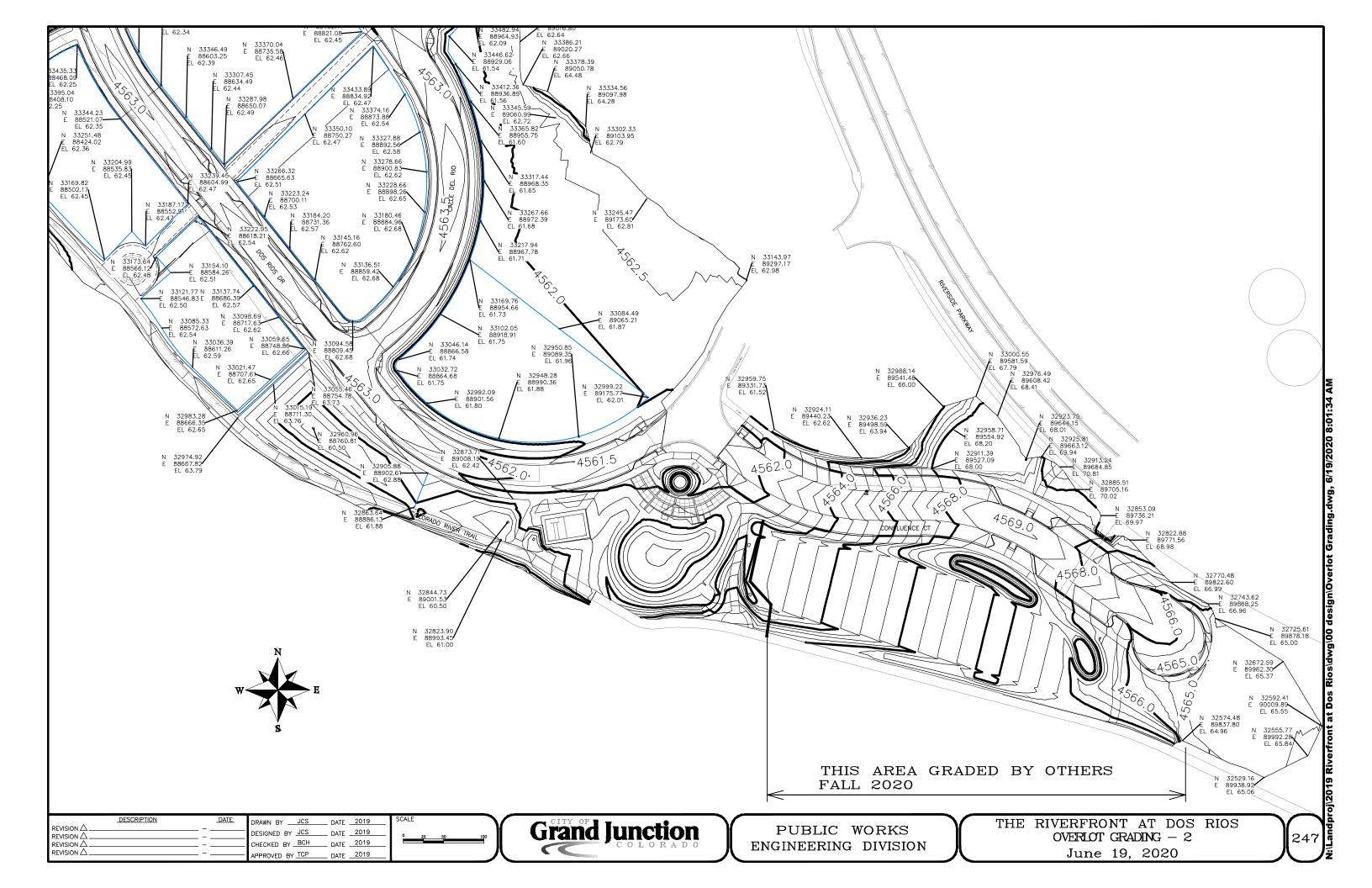














Purchasing Division

ADDENDUM NO. 1

DATE: January 20, 2023

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: RFP-5175-23-DD Design Build Dos Rios Riverfront Improvements Project

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

Please make note of the following clarifications:

1. Question: Is there an Engineers Estimate for the Project that you can share?

Answer: The City does not provide Engineers Estimates as part of the design estimate. Per

the solicitation, we need the Offerors to provide this.

2. Question: Does the City have a quantity summary of the work items from the 100% Design

Package?

Answer: The City did not assemble either of these, particularly because of the uncertainty and

fluctuations of materials, labor, and fuel costs. We feel much more comfortable

allowing the Offerors to determine their own estimates.

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

All other conditions of subject remain the same.

Respectfully,

Dolly Daniels, Senior Buyer

Song Saniels

City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 2

DATE: February 7, 2023

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: RFP-5175-23-DD Design Build Dos Rios Riverfront Improvements Project

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

Please make note of the following clarifications:

1. **Question:** Sheet D2, Keynote 6 states that no work shall occur within the floodway; however,

Key Notes 1 & 2 require Clearing, Grubbing, and Revegetation Work along with

beach construction within the floodway. Please clarify.

Answer: Keynote #6 should specify that clearing and grubbing areas extending below the

floodway boundary line are limited to clearing, grubbing and connecting proposed foot paths to existing foot paths. Any proposed work below the floodway boundary line must be returned to the same existing surface elevation. Proposed surface

elevation must match existing surface elevation.

2. Question: Sheet G2; Please clarify what concrete color is required for concrete slabs

underneath the Shade Canopy(s)

Answer: Please bid the stained concrete as an add alternate. In that alternate, the concrete

should match the color bands of concrete from the Dos Rios Plaza area. These were

acid-stained. Stain to be Surestain by Surecrete, color = "Spicenut."

3. Question: Sheet L2, Detail 4 (Trail). Is there any specific subgrade preparation required for the

trail/beach?

Answer: The prepared subgrade should include removal of all topsoil and other deleterious

materials, It should be scarified, moisture conditioned and compacted to 95%

standard proctor, at 2% +/- moisture content.

4. Question: Sheet L2, Plant Schedule. The indicated Height/Width of the Lanceleaf Cottonwood,

Freemont Cottonwood and Native Chokecherry trees are 60 ft x 60 ft and 20 ft x 20 ft,

respectively. Is this correct, especially since the caliber is 2.5" – 1.5"? Please clarify.

Answer: The tree sizes, 60 ft x 40 ft, 60 ft x 60 ft and 20 ft x 20 ft are mature height and width

of these trees. Upon install, the Contractor needs to deliver the following caliper: 2.5"

on the cottons and 1.5" on choke cherry.

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

All other conditions of subject remain the same.

Respectfully,

Dolly Daniels, Senior Buyer

Song Saniels

City of Grand Junction, Colorado



Purchasing Division

ADDENDUM NO. 3

DATE: February 9, 2023

FROM: City of Grand Junction Purchasing Division

TO: All Offerors

RE: RFP-5175-23-DD Design Build Dos Rios Riverfront Improvements Project

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

Please make note of the following clarifications:

1. **Question:** Section 7.0: Solicitation response Form: Is the Fixed Fee to be included in the

Guaranteed Maximum Price (GMP) or is the GMP only to include the price of Task 1

and task 2?

Answer: The Fixed Fee needs to be divided between Task 1 and Task 2. The price for Task 1

should be all inclusive and the price for Task 2 should be all inclusive.

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

All other conditions of subject remain the same.

Respectfully,

Dolly Daniels, Senior Buyer

City of Grand Junction, Colorado



CLARKE & CO.

3017 HWY 50 GRAND JUNCTION CO, 81503 (970) 241-5317 FAX (970) 241-2874

REVISED DESIGN BUILD PROPOSAL VE1

Project: Design Build Dos Rios Riverfront Improvements

Owner: City of Grand Junction

Date June 27, 2023

Clarke & Co., Inc. provides the following proposal for constructing the above referenced project in Grand Junction, CO. Proposal is per reduced scope schematic plan sheets marked up by City staff 6-2023 with additional deletions / reductions as detailed below. Proposal is limited to items listed with exclusions and exceptions listed below, proposal is as follows:

Description	Unit	Qty	Unit Price	Total Price
Clearing and Grubbing	LS	1.00	\$18,500.00	\$18,500.00
Site Grading	LS	1.00	\$14,150.00	\$14,150.00
4" Raw Water Mainline	LF	700.00	\$17.00	\$11,900.00
Stormwater Management	LS	1.00	\$6,050.00	\$6,050.00
Site Concrete - Stairs	SF	622.00	\$43.00	\$26,746.00
Site Concrete - Flatwork	SF	1,500.00	\$15.70	\$23,550.00
Handrails	LF	54	\$205.00	\$11,070.00
Steel Safety Railing	LF	64	\$225.00	\$14,400.00
Post and Rope Fence with Concrete Landscape Curbing	LF	170	\$26.00	\$4,420.00
Tree Plantings	EA	3	\$525.00	\$1,575.00
Shrub Plantings	EA	56	\$55.00	\$3,080.00
Topsoil and Amendment	SF	3240	\$2.25	\$7,290.00
Pine Bark Mulch w/ No Weed Barrier	SF	3240	\$1.50	\$4,860.00
Masonry Sand Beach and Trails	SF	22000	\$1.60	\$35,200.00
Soil Conditioning, Seeding, and Mulching	AC	0.4	\$9,300.00	\$3,720.00
Boulder Retaining Walls	FF	567	\$52.00	\$29,484.00
Irrigation System	LS	1.00	\$21,000.00	\$21,000.00
Mobilization and General Conditions	LS	1.00	\$13,000.00	\$13,000.00
Total Proposal				\$249,995.00

Additional Deletions and Reductions to Drawings:

- 1. Delete 2 planted islands within the sand area including all post and cable fences, mulches, plants and trees, and topsoil.
- 2. Change boulder walls and concrete pads on West side of stairwell from 2 sites to 1 site and reduce total size of area. This reduces boulder walls, concrete, safety railing, grading, etc.
- 3. City of Grand Junction is responsible for the asphalt and concrete repair necessary for the irrigation / utility tie ins.
- 4. City of Grand Junction is responsible for all street sweeping (if necessary).

Exceptions and Exclusions:

- 1. All electrical / communication scope is by the City of Grand Junction (power to controller location).
- 2. Proposal does not include any design, permitting, as-builts, consultation, engineering, or testing whatsoever.
- 3. Proposal assumes electronic files and base information / station will be transmitted to surveyor by City Staff.
- 4. No State of CO, Army Corps of Engineer, EPA, or other federal permitting or coordination is included.
- 5. Disturbance is less than 1 AC and therefore no Stormwater permitting is included.

Thank you for the opportunity,		
Jobely Clarke		
Wacey Clarke President Clarke & Co., Inc.	Date: June 27, 2023	
Proposal Accepted:		
	Date	

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Amount due in full upon billing. A late payment charge of 1-1/2% (18 % annually) plus costs of collection including Clarke & Co., Inc.'s reasonable attorney fees will be assessed on past due accounts unless prior arrangements have been agreed to in writing.

Clarke & Co., Inc. Design Build Dos Rios Riverfront Improvements Project

February 15, 2023

To the City of Grand Junction Staff:

Clarke & Co., Inc. of Grand Junction, CO wishes to provide a complete Design Build Proposal for RFP-5175-23-DD Design Build Dos Rios Riverfront Improvements Project that bids on February 15, 2023.

Clarke & Co., Inc.'s Principal Contact Person who is authorized to make presentations and has signatory power on behalf of the firm:

Wacey R Clarke, President 3017 HWY 50 Grand Junction CO 81503 970-241-5317 office 970-261-4110 cell wacey@gjclarkeandco.com

Clarke & Co., Inc. agrees to all requirements of the RFP:

Sincerely,

Wacey Clarke

President, Clarke & Co., Inc.

Clarke & Co., Inc. 2023 Design Build Dos Rios Riverfront Improvements Project February 15, 2023

Qualifications / Experience-

Clarke & Co., Inc. has been constructing playgrounds, athletic facilities, campgrounds, and open space projects for government agencies for almost 30 years in the Rocky Mountain region. We have a great deal of pride in our customer list which includes the USDA Forest Service, Colorado Parks and Wildlife, Bureau of Land Management, and multiple county and municipal government agencies.

Clarke & Co., Inc. has <u>never</u> defaulted on a contract, <u>never</u> has been in litigation, has <u>never</u> completed a project late, and has never completed a project over budget. We are willing to work harder and smarter than our competition and demand the same commitment from the subcontractors we hire. Our company's goal is (and will always be) 100% customer satisfaction built upon honesty, open communication, a core value of safety, and an exceptional work ethic.

The Dos Rios Riverfront Improvements project fits our company's talents very well, and we are 100% confident that the City of Grand Junction will be pleased if we are awarded this project. Please consider these past projects (all within the region) as testament to our ripe experience in constructing similar facilities:

Some of the government owned facilities Clarke & Co., Inc. has constructed or built elements of:

Colorado Parks and Wildlife-Ridgway State Park Mancos State Park Rifle Gap State Park Sylvan Lake State Park Sweitzer Lake State Park Navajo Lake State Park Highline Lake State Park Fruita State Park Connected Lakes State Park Island Acres State Park Crawford State Park Paonia State Park Steamboat Lake State Park Yampa River State Park Stagecoach Lake State Park Colorado River Riverfront Trail

USDA Forest Service-Lottis Creek Campground Rosy Lane Campground Mesa Lakes Campground Island Lake Campground

Columbine Campground

Bureau of Land Management-Hubbard Mesa OHV Facility Gunnison Rec Sites

Municipal:

Town of Ridgway- Heritage Park

City of Montrose – Montrose Recreation Center

City of Montrose – Cerise Park

Town of Eagle - Eagle Town Park

Town of Avon – Nottingham Park

City of Fruita – Fruita Bike Park

City of Fruita – Holly Park

City of Fruita – Little Salt Wash Park

Mesa County – Veterans Park

Mesa County – Long's Family Memorial Park

City of Grand Junction – Canyonview Park

City of Grand Junction – Las Colonias Park and Amphitheatre

Town of Crested Butte – Slate River Boat Launch

Town of Crested Butte – Rec Path Bridge River Access and Restoration

Town of Basalt – Willits Trail

Provided herein is a more detailed description of past projects completed by Clarke & Co. that included all of the construction elements that will be needed to construct the 2023 Design Build Dos Rios Riverfront Improvements (including working alongside and in the river). We heartily encourage the evaluation team to contact any references as we are extremely proud of the relationships we have forged, the satisfaction we have achieved, and the finished product we have provided to the citizens of this great State of Colorado.

Project: Crested Butte Rec Path Bridge River Access and Restoration Project

Description: Constructing a new access to the Slate River and restoring the riparian and wetland areas affected by Crested Butte's growth over the past 100 years including stormwater control, construction staking and testing, clearing and grubbing, excavation, biotic filtration basin construction, base course placement, boulder placement / barrier rock placement, site concrete, wetland plantings and seeding, custom cut slab stair system, collected square seat boulders, natural amphitheater construction, site furnishing installation, fencing, landscaping and irrigation. Project was approximately 3 Acres.

Award Date: March 24, 2022

Completion Date: September 21, 2022 Value of Project at Completion: \$286,833

Key Personnel: Project Manager / Estimator – Wacey Clarke, Project Superintendent – Mike

Clarke, Foremen – Jose Hernandez

Key Subcontractors: Crestline Construction, LLC, LC Excavation

Owner: Town of Crested Butte

Owner Contact: COR Janna Hansen 970-349-5338 x 110

Contracting Officer: Janna Hansen jhansen@crestedbutte-co.gov

Challenges: Our goal in this project was to complete a Rec path connecting a new bridge with an amphitheater space and rehabilitating the habitat as we constructed. Our main challenge for this work was that there was no legal access to the South side of the pedestrian bridge – except for the bridge itself. Therefore, Clarke & Co. painstakingly moved every boulder, plant, soil, water, concrete, and all other elements over the bridge one skid steer bucket at a time. Also, the sensitive environment within the riparian and wetland areas necessitated perfect timing on all of the wetland plantings and seeding. The Town is very pleased, and this site is very popular – and will only gain popularity as a neat Colorado vibe.

Project: Naturita Town Park

Description: New construction of a park, play structure, BMX pump track, and riverfront fishing / recreation improvements in Naturita, CO. Project included stormwater control and permitting, demolition, clearing and grubbing, excavation and embankment, construction staking and testing, base course placement, concrete paving, asphalt paving, signage, traffic control, pavement markings, electrical trenching, storm sewer installations, domestic water service and trenching, mister play feature, site furnishings and shelters, design build BMX mini track, ADA fishing pier, in river fish habitat enhancements, landscaping, seeding, sodding, mulching, and irrigation. Project was approximately 10 Acres.

Award Date: February 25, 2022 Completion Date: October 4, 2022

Value of Project at Completion: \$526,511

Key Personnel: Project Manager / Estimator – Wacey Clarke, Project Superintendent – Eli

Clarke, Foreman – Coby Hudson

Key Subcontractors: LC Excavating, Crossfire Concrete

Owner: Town of Naturita

Owner Contact: Kathy Cooper 970-865-2286 thnaturita@nntcwireless.com Contracting Officer: Jacob Nester 970-385-4219 jnester@dhmdesign.com

Challenges: This was a very enjoyable project to build in a sleepy little town that really appreciated our efforts there. The river work was a bit tough because we got caught in a little bit of a mini run off sparked by some uncharacteristic early spring storms that would raise the level of the San Miguel 2-3 feet. We were building boulder walls to armor the shoreline, so a simple coffer dam and some good timing allowed us to continue on and get the river work done before the actual spring run off. Other challenges surfaced due to a grade break in the design. Clarke was able to work with the owner and her representatives to design build the grading plan on site and achieve the proper drainage.

Project: Slate River Boat Launch

Description: Constructing a new boat launch and associated facilities on the Slate River including stormwater control, construction staking and testing, clearing and grubbing, excavation, biotic filtration basin construction, base course placement, boulder placement / barrier rock placement, site concrete, ornamental wood boat launch (canoe slide), custom cut slab stair system, ornamental custom steel handrails, custom steel changing stations and kayak racks, site furnishing installation, fencing, landscaping and irrigation. Project was approximately 2 Acres.

Award Date: June 24, 2021

Completion Date: December 12, 2021 Value of Project at Completion: \$240,567

Key Personnel: Project Manager / Estimator – Wacey Clarke, Project Superintendent – Mike

Clarke, Foremen – Eli Clarke, Amie Salazar

Key Subcontractors: Red Feather, Inc., LC Excavation

Owner: Town of Crested Butte

Owner Contact: COR Janna Hansen 970-349-5338 x 110

Contracting Officer: Janna Hansen jhansen@crestedbutte-co.gov

Challenges: The main challenge with the Slate River Boat Launch project was the very small and very steep site location. Very careful coordination was necessary to protect the existing roadway and its utilities while basically carving out a stairway and drainage features down to the river below. Water quality and safety were large parts of this coordination as the entire time we were on a 2:1 slope or worse and had a beautiful alpine stream directly under us. Clarke & Co. was able to source some incredible local and custom elements for the job; natural stone slabs from Siloam Stone in Canyon City, artisan level custom handrails fabricated in Fruita by Red Feather, canoe / kayak boat slides made from lodgepole pine harvested on the uncompaghre and milled in Delta, changing area metal screen partitions produced from scrap iron at pacific recycling and custom cut with the image of blue herons, etc. This project fit an incredible amount into a very small space, and we are very proud of it!

Project: Sweitzer Lake Swim Beach Redevelopment

Description: Demolition of an existing aging swim beach and campground and construction of a new swim beach, restroom facility, and campground amenities. Main project tasks included demolition (waterlines, campsites, buildings, swim beach elements, electrical), clearing and grubbing, site grading, imported fill material, building excavation, CXT double flush restroom facility, water pumps, valves, lines, hydrants, sewer lines, concrete paths, concrete stairs, extensive boulder walls, wading areas, ADA fishing piers, shade shelters, site furnishings landscape, and irrigation.

Award Date: March 19, 2020 Completion Date: August 4, 2020

Value of Project at Completion: \$379,108

Key Personnel: Project Manager / Estimator – Wacey Clarke, Project Superintendent – Mike

Clarke, Foreman – Eli Clarke

Key Subcontractors: Crestline Construction LLC, LC Excavation

Owner: Colorado State Parks

Owner Contact: COR Steve Patterson 970-903-1369

Contracting Officer: Steve Patterson steve.patterson@state.co.us

Challenges: This project was a bit tedious because we were building new elements in an old and outdated space; so there were many places where we had to field fit and use our common sense to achieve satisfaction for the users. We were well under budget for this project and the Contracting Officer approved a change order to elongate the shoreline boulder walls and create a much larger swim beach than they had originally designed. Also, the ADA fishing pier is a huge hit for the locals! Project was approximately 20 Acres.

Project: Lottis Creek Recreation Area

Project Number: AG-82MK-S-10-1009

Description: Reconstruction and new construction of 3 campgrounds in Gunnison County, CO in the Taylor River Canyon including stormwater control, timber sale and stump removals, construction staking and testing, clearing and grubbing, excavation, base course placement, boulder placement / barrier rock placement, asphalt paving, spur and pull thru construction, timber use pads, site furnishing installation, extensive electrical trenching, wiring, and connections, state of the art water system including HDPE butt welded waterlines, valves and appurtenances, well pumps, advanced filter and chlorine injection systems, hand pump, CXT building installation, CXT vault toilet installation, fencing, 100' x 60' steel pavilion construction, campsite steel shelter construction, ADA campsite construction, site concrete, interpretive signage, traffic signage, welded 3 panel bulletin boards, and hydroseeding / mulching. Project was approximately 120 Acres.

Award Date: August 16, 2010 Completion Date: April 2012

Value of Project at Completion: \$2,117,423

Key Personnel: Project Manager / Estimator – Wacey Clarke, Project Superintendent and Quality Control Manager – Mike Clarke, Excavation and Utility Foreman – Levi Spaedt, Site Construction Foreman – Eli Clarke

Key Subcontractors: TBC Construction, Mays Concrete, MA Concrete Construction, Buckhorn Geotech, All County Survey, Chuck's Bobcat, and United Companies

Owner: USDA Forest Service

Owner Contact: COR John Stites personal cell 970-210-4754

Contracting Officer: Thomas Fuller 303-275-5274 tcfuller@fs.fed.us

Challenges: Clarke & Co., Inc. worked hand in hand with the COR to field adjust many of the campsite locations to fit the natural topography, vegetation, and to enhance usability. These changes were handled as they became apparent and caused no delay and all were no-cost changes to the Forest Service. Additionally, the site was very remote and proper planning was necessary to avoid inefficiencies. The Lottis Creek site is located above 9,000 ft elevation and is situated in a major runoff zone. This year was a particularly historic snowfall year, and the subsequent moisture was a challenge to construction. Great care was necessary in all excavation; especially in the utility trenching, caisson excavation, and the boring under Lottis creek itself. We used a combination of pumping, structural fill, and common sense to work through the issue without delaying construction. Additionally the site has very little soil and is predominately a boulder outcropping. We used bedding material in all trenching (even though the specifications did not necessitate the use of it) and used the boulders as landscape features throughout the site. This added a very nice appearance to the new construction as well as direct pedestrian flow.

Project: Willits Lane Trail Phase 2

Description: Construction of pedestrian and traffic improvements along Willits Lane and the Roaring Fork River in Basalt, CO. Project included stormwater control and permitting, demolition, clearing and grubbing, excavation and embankment, construction staking and testing, asphalt milling, base course placement, concrete paving, asphalt paving, signage, extensive traffic control and road closure, pavement markings, electrical trenching, storm sewer installations, domestic water service and trenching, public relations publications and meetings, landscaping, seeding, mulching, and irrigation. Project was approximately 40 Acres.

Award Date: April 7, 2010 Completion Date: July 6, 2010 *Value of Project at Completion:* \$660,898.91

Key Personnel: Project Manager / Estimator – Wacey Clarke, Project Superintendent - Gene

Fowler, Foreman – Levi Spaedt,

Key Subcontractors: Grand River Construction, Mays Concrete, Schmueser Gordon Meyer,

Chuck's Bobcat, and Mountain Valley Contracting

Owner: Town of Basalt

Owner Contact: Larry Thompson 970-927-4701 lthompson@basalt.net Contracting Officer: Larry Thompson 970-927-4701 lthompson@basalt.net

Challenges: This project was a major inconvenience for many of Basalt's residents. That being said Clarke & Co., Inc. did an outstanding job being proactive with home and business owners to try and lessen the hardship for them as construction progressed. Examples of these efforts are the bulletins hand delivered to affected residents and businesses, public service announcements on radio stations, and the coordination with school bus and emergency personnel to ensure service to all areas were never interrupted. Additionally, much of this project was over the top of existing utilities so the constant responsibility of maintaining locates, calling new locates, potholing, and moving utilities was nerve wracking. In the end we were able to complete this project with zero line strikes or near misses, a large testament to the coordination ability of Clarke & Co., Inc.

Clarke & Co., Inc.'s Proposed Construction Management Team-

Project Superintendent - Michael Clarke

Michael is the founder and owner of Clarke & Co., Inc. and has been in the construction industry for more than 40 years. Mike is an experienced superintendent, project manager, estimator, foreman, operator, and serves as corporate secretary for Clarke & Co., Inc. The incredible wealth of construction knowledge that Mike possesses makes him one of the most respected project superintendents in the region. He has a proven track record of completing projects on time and achieving ultimate customer satisfaction.



Bachelor of Science – Plant and Animal Science, Mesa State College

Relevant past projects include:

- Colorado Mesa University North and South Malls
- ♦ Wilson Gulch Drive
- ♦ Riverside Parkway
- Longs Family Memorial Park
- Lottis Creek Recreation Area
- ♦ Island Lake Campground Reconstruction
- ♦ BLM Gunnison Recreation Sites
- ♦ Island Lake Campground Reconstruction
- ♦ Mesa Lakes III West Bench Sunset Campground

- ♦ Grand Junction Regional Airport Sign and Landscape
- Grand Junction Regional Airport Rental Car Facility
- ♦ Gateway Canyons Projects
- ♦ Navajo Lake State Park Marina
- ♦ Field of Dreams Soccer Complex
- Canyon View Park, and many more successful projects.

Mike will be responsible for budget and design formation, on-site coordination, direction, and inspection during construction including scheduling and management of all sub-contractors. He will review workmanship and inspect materials to insure a quality finished product. Mike will also assist in purchasing and delivery of materials to the jobsite, as well as, in assisting any scheduling decisions.

Wacey Clarke - Project Manager / Estimator



Wacey has been in his current position for the past 17 years, and has been with Clarke & Co., Inc. for 23 years. Wacey is an experienced superintendent, financial officer, lead estimator, project manager, and serves as President of Clarke & Co., Inc.

Bachelor of Science – Business Administration / Finance, Trinity University
Licensed General Contractor – CO #20190127

Relevant past projects include:

- ♦ Naturita Town Park
- ♦ Fruita Bike Park
- ♦ Fruita Roundabouts
- Horizon Drive Roundabouts
- ♦ Montrose Recreation Center
- Mesa Verde National Park Visitors Center
- ♦ Montezuma Cortez High School
- ♦ Lottis Creek Recreation Area
- ♦ Island Lake Campground Reconstruction
- ♦ Long Family Memorial Park Phase 2
- Rifle Gap State Park Brine Water Evaporation Ponds
- ♦ Willits Lane Trail Reconstruction Phase 2
- ♦ Eagle Town Park
- ♦ Spyglass Subdivision
- ♦ Little Salt Wash Park North Shelters and Concrete, among many other successful projects.

Wacey will be responsible for all preconstruction documentation and conferences, budget and design formation, submittal management, purchasing and deliveries, perform all billings and pay applications, manage superintendents and foremen, prepare updated construction schedules, and manage all as-built, punch list, and closeout activities.

<u>Scott Sorensen, PE CFM – Civil Engineer</u> Austin Civil Group



Scott has over eighteen years of experience in municipal, institutional, commercial and residential developments. His professional experience includes site layout and circulation, grading/drainage, utility infrastructure, parks, and bike paths.

Registration: Colorado # 42780 North Dakota #: 7101 Wyoming #: 13147 Utah #: 799655 Affiliations:
American Society of Civil
Engineers
Colorado Association of
Stormwater & Floodplain
Managers

University of Wyoming B.S. Civil Engineering

Specific Project Experience:

- ♦ Mesa County Central Services Facility, Grand Junction, CO. ACG provided site design, circulation, access improvements, utilities, grading and drainage modifications and construction oversight for major renovation of a 3-acre, 40,000 SF building project.
- Rifle Library Rifle, CO. ACG provided permitting support, site design, utilities, grading and drainage plans for a new 33,000 sf Library building and parking garage.
- ♦ Colorado Mesa University Baseball Clubhouse Grand Junction, CO. ACG provided site design, utilities and coordination to construct a baseball clubhouse including batting cages and bullpen.
- Mesa County Fairgrounds Grand Junction, CO. ACG provided site design, circulation, access improvements, utilities, grading and drainage modifications and construction oversight for major renovation work at the Mesa County Fairgrounds.
- Fire Station #3 and #6, Grand Junction, CO. ACG provided site permitting, design, utilities, grading and drainage plans for 2 10,000 square foot fire stations.
- ♦ Cedaredge Elementary School Expansion Cedaredge, CO. ACG provided site design, utilities, parking layout and drainage for a LEED Gold Elementary School. In addition, State Highway improvements were incorporated to improve stakeholder safety.

- Colorado Mesa University Maverick Hotel Project, Grand Junction, CO. ACG provided site permitting, design, utilities, grading and drainage plans for a 60-unit hotel project.
- ♦ Colorado Mesa University St. Mary's SCL Health Medical Center, Grand Junction, CO. ACG provided site permitting, design, utilities, grading and drainage plans for the health medical center.
- ♦ Colorado Mesa University Running Track Grand Junction, CO. ACG provided site design, grading, drainage and utilities for an artificial running track and natural grass infield on CMU's north campus.

Scott will be responsible for any Civil Engineering necessary for the project during design and construction. He will work with the landscape architect to produce project plans and specifications as needed.

Robert Breeden, LA – Landscape Architect and Designer

Nvision Design Studio



Robert A. Breeden, President Nvision Design Studio, Inc.

Mr. Breeden has practiced landscape architecture in Colorado, Nevada, and

California for the past 26 years. Prior to graduation from Colorado State

University in 1995, where he received a Bachelor of Science Degree in Landscape

Architecture, Mr. Breeden worked for several small firms local to Fort Collins while attending college. Upon graduation from college, his professional experience began in Aspen, Colorado working with an international design firm that included design work on a wide variety

of projects including resort design, golf courses, multi-modal transit centers, urban design and redevelopment projects, and marina master plans. Upon the creation of Nvision Design Studio, Inc. in 2002, Mr. Breeden has been involved in an array of projects including visual simulation and assessments, office and hotel landscapes, housing developments, entrance designs, streetscapes, parks, various residential landscape and irrigation designs, campus landscapes, and most recently, rooftop gardens.

Mr. Breeden was recognized by the American Society of Landscape Architects for a National Honor Award in 1995, is a past member of the Gamma Sigma Delta Honor Society of Agriculture CSU Chapter and was given an Outstanding Accomplishment in Urban Design Award by the Colorado Chapter American Society of Landscape Architects in 1994. He was also awarded the 1994 TORO Irrigation Design Scholarship for his winning design of a Golf Course Irrigation System and was granted a Student Award in 1991 by the Colorado Chapter American Society of Landscape Architects in the Visual Expression Category.

Mr. Breeden obtained licensure in the State of California in 2002 by passing all five sections of the Landscape Architectural Registration Exam in the first sitting. Two years later, he was granted licensure in Nevada after passing the Nevada specific exam in Las Vegas and Reno. Mr. Breeden obtained Colorado licensure in March of 2008 and continues to be in good standing

with the State. He feels strongly that this licensure is extremely important in protecting the health and safety of the citizens of Colorado.

Mr. Breeden enjoys time spent with his family as a homeschool dad and enjoys all sorts of recreation such as skiing, hiking, fly-fishing, camping, mountain-biking, playing soccer, basketball, and golf. In 2010 Mr. Breeden took on the role of Junior Varsity coach for the Fruita Monument High School soccer team and found it to be a very rewarding teaching experience. In his free time, he likes to remodel houses, gardening, watch action and comedy movies, research environmental issues, attend church, and serve his community through various outreach programs. His latest adventure is figuring out life as an empty-nester with his wife and is pursuing the construction of an off-grid summer retreat property in the mountains near Steamboat, Colorado.

Specific Skills and Abilities-
Technical and Computer Related: ☐ Proficient in Windows 10, AutoCAD 2021, Sketchup 2019, Adobe Photoshop CC, MS Office:
Word, Excel, Outlook, Poyyor Point, Publishor, Internet Explorer/Microsoft Edge, Oviek Pooks, Turke Tox
Outlook, Power Point, Publisher; Internet Explorer/Microsoft Edge, QuickBooks, Turbo Tax. Knowledgeable in computer hardware assembly and detailed software settings. Familiar with Web Site Design: Dreamweaver, IPage, Weebly.
☐ Proficient in marketing presentations and professional proposals using graphics software and
Power Point (Integrating Word, Excel, Publisher).
Professional Expertise:
☐ Licensed Landscape Architect in Colorado (current); previously held licenses in CA and NV. ☐ Proficient in planting design, irrigation design, grading design, hardscape layout, and demolition plans.
☐ Proficient in the architectural design process: conceptual design, schematic design, design development,
construction documentation, technical specifications and reports, cost estimating, construction administration,
and project closeout.
☐ Worked in a wide range of environments: Mountain, Great Basin, Semi-Arid, Urban, Wetland, Tourist.
☐ Worked on various type of facilities: Recreational, Resort, Leisure, Educational, Interpretive, Commercial,
Residential, Institutional, and Transportation. □ Project types include Streetscapes, Residential Gardens, Commercial Landscapes, High Altitude Gardens,
Drought Tolerant Gardens, Rooftop Gardens, Urban Plazas, Swimming Pools & Spas, Athletic Fields, Running Tracks, Parks and Playgrounds, Tennis Courts, Golf Courses.
Construction Related: □ Proficient in all facets of landscape construction: demolition, grading, hardscape, irrigation, edging, planting.

☐ Proficient in various equipment operation: Mini-Excavator, Skid steer, Concrete Saw, Tree
Stump Grinder,
Rototiller, Woodchipper, Chain Saw, Lawn Mowers (self-propelled and riding), Weed
Trimmers, Large trucks and trailers.
☐ Excellence in ability to install large boulders with heavy equipment or by crane.
☐ Proficient in installation of irrigation systems - domestic and dirty water applications.
☐ Proficient in constructing retaining walls, decks, and various types of fences.
☐ Completely remodeled five houses: personally installed framing, sheathing, small concrete
slabs, plumbing,
electrical, drywall hanging and finishing, flooring, roofing and gutters, windows and doors,
kitchen cabinets, tile
counter tops, lighting, bathroom furnishings and fixtures, etc.
☐ Proficient in various auto mechanic repairs.
Other:
☐ Past owner and operator of 5-acre organic vegetable farm in Western Colorado: free range
chickens,
tomatoes, potatoes, squash, pumpkin, watermelon, chard, lettuce, spinach, herbs.
☐ Past youth soccer coach and player for 13 years, volunteer and paid positions.
☐ Past manager of an indoor sports facility (soccer, lacrosse, baseball) during winter months

Robert will be the lead designer and landscape architect for the project. He, along with any help needed from the PE, will produce final design and construction documents, perform inspections, and continue to serve as the vision leader for the Dos Rios development.

Start-Up, Commissioning, Performance Verification, and Training

Clarke & Co., Inc. understands that Quality Control is completely necessary for customer satisfaction. In all phases checks and balances are created in our project management to insure the 1. Proper materials are purchased and 2. Installed expertly and according to the manufacturers and industry standards and 3. All aspects of the construction project are verified to work properly with all users trained to their proper use and maintenance.

Irrigation System:

Clarke & Co will perform Start-Up and Winterization for the first year after project completion. Start-up will be performed side by side City staff to utilize the opportunity for training on these processes. Clarke & Co. understands that Las Colonias / Dos Rios raw water lines are powerful and important resources and careful coordination with City staff will always be adhered to when systems are turned on or off. Irrigation controls will be programmed for establishment with oversight on water usage changes throughout the season depending on plant health and climactic factors. City staff will be trained on operation of controller, network connection, valve operation, and emitter / head adjustments and operation. These training sessions will be videoed and logged – with a hard and soft copy of Operation and Maintenance manuals provided at Close Out. As part of the closeout process all irrigation components performance will be physically verified and noted. Amie Salazar will be the trainer and warranty contact for Clarke & Co., Inc.

Electrical:

Barnes Electric will be providing and installing the Electrical scope of work at Dos Rios; including the Aluminum light poles and luminaires, LED festoon light, 120 volt circuits for irrigation controls, and a sperate lighting control time clock. All of this scope will be performance verified at Close-Out. City staff will be provided training on the operation of the time clocks, location and operation of breakers and disconnects, operation of street lights with LED rope, and the maintenance of all installations. Chad Currie will be the trainer and maintenance contact for Barnes Electric.

Strategy and Implementation Plan-

Prior to construction the construction team needs to understand the budget (what design features need to be adjusted, what products are expensive or unavailable, how the Splash Pad project is going to affect the contingencies and main budget of the Riverfront Improvements, etc.), fill any holes in the design (engineering on shade shelter footings, electrical conduit diagrams, concrete specifications, etc.), execute contracts and sureties, acquire permits and permissions, produce product and installation submittals, and order long lead time items (site furnishings, site lighting, smart controller, raw water line steel fittings, rare plants, etc.).

Construction will begin with Phase 1 tasks of preparing the site for the improvements detailed in the Landscape and Irrigation drawings. Stormwater control activities will begin with a meeting to update the Dos Rios SWMP with proposed BMP's and insure the inspectors and City staff are on board with all planned installations. Biodegradable materials will be used for Stormwater applications – new biodegradable silt fence (no plastics), excelsior erosion control logs, vehicle tracking pads, and street sweeping will be the BMP's utilized throughout construction for stormwater controls. All fueling will be done according to the Spill Prevention plan and a clean up kit will be on site at all times. Stormwater BMP's will be inspected bi weekly or after every measured precipitation event.

Once stormwater controls are installed Task 1 will begin with the improvement of access to the site, clearing and grubbing, and the grading necessary for the site installations. Task 1 phase will end with the installation of the 4" Raw water lines.

Assuming the entire project is awarded all mainline valves and appurtenances will be installed with the mainline. We will begin Task 2 by constructing the boulder walls which will take some time – so concurrently we will install sleeving and electrical conduits. Site boulders, seat walls, and light pole bases and poles will be constructed in plaza as walls are backfilled and compacted to make a home for the concrete flatwork crew to start. Before we lose access to the beach we will begin hauling sand and topsoil and getting it in the area under the boulder walls. Gabion wall will be built next. The post and rope fencing with concrete landscape curbing will be installed to delineate the areas and topsoil will be spread. Steel safety railing will go in next and after it is in the concrete flatwork can continue to the boulder wall. Landscaping and irrigation of the boulder wall areas and lower will be done before we begin site stairs so as not to lose access. Once landscape and irrigation is wrapped under the wall the sand can be graded and trails finished. Site stairs will be poured and handrails installed as per plan. Shade shelters and

tables are erected while the luminaires and LED festoon are installed in plaza. All disturbed areas will be soil conditioned, seeded, and mulched. All surfaces will be cleaned, all roads and sidewalks will be swept or washed. Project closeout will be thorough; all punch list items remedied, all O and M manuals produced and distributed, all trainings complete and documented, all warranties properly transferred, and all contractual obligations completed and filed.

Preliminary Construction Schedule-

References-

Bank - Grand Valley Bank Charles Burenheide – Vice President	970-812-6580	charlesb@grandvalleybank.com
Trade – Grand Junction Pipe Juan Adan – GM	970-243-4604	juan.adan@gjpipe.com
Trade – Triton Environmental Dean Lemanna – President	720-587-7748	dean@tritonenviro.com
Owner – City of Fruita John Vasey – City Engineer	970-858-8377	jvasey@fruita.org
Owner – Colorado Parks and Wildlife Steve Patterson	970-903-1369	steve.patterson@state.co.us
Owner – Colorado Mesa University Doug Macdonald, LA	970-250-0002	dcmacdon@coloradomesa.edu

^{*}Please see attached Xcel spreadsheet

SECTION 7.0: SOLICITATION RESPONSE FORM RFP-5175-23-DD

"Design-Build Dos Rios Riverfront Improvements Project"
Offeror must submit entire Form completed, dated and signed.

Offeror must submit entire Form completed, dated and signed

1) Cost plus a Fixed Fee with a Guaranteed Maximum Price:
<u>Fixed Fee \$ 58,205.00</u>
FIXED FEE WRITTEN: Fifty-Eight Thousand Two Hundred Five and 00/100Dollars.
Task 1 (Plan sheets D1, D2, G1 and G2): \$_338,338.00
Task 1 Price Written Three Hundred Thirty-Eight Thousand Three Hundred Thirty-Eight and 00/10 Dollars.
050 700 00
Task 2 (Plan sheets L1, L2, L3, IR1, IR2, IR3, IR4) \$_856,736.00
Task 2 Price Written Eight Hundred Fifty-Six Thousand Seven Hundred Thirty-Six and 00/100 Dollars.
Guaranteed Maximum Price \$ 1,253,279.00
One Million Two Hundred Fifty-Three Thousand Two Hundred Seventy-Nine & 00/100 GUARANTEED MAXIMUM PRICE 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 ofzero percent of the net dollar will be offered to the Owner if the invoice is paid withinzero 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: 2

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

Clarke & Co., Inc.	Wacey Clarke
Company Name + (Typed or Printed)	Authorized Agent – (Typed or Printed) 970-241-5317
Authorized Agent Signature 3017 Hwy 50	Phone Number wacey@gjclarkeandco.com
Address of Offeror Grand Junction, CO 81503	E-mail Address of Agent February 15, 2023
City, State, and Zip Code	Date

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

Name & address of Sub-Contractor	Description of Work to be performed	% of Contract
Gonzalez Concrete	Concrete	11
Barnes Electric	Electric Scope	2.5
Summit Recreation	Shade Canopy & Tables	15

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.



CLARKE & CO.

3017 HWY 50 GRAND JUNCTION CO, 81503 (970) 241-5317 FAX (970) 241-2874

DESIGN BUILD PROPOSAL

Project: RFP-5175-23-DD Design Build Dos Rios Riverfront Improvements

Owner: City of Grand Junction Date February 15, 2023

Clarke & Co., Inc. provides the following budget proposal for constructing the above referenced project in Grand Junction, CO. Proposal is per schematic plan sheets, Addendum 1, Addendum 2, and site visit with exclusions and exceptions listed below, proposal is as follows:

Description	Unit	Qty	Unit Price	Total Price
Fixed Fee				
Design Completion, Documents, Preconstruction Activities	LS	1.00	\$58,205.00	\$58,205.00
Task 1				
Clearing and Grubbing	LS	1.00	\$170,625.00	\$170,625.00
Repair Asphalt and Sidewalk	LS	1.00	\$11,000.00	\$11,000.00
Site Grading	LS	1.00	\$77,800.00	\$77,800.00
4" Raw Water Mainline	LF	1,140.00	\$17.00	\$19,380.00
Stormwater Management	LS	1.00	\$35,800.00	\$35,800.00
Task 1 Mobilization, Bonding, and General Conditions	LS	1.00	\$23,733.00	\$23,733.00
Total Task	1			\$338,338.00
Task 2				
Site Concrete	LS	1.00	\$133,627.00	\$133,627.00
Handrails	LS	1	\$35,604.00	\$35,604.00
Steel Safety Railing	LS	1	\$101,250.00	\$101,250.00
Post and Rope Fence with Concrete Landscape Curbing	LF	890	\$26.00	\$23,140.00
Site Electric	LS	1	\$31,250.00	\$31,250.00
Tree Plantings	EA	12	\$525.00	\$6,300.00
Shrub Plantings	EA	191	\$55.00	\$10,505.00
Topsoil and Amendment	SF	11000	\$2.50	\$27,500.00
Landscape Mulches	SF	11000	\$1.90	\$20,900.00
Masonry Sand Beach and Trails	SF	34000	\$1.60	\$54,400.00
Soil Conditioning, Seeding, and Mulching	AC	2	\$9,300.00	\$18,600.00
Seating Boulders	EA	6	\$850.00	\$5,100.00
Log Tables	EA	6	\$240.00	\$1,440.00
Boulder Retaining Walls	FF	1900	\$52.00	\$98,800.00
Gabion Wall	FF	240	\$108.00	\$25,920.00
Shade Canopy	EA	15	\$10,900.00	\$163,500.00
Picnic Tables	EA	15.00	\$1,990.00	\$29,850.00
Irrigation System	LS	1.00	\$39,400.00	\$39,400.00
Task 2 Mobilization, Bonding, and General Conditions	LS	1.00	\$29,650.00	\$29,650.00
Total Task			\$856,736.00	
Additive Alternate - Concrete Staining			\$33,265.00	
Total Guaranteed Maximum Price				\$1,253,279.00

Exceptions and Exclusions:

- 1. This proposal is a design build proposal and is not binding on either party until final budget and design decisions have been made and contracts signed thereto.
- 2. Proposal does not include any work whatsoever that is necessary due to unforeseen conditions not listed on the schematic plans and bid documents. Examples of potential work on unforeseen conditions include flooding, excavation of hazardous materials, disposal of hazardous materials, mill tailings, junk cars and subterranean trash, etc.
- 3. No Army Corps of Engineer, EPA, or other federal permitting or coordination is included.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Amount due in full upon billing. A late payment charge of 1-1/2% (18 % annually) plus costs of collection including Clarke & Co., Inc.'s reasonable attorney fees will be assessed on past due accounts unless prior arrangements have been agreed to in writing.

RFP-5175-23-DD Design Build Dos Rios Riverfront Improvements Project Clarke & Co., Inc. by Wacey Clarke Mon, 4/3/2023 Apr 3, 2023 Apr 17, 2023 Apr 10, 2023 Apr 24, 2023 May 1, 2023 May 8, 2023 May 15, 2023 May 22, 2023

				3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
TASK	PROGRESS	START	END	M T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S
PreConstruction				
Design and Budget Finalization		4/3/23	4/8/23	
Contracting and Document Creation		4/10/23	4/15/23	
Project Submittals and Procurement		4/17/23	4/28/23	
Task 1				
Stormwater Controls		5/1/23	5/4/23	
Clearing and Grubbing		5/5/23	5/19/23	
Site Grading		5/22/23	6/9/23	
4" Raw Water Mainline		6/1/23	6/9/23	
Task 2				
Boulder and Gabion Walls		6/12/23	6/27/23	
Site Concrete - Seat Walls and Colored Plaza Flatwork		6/23/23	7/5/23	
Site Concrete - Flatwork		6/30/23	7/14/23	
Post and Rope Fencing		7/11/23	7/24/23	
Steel Safety Railing		7/5/23	7/24/23	
Beach and Trails Sand		7/19/23	7/28/23	
Topsoil Placement		7/19/23	7/26/23	
Landscape and Irrigation		6/26/23	8/26/23	
Site Concrete - Stairs and Handrail		8/1/23	8/17/23	
Site Electric		8/1/23	8/24/23	
Shade Shelters and Picnic Tables		7/26/23	9/6/23	
Project Closeout and Completion				
Site Clean Up and Punch List		9/7/23	9/14/23	
Seeding and Mulching		9/13/23	9/16/23	
As builts - Close Out Documentation		9/18/23	9/22/23	
Training, Start-Up, Performance Verification, Commissioning		8/26/23	9/26/23	

Balance Sheet

As of January 31, 2023

Asset	s	
Current Assets		
Checking	9,283.12	
Savings	312.04	
A/P to A/R Trade	80.84	
A/R - Trade	106,433.64	
A/R - Retention	62,773.10	
Accounts Receivable / Other	269,069.35	
Due from Related Party	2,310.06	
Allowance for Doubtful Accounts	(5,000.00)	
Employee Advances	(616.38)	
Clarke Livestock Loan	75,000.00	
Costs Plus Earnings In Excess	72,715.00	
Inventory- Trees	9,406.00	
Inventory - Sprinkler Parts	39,991.00	
Inventory Landscape Supplies	40,763.00	
Total Current Assets		682,520.77
ixed Assets		
Equipment	1,244,801.06	
Vehicles	874,873.10	
Leashold Improvements	246,769.13	
Office Equip. & Furniture	40,040.98	
Accumulated Depreciation	(1,615,582.06)	
Total Fixed Assets		790,902.21
Other Assets		
Deferred Tax Asset	61,200.00	
Total Other Assets		61,200.00
Total Assets		1,534,622.98

Balance Sheet

As of January 31, 2023

Liabilities and	l Equity	
Current Liabilities		
Accounts Payable	33,135.18	
Accrued Interest	9,308.57	
FICA & F.W.T. Payable	1,933.69	
State Withholding Payable	80.56	
FAMLI Withholding Payable	318.28	
SUI Payable	3,486.34	
FUTA Payable	212.75	
AFLAC Ins. Payable	(119.95)	
Flexible Spending Account	1,452.86	
Garnishments	(1,361.33)	
Insurance Payable - W/C	15,425.70	
Billings in Excess	54,690.00	
N/P Due within One Year	181,038.25	
Clarke Livestock	(137,540.35)	
Total Current Liabilities		162,060.55
ong-Term Liabilities		
L/T Note - 2021 GMC PK#6361	17,135.03	
L/T Note - 2019 Track Loader	22,823.13	
L/T Note - 2021 Dodge Ram 3500 FI	36,708.19	
L/T Note Kubota Credit Corp	21,027.20	
Line of Credit	103,910.42	
L/T Note - SBA Loan 9355277800	144,152.00	
L/T Note - PK7745 2021 Lincoln Navi	43,518.99	
L/T Note - Equipment Loan	27,041.33	
L/T Note - 2019 Trenchers Vin 3990, :	7,537.37	
Less: Current Portion N/P	(181,038.25)	
Total Long-Term Liabilities		242,815.41
Total Liabilities	_	404,875.96
Equity		
Common Stock	25,000.00	
Retained Earnings	623,736.14	
Current Year Earnings	481,010.88	
Total Equity		1,129,747.02
Total Liabilities and Equity		1,534,622.98



U.S. Specialty Insurance Company 601 S. Figueroa Street, Suite 1600. Los Angeles, California 90017 main 310 647 0990 | facsinite 310 647 0416

BOND NO.	n/a	
PREMIUM	\$0.00	
BID DATE:	02/15/23	

IICCSZZ220D04/10

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, Clarke & Co., Inc.
3017 Hwy 50, Grand Junction, CO 81503
(hereinafter called Principal), as Principal, and U.S. Specialty Insurance Company , a corporation,
organized and existing under the laws of the State of Texas and authorized to transact a general surety business in the
State of Colorado
(hereinafter called Surety), as Surety, are held and firmly bound unto City of Grand Junction; Department of Parks & Recreation
(hereinafter called Obligee) in the penal sum of percent (5%) of amount bid not to exceed Five Percent of Bid
Dollars (\$
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successor
and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit
proposal to the Obligee on a contract for RFP 5175-23-DD, Dos Rios Beach, Parcel Number: 2945-221-23-002,
901 Dos Rios Court, Grand Junction, CO 81501
NOW, THEREFORE, if the said contract be awarded to the Principal and the Principal shall, within such time as may b
specified, enter into the contract in writing, then this obligation shall be void. If the Principal shall fail to do so, then th
undersigned shall pay the obligee the damages which the obligee may suffer by reason of such failure up to and no
exceeding the penal sum of the bond.
SIGNED, SEALED AND DATED THIS 14th DAY OF February , 2023
Jelace & laule
By: Wacey Clarke, Pres. PRINCIPAL
U.S. Specialty Insurance Compnay
By In a Plant
Tina Post Attorney-in-Fac
State of Comments

PERFORMANCE BOND

U.S. Specialty Insurance Company

Bond No.: 1000802966	
CONTRACTOR:	SURETY:
(Name, legal status and address)	(Name, legal status and principal place of business)
Clarke & Co., Inc	U.S. Specialty Insurance Company
3017 Highway 50	13403 Northwest Freeway
Grand Junction, CO 81503	Houston, TX 77040-6094
OWNER:	
(Name, legal status and address)	
City of Grand Junction	
250 N 5th	
Grand Junction, CO 81503	
CONSTRUCTION CONTRACT	
Date: 7/20/2023	
Amount: \$249,995.00 Two Hundred Forty-Nine Thousand Nine Hun	dred Ninety-Five xx/100
Description:	
(Name and location)	
Dos Rios Riverfront Improvements RFP-5175-23-DD	
BOND	
Date: 8/8/2023	
(Not earlier than Construction Contract Date)	
Amount: \$249,995.00 Two Hundred Forty-Nine Thousand Nine Hundred	
Modifications to this Bond: x None	See Section 16
CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corporate Seal)	Company: (Corporate Seal)
Clarke & Co., Inc	U.S. Specialty Insurance Company
and all	
Signature:	Signature: The Tolk
Name and Title: Michael R. Clarke	Name and Title: Tina Post Attorney-in-Fact
(Any additional signatures appear on the last name of this P	toulous and a Road)
(Any additional signatures appear on the last page of this P	егјогтансе вона.)
(FOR INFORMATION ONLY — Name, address and telepho	one)
AGENT or BROKER:	OWNER'S REPRESENTATIVE:
	(Architect, Engineer or other party:)
5 1 C/0/	A consistence of the contract
The second of th	
SA IN SECURIOR STATE OF THE SECURIOR STATE O	
	themselves, their heirs, executors, administrators, successors and
assigns to the Owner for the performance of the Construction	in Contract, which is incorporated herein by reference.
\$2 If the Contractor performs the Construction Contract	the Surety and the Contractor shall have no obligation under this
Bond, except when applicable to participate in a conference	

- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract:
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
- § 16 Modifications to this bond are as follows:

(Space is provided below for addi- CONTRACTOR AS PRINCIPAL	tional signatures of add	ded parties, other than those appearing on the cover page.) SURETY				
Company:	(Corporate Seal)	Company:	(Corporate Seal)			
Signature:		Signature:				
Name and Title: Address:		Name and Title: Address:				

PAYMENT BOND

U.S. Specialty Insurance Company

Bond No.: 1000802966	
CONTRACTOR:	SURETY:
(Name, legal status and address)	(Name, legal status and principal place of business)
Clarke & Co., Inc	U.S. Specialty Insurance Company
3017 Highway 50	13403 Northwest Freeway
Grand Junction, CO 81503	Houston, TX 77040-6094
OWNER:	
(Name, legal status and address)	
City of Grand Junction	
250 N 5th	
Grand Junction, CO 81503 CONSTRUCTION CONTRACT	
Date: 7/20/2023	
Amount: \$249,995.00 Two Hundred Forty-Nine Thousand Nin	ne Hundred Ninety-Five xx/100
Description:	
(Name and location)	
Dos Rios Riverfront Improvements RFP-5175-23-DD	
BOND	
Date: 8/8/2023	
(Not earlier than Construction Contract Date)	
	W. J. J. W. 4 Fl. 100
Amount: \$249,995.00 Two Hundred Forty-Nine Thousand Nin Modifications to this Bond: X None	See Section 18
CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corporate Sec	
Clarke & Co., Inc	U.S. Specialty Insurance Company
mmer	Signature: Ang Ack
Name and Title: Michael R. Clarke	Name and Title: Tina Post Attorney-in-Fact
	Name and Title. The Post Attorney-m-ract
Sec. (Any additional signatures appear on the last page of	this Payment Bond.)
(FOR INFORMATION ONLY - Name, address and to	elephone)
AGENT or BROKER:	OWNER'S REPRESENTATIVE:
	(Architect, Engineer or other party:)
access of	
207	
with the state of	
1.7 4560	
"TANANA"	

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)								
CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)					
Signature: Name and Title: Address:		Signature: Name and Title: Address:						



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Christopher A. Rose, Tina Post or James B. Lummis of Grand Junction, Colorado

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, *****Five Million***** providing the bond penalty does not exceed Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies: Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Altorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions: Attomey-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary. Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. IN WITNESS WHEREOF. The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021. AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY State of California County of Los Angeles Daniel P. Aguilar, Vice President A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. D. LITTLEFIELD WITNESS my hand and official seal. ly Comm. Expires Jan 31, 2024 (seal) I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this day of August , 1023.

of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors,

Corporate Seals

Bond No.

1000800966

set out in the Power of Attorney are in full force and effect.

Agency No.

15135







Kio Lo, Assistant Secretary



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Christopher A. Rose, Tina Post or James B. Lummis of Grand Junction, Colorado

its true and lawful Attorney(s) hereby conferred in its nan undertakings or other inst providing the bond penalty (***\$5,000,000.00****). This	ne, place and s truments or con does not exce	tead, to execute ntracts of suret ped	e, acknowledg tyship to incl	e and deliver a ude riders, ame *****Five Million***	ny and all bonds, ndments, and con **	recognizances, sents of surety, Dollars
granted under and by author	rity of the following	g resolutions ado	pted by the Bo	ards of Directors	of the Companies:	
Be it Resolved, that the Presiden vested with full power and author Company subject to the following	rity to appoint any provisions:	one or more suitab	le persons as At	torney(s)-in-Fact to	represent and act for	and on behalf of the
Attomey-in-Fact may be given ful and all bonds, recognizances, co for the release of retained per canceling or terminating the Com the Company as if signed by the	intracts, agreement centages and/or fir pany's liability the	is or indemnity and nat estimates on er reunder, and any st	d other condition ngineering and c uch instruments s	al or obligatory uno onstruction contract to executed by any s	fertakings, including a s, and any and all noti	ny and all consents ces and documents
Be it Resolved, that the signature certificate relating thereto by facupon the Company with respect to	e of any authorized simile, and any pov	officer and seal over of attorney or c	f the Company hertificate bearing	eretofore or hereaft	er affixed to any power or facsimile seal shall	er of attorney or any be valid and binding
	MERICAN CONTR	ACTORS INDEMN	ITY COMPANY	igned and their co	COMPANY	hereto affixed, this
State of California	A CONTRACTOR OF THE PARTY OF TH				- 5	\
County of Los Angeles				By:	Daniel P. Aguilar,	Vice President
A Notary Public or other off which this certificate is attack	icer completing t hed, and not the	his certificate ve truthfulness, acc	rifies only the curacy, or validi	identity of the ind ty of that docume	ividual who signed nt	the document to
On this 23rd day of Septem President of American Contra Insurance Company who provinstrument and acknowledge instrument the person, or the	ctors Indemnity (yed to me on the d to me that he	Company, Texas basis of satisfact executed the	Bonding Comp tory evidence to same in his a	eany, United State to be the person w uthorized capacit	s Surety Company a those name is subso y, and that by his	and U.S. Specialty ribed to the within
I certify under PENALTY OF	PERJURY unde	r the laws of the	State of Califo	ornia that the fore	going paragraph is	true and correct.
WITNESS my hand and offici	al seal.	– (seal)		9	D. LITTLEFIELD Notary Public - California Los Angeles County Commission # 2320307 My Comm. Expires Jan 38, 202	
I, Kio Lo, Assistant Secreta Company and U.S. Specialty of Attorney, executed by said set out in the Power of Attorne	Insurance Compa Companies, whi	any, do hereby ce ch is still in full fo	ertify that the at	ove and foregoing	g is a true and correct	ct copy of a Power
In Witness Whereof I have day of Foot	hereunto set m	y hand and affi	ixed the seals	of said Compa	nies at Los Angele	s, California this
Corporate Seals Bond No.	bond s	CTOA.			d	
Agency No. <u>15135</u>	13/	WORKER OF THE	and the same of th	S Community of the second	Kio Lo, Assis	lant Secretary

AGENCY CUSTOMER ID:	00024612
LOC #:	· · · · · · · · · · · · · · · · · · ·

ADDITIONAL REMARKS SCHEDULE

	ADDITIONAL INLINA	INNO SOLIEDOLE	Fage 01
AGENCY		NAMED INSURED	
Moody-Valley Insurance Agency, Inc.		Clarke & Co., Inc.	
POLICY NUMBER			
CARRIER	NAIC CODE	<u></u>	
		EFFECTIVE DATE:	
ADDITIONAL REMARKS			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25

FORM TITLE: Certificate of Liability Insurance: Notes

Contractors Pollution Liability - Westchester Surplus Lines Insurance Policy # G70915510005 effective 9/1/22 to 9/1/23. \$500,000 General Aggreate Limit/\$500 000 Each Pollution Condition.

CONTRACTUAL LIABILITY APPLIES PER POLICY TERMS AND CONDITIONS

General Liability:

Blanket Additional Insured status applies only to the extent provided in form CG 7137 1112; CG 2037 0413 when required by written contract.

Blanket Waiver of Subrogation applies only to the extent provided in form CG 7137 1112 when required by written contract.

Primary and Non-Contributory status only to the extent provided in form CG 7137 1112 when required by written contract.

Designated Project General Aggregate applies only to the extent provided in form CG 2503 0509 when required by written contract.

Auto Liability:

Blanket Additional Insured status applies only to the extent provided in form CA 7077 1013 when required by written contract. Blanket Waiver of Subrogation applies only to the extent provided in form CA 7077 1013 when required by written contract. Primary and Non-Contributory status only to the extent provided in form CA 0449 1116 when required by written contract.

Excess Liability:

Excess Liability policy is on a follow form basis for the following underlying insurance coverages: General Liability, Automobile Liability, and Employers Liability. Additional insured status will follow when required by written contract including Primary and Non-Contributory status when required by written contract.

Worker's Compensation:

359-B From Attached Includes Blanket Waiver of Subrogation. Status applies when required by written contract.

IMPORTANT:

The policy forms referenced will be sent via email only. To obtain copies, please send your request with the email address to certrequestgi@moodyins.com

ACORD 101 (2008/01)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2023

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. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If	SUBROGATION IS WAIVED, subject t is certificate does not confer rights to	the	terms	and conditions of the po	licy, cer	tain policies	may require	ISURED provisi an endorsemer	ons or be nt. A state	endor ement	sed. on
$\overline{}$	DUCER	- 110	301411	outo floradi ili lied of Saci	I CONTAC		llev Insurance	Agency			
Moody-Valley Insurance Agency, Inc.				CONTACT Moody-Valley Insurance Agency NAME: Moody-Valley Insurance Agency PHONE (970) 248-8300 FAX (A/C, No): (970) 242-1894				242-1894			
760 Horizon Drive, Suite 302					E-MAIL ADDRES	Cortrogue	stgj@moodyin	is.com	(A/C, No):	(0.0)	242-1034
							SURER(S) AFFOR	RDING COVERAGE			NAIC #
Gra	nd Junction			CO 81506						24120	
INSU	RED				INSURER	B: Pinnacol	Assurance				41190
	Clarke & Co., Inc.; Clarke Hold	ngs, L	LC		INSURER	tc:					
	3017 Highway 50				INSURER	tD:		. <u> </u>			
	Grand Junction			00 04500	INSURER	tE:					
		TICLO		CO 81503 NUMBER: 22/23 Master	INSURER	tF:					<u></u>
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Ιİ				➤ PER STATUTE	OTH- ER			
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	4211969		09/01/2022	09/01/2022	09/01/2023	E.L. EACH ACCIDEN	π	\$ 1,00	
	(Mandatory in NH) If ves, describe under						E.L. DISEASE - EA E	LACIM EOTEL 3		00,000	
_	DESCRIPTION OF OPERATIONS below	╁			-			E.L. DISEASE - POLI Limit ACV	TOLICI LIMIT		00,000
Α	Leased & Rented Equipment			TRA9972766		09/01/2022	09/01/2023	Deductible		500	
DES	RIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	ORD 1	01, Additional Remarks Schedule,	may be att	ached if more sp	ace is required)	-			
Bid	Bond: Dos Rios RFP 5175-23-DD										
055											
CEN	RTIFICATE HOLDER				CANCE	ELLATION					
	City of Grand Junction c/o Mesa County Building: Dep				THE E	EXPIRATION D PRDANCE WIT	ATE THEREOF	SCRIBED POLICIE F, NOTICE WILL BE Y PROVISIONS.) BEFORE
	5005, P.O. Box 20,000				AUTHORIZED REPRESENTATIVE						
Grand Junction CO 81502					Moody-Vallery Insurance Agency						