



Purchase Order
No. 2024-00000004

DATE 12/21/2023

Ph. (970) 256-4048

Fax

Ship To

City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501

Bill To

City of Grand Junction
Parks & Recreation - Admin
1340 Gunnison Ave
GRAND JUNCTION, CO 81501

Vendor

VENDOR NO. 7963
Ford Construction Company, Inc.
ACH
560 25 Road
Grand Junction, CO 81501
Phone: (970) 245-9343

PAGE 1 of 1
SHIP VIA Best Way
DELIVER BY 12/31/2024
FREIGHT TERMS
Payment Terms: Net 30 Days
Buyer Name: Dolly Daniels
Buyer Email: dollyd@gjcity.org

Award RFP-5311-23-DD

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Sum	CONTRACT SERVICES - Emerson Park Design/Build 201-710-385-380.8230_02 - Land Improve_Park Improve 2,906,875.24 G2305	2,906,875.2400	\$2,906,875.24
PURCHASE ORDER TOTAL				\$2,906,875.24

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: Dolly F. Daniels



Purchasing Division

Change Order #1

Date: February 12, 2024
 Firm: Ford Construction Company, Inc.
 From: City of Grand Junction
 Project: Design Build Emberson Skate Park RFP-5311-23-DD

Description: This change order is being executed per the request submitted by the Colorado Department of Revenue to further clarify existing contract dates for project start and completion (see attached).

Summary of Contract Price Adjustments:

Original Contract	\$2,906,875.24
Approved Change Orders to Date	\$0.00
<u>This Change Order</u>	<u>\$0.00</u>
Revised Contract Amount	\$2,906,875.24

Summary of Contract Time Adjustments:

Final Contract Completion December 31, 2024

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: City of Grand Junction

Created by: DocuSigned by: Duane Hoff Jr. 2/13/2024
0F78E7D50F149C
 Duane Hoff Jr. – Contract Administrator

Approved by: DocuSigned by: Ken Sherbenou – Director of Parks & Recreation, City of Grand Junction 2/13/2024
12B0E6A922F5A2B
 Ken Sherbenou – Parks & Recreation Director

Firm: Ford Construction Company, Inc.

Approved by: DocuSigned by: Amanda S. Decker – President, Ford Construction Company, Inc. 2/13/2024
70359148863C4EE
 Amanda S. Decker – President, Ford Construction Company, Inc.



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request

To: City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501
Ph: (970)244-1521 Fax: (970)256-4090

Number: 1
Date: 2/8/2024
Job: 1855 1855-Emerson Skate Park
Phone:

Description: Contract Dates - No Cost Change

We are pleased to offer the following specifications and pricing to make the following changes:

The following Change Request is to incorporate contract dates.

Work is anticipated to start Feb 2024, and completion within the Calendar year 2024 (Dec 2024).

Acknowledging the project is in design, and actual construction dates are subject to governing agency approval.

Changes to the project dates will only be approved by a Change Order.

The total direct cost to perform this work is	\$0.00
(Please refer to attached sheet for details.)	
Builders Risk	\$0.00
Overhead	\$0.00
Profit	\$0.00
PP Bond	\$0.00
Total:	\$0.00

If you have any questions, please contact me at 970-245-9343.

Submitted by: Ford Construction Company, Inc

Approved by:

Date:

DocuSigned by:

Duane Hoff Jr.

2/13/2024



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request Price Breakdown
Continuation Sheet

Description:

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Subtotal:



COLORADO
Department of Revenue

Denver, CO 80261-0004

RECEIVED
JAN 31 2024



Jan 31, 2024

FORD CONSTRUCTION INC
560 25 RD
GRAND JUNCTION CO 81505-1302

Acct Type: SIs Tax Exmp
Account: 08911054
Letter: L0917822736
Source: N05 - C3

Dear Sir/Madam:

Your Contractor Application for Exemption Certificate (DR 0172) for City of Grand Junction, Design Build Emerson Skate Park RFP-5311-23-DD Project - 301 S 10th Street Grand Junction CO 81501 was received on 01/24/24.

This letter is to advise you that your application cannot be processed for the following reason(s):

- ___ You failed to attach copies of the contract or agreement pages (1) identifying the contracting parties and (2) signatures of the contracting parties.
- ___ The contract or change order was not signed by an agent of the exempt organization.
- ___ The Colorado wage withholding tax account number has been omitted or is incorrect.
- ___ The exempt agency's account number (98#) has been omitted or is incorrect.
- ___ The bid amount is not listed on the application, or does not match the contract amount.
- ___ The contract page listing the bid amount must be attached. The amount listed on the application must match the amount listed in the contract.

X Other: Cannot issue certificates with open-ended start and end dates(TBD). Please provide the start and end dates for the project when that information becomes available to you (must be signed off on by both contracting parties).

When the request is resubmitted include all documents for the exemption, not just the corrections.

NOTE: To avoid processing delays, please read the instructions included on the application (DR 0172) and ensure application and documentation are complete. Please mail the requested documentation for review with a copy of this letter.

For additional information go to [Tax.Colorado.gov](https://tax.colorado.gov) or call 303-238-7378.

Colorado Department of Revenue

rL013, 26



CHANGE ORDER
Number 3

Date: August 16, 2024
To: Ford Construction Company, Inc.
From: City of Grand Junction, Department of Engineering & Transportation
Project: Design Build Emerson Skate Park
P.O.: 2024-00000004

It is agreed to modify the Contract for the Project as follows:
At the request of the City, Ford Construction and Clarke & Co will revise the landscaping at the southwest entry to Emerson Park, located directly behind the new quarter pipe, to include an annual flower bed with associated irrigation. Also included as part of this Change Order are some irrigation repairs identified during construction.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$2,906,875.24
Approved Change Orders	55,266.35
This Change Order	3,543.63
Revised Contract Amount	\$2,965,685.22

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	365.	Cal. Days

Construction Start Date: January 1, 2024
Contract Completion Date: December 30, 2024

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**
Signed by: Kirsten Armbruster Date: 8/19/2024
Prepared by: Kirsten Armbruster
Kirsten Armbruster, Project Engineer
Approved by: Emily Krause Date: 8/19/2024
Emily Krause, Recreation Superintendent
Contractor: **Ford Construction Company, Inc.**
Signature: Amanda Decker Date: 8/19/2024
Name and Title: Amanda Decker Amanda S Decker, President

Design Build Emerson Skate Park – City P.O. No. 2024-00000004
Change Order No. 3

August 16, 2024

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2]				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	365	Cal. Days	---	---	365	Cal. Days	---	---	-
1		Mesa County Building Permit - Demo Permit	1.	\$	\$ 231.00	\$ 231.00	1	\$	\$ 231.00	\$ 231.00	
2		Grand Junction Planning - Planning Clearance	1.	\$			1	\$			
3		Grand Junction Planning - Fire Clearance	1.	\$			1	\$			
4		Stormwater Permits (County & State)	1.	\$			1	\$			
5		General Conditions	1.	\$	\$ 172,494.62	\$ 172,494.62	1	\$	\$ 172,494.62	\$ 172,494.62	
6		QC Testing	1.	\$	\$ 16,100.00	\$ 16,100.00	1	\$	\$ 16,100.00	\$ 16,100.00	
7		Remove Asphalt, Curb & Gutter & Sidewalk	1.	\$	\$ 30,201.00	\$ 30,201.00	1	\$	\$ 30,201.00	\$ 30,201.00	
8		Remove Building	1.	\$	\$ 7,000.00	\$ 7,000.00	1	\$	\$ 7,000.00	\$ 7,000.00	
9		Remove Playground Equipment	1.	\$	\$ 12,400.00	\$ 12,400.00	1	\$	\$ 12,400.00	\$ 12,400.00	
10		Civil Contractor - Mobilization	1.	\$	\$ 7,000.00	\$ 7,000.00	1	\$	\$ 7,000.00	\$ 7,000.00	
11		Site Erosion Control & Tree Protection	1.	\$	\$ 21,699.00	\$ 21,699.00	1	\$	\$ 21,699.00	\$ 21,699.00	
12		Clear & Grub, Rough Grading	1.	\$	\$ 27,656.00	\$ 27,656.00	1	\$	\$ 27,656.00	\$ 27,656.00	
13		Subgrade Compaction	1.	\$	\$ 39,100.00	\$ 39,100.00	1	\$	\$ 39,100.00	\$ 39,100.00	
14		Export of Material	1.	\$	\$ 4,062.00	\$ 4,062.00	1	\$	\$ 4,062.00	\$ 4,062.00	
15		Import of Material	1.	\$	\$ 18,725.00	\$ 18,725.00	1	\$	\$ 18,725.00	\$ 18,725.00	
16		Underground Utilities	1.	\$	\$ 49,296.00	\$ 49,296.00	1	\$	\$ 49,296.00	\$ 49,296.00	
17		Asphalt & Traffic Control/Permit	1.	\$	\$ 19,607.00	\$ 19,607.00	1	\$	\$ 19,607.00	\$ 19,607.00	
18		Tree Trimming	1.	\$			1	\$			
19		Landscaping	1.	\$	\$ 91,000.00	\$ 91,000.00	1	\$	\$ 91,000.00	\$ 91,000.00	
20		Concrete Contractor - Mobilization	1.	\$	\$ 650.00	\$ 650.00	1	\$	\$ 650.00	\$ 650.00	
21		Concrete Curb & Gutter	1.	\$	\$ 1,169.00	\$ 1,169.00	1	\$	\$ 1,169.00	\$ 1,169.00	
22		Concrete Sidewalk/Bike Paths	1.	\$	\$ 90,663.00	\$ 90,663.00	1	\$	\$ 90,663.00	\$ 90,663.00	
23		Concrete ADA Ramp	1.	\$	\$ 2,035.00	\$ 2,035.00	1	\$	\$ 2,035.00	\$ 2,035.00	
24		Seatwalls w/Precast Caps	1.	\$	\$ 99,523.00	\$ 99,523.00	1	\$	\$ 99,523.00	\$ 99,523.00	
25		Winter Protection/Heat	1.	\$	\$ 9,727.83	\$ 9,727.83	1	\$	\$ 9,727.83	\$ 9,727.83	
26		Portable Bathroom Enclosure	1.	\$	\$ 5,000.00	\$ 5,000.00	1	\$	\$ 5,000.00	\$ 5,000.00	
27		Dog Waste Station	1.	\$	\$ 1,111.00	\$ 1,111.00	1	\$	\$ 1,111.00	\$ 1,111.00	
28		Trash Receptacle	1.	\$	\$ 7,563.00	\$ 7,563.00	1	\$	\$ 7,563.00	\$ 7,563.00	
29		Recycle Receptacle	1.	\$	\$ 3,781.00	\$ 3,781.00	1	\$	\$ 3,781.00	\$ 3,781.00	
30		Outside Bench	1.	\$	\$ 5,880.00	\$ 5,880.00	1	\$	\$ 5,880.00	\$ 5,880.00	
31		Water Drinking Fountain/Bottle Filler	1.	\$	\$ 6,615.00	\$ 6,615.00	1	\$	\$ 6,615.00	\$ 6,615.00	

Design Build Emerson Skate Park – City P.O. No. 2024-00000004
Change Order No. 3

August 16, 2024

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2]				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	365	Cal. Days	---	---	365	Cal. Days	---	---	-
32		Bike Rack	1.	\$	\$ 2,582.00	\$ 2,582.00	1	\$	\$ 2,582.00	\$ 2,582.00	
33		Site Electrical - Musco	1.	\$	\$ 82,000.00	\$ 82,000.00	1	\$	\$ 82,000.00	\$ 82,000.00	
34		Fine Grading	1.	\$	\$ 237,472.00	\$ 237,472.00	1	\$	\$ 237,472.00	\$ 237,472.00	
35		Forming Materials	1.	\$	\$ 356,291.00	\$ 356,291.00	1	\$	\$ 356,291.00	\$ 356,291.00	
36		Rebar	1.	\$	\$ 142,484.00	\$ 142,484.00	1	\$	\$ 142,484.00	\$ 142,484.00	
37		Concrete	1.	\$	\$ 344,254.00	\$ 344,254.00	1	\$	\$ 344,254.00	\$ 344,254.00	
38		Metal/Welding Work	1.	\$	\$ 106,863.00	\$ 106,863.00	1	\$	\$ 106,863.00	\$ 106,863.00	
39		Concrete Testing	1.	\$	\$ 5,000.00	\$ 5,000.00	1	\$	\$ 5,000.00	\$ 5,000.00	
40		Travel/Housing	1.	\$	\$ 80,000.00	\$ 80,000.00	1	\$	\$ 80,000.00	\$ 80,000.00	
41		Design & Project Fee	1.	\$	\$ 560,247.00	\$ 560,247.00	1	\$	\$ 560,247.00	\$ 560,247.00	
42		Removable Bollard	1.	\$	\$ 16,697.79	\$ 16,697.79	1	\$	\$ 16,697.79	\$ 16,697.79	
43		Stamped Concrete	1.	\$	\$ 30,000.00	\$ 30,000.00	1	\$	\$ 30,000.00	\$ 30,000.00	
44		Site Electrical - Berwick	1.	\$	\$ 192,695.00	\$ 192,695.00	1	\$	\$ 192,695.00	\$ 192,695.00	
45 [1]		Landscaping / Irrigation Overage	1.	\$	\$ 24,752.93	\$ 24,752.93	1	\$	\$ 24,752.93	\$ 24,752.93	
46 [1]		Landscaping Maintenance during Construction	1.	\$	\$ 23,293.60	\$ 23,293.60	1	\$	\$ 23,293.60	\$ 23,293.60	
47 [1]		Lockable Irrigation Control Cabinet	1.	\$	\$ 822.12	\$ 822.12	1	\$	\$ 822.12	\$ 822.12	
48 [2]		Landscaping Topsoil	1.	\$	\$ 6,397.70	\$ 6,397.70	1	\$	\$ 6,397.70	\$ 6,397.70	
49		Irrigation and Landscaping Revisions					1	\$	\$ 3,543.63	\$ 3,543.63	\$ 3,543.63
MCR		Minor Contract Revisions	---	---	\$ -	\$ -	---	---	\$ -	\$ -	\$ 0.00
SUBTOTAL:					\$ 2,962,141.59		\$ 2,965,685.22				\$ 3,543.63
DISC		Prompt Payment Discount	0.0%		\$ -		\$ -				\$ 0.00
TOTALS:					\$ 2,962,141.59		\$ 2,965,685.22				\$ 3,543.63

[x] - See
Change
Order
No. "x"

CHANGE ORDER
Number 1

Date: May 31, 2024
To: Ford Construction Company, Inc.
From: City of Grand Junction, Department of Engineering & Transportation
Project: **Design Build Emerson Skate Park**
P.O.: **2024-00000004**

It is agreed to modify the Contract for the Project as follows:

As part of the design-build process for Emerson Park Skatepark, Ford Construction bid out the landscaping to three subcontractors in April 2024. They received only two bids (from Clarke & Company and Deep Creek Landscaping), and after review, the Clarke & Company bid was selected. Their bid was for \$113,620.65 (plus \$822.12 for a lockable cabinet for the irrigation controller not in the original design), while the allowance for landscaping in the budget was \$91,000.00 (established in December 2023). This change order includes the increase to cover the overage for this item. Also included in this change order is additional cost for the maintenance of the existing landscaping during construction (not originally identified in the original contract fee). This cost estimate from Clarke & Co was for \$22,610.21. The total for this change order (including Builders Risk Insurance and Construction Bonds) is \$48,868.65.

Summary of Contract price adjustments - itemized on the attached sheet(s):



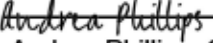

Original Contract Amount	\$2,906,875.00
Approved Change Orders	0.00
This Change Order	48,868.65
Revised Contract Amount	\$2,955,743.65

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	365.	Cal. Days

Construction Start Date: January 1, 2024
Contract Completion Date: December 30, 2024

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner:	City of Grand Junction	
Prepared by:	<div>DocuSigned by:  Kirsten Amburster, Project Engineer</div>	Date: 5/31/2024
Recommended by:	<div>DocuSigned by:  Ken Sherbenou, Parks & Recreation Director</div>	Date: 6/3/2024
Approved by:	<div>DocuSigned by:  Andrea Phillips, City Manager</div>	Date: 6/7/2024
Contractor:	Ford Construction Company, Inc.	
Signature:	<div>DocuSigned by:  70359448863C4EE...</div>	Date: 6/3/2024
Name and Title:		

Design Build Emerson Skate Park -- City P.O. No. 2024-00000004
Change Order No. 1

May 31, 2024

Item No.	CDOT, City Ref.	Description	Original Contract				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	365	Cal. Days	---	---	365	Cal. Days	---	---	-
1		Mesa County Building Permit - Demo Permit	1.	\$	\$ 231.00	\$ 231.00	1	\$	\$ 231.00	\$ 231.00	
2		Grand Junction Planning - Planning Clearance	1.	\$			1	\$			
3		Grand Junction Planning - Fire Clearance	1.	\$			1	\$			
4		Stormwater Permits (County & State)	1.	\$			1	\$			
5		General Conditions	1.	\$	\$ 171,843.00	\$ 171,843.00	1	\$	\$ 171,843.00	\$ 171,843.00	
6		QC Testing	1.	\$	\$ 16,100.00	\$ 16,100.00	1	\$	\$ 16,100.00	\$ 16,100.00	
7		Remove Asphalt, Curb & Gutter & Sidewalk	1.	\$	\$ 30,201.00	\$ 30,201.00	1	\$	\$ 30,201.00	\$ 30,201.00	
8		Remove Building	1.	\$	\$ 7,000.00	\$ 7,000.00	1	\$	\$ 7,000.00	\$ 7,000.00	
9		Remove Playground Equipment	1.	\$	\$ 12,400.00	\$ 12,400.00	1	\$	\$ 12,400.00	\$ 12,400.00	
10		Civil Contractor - Mobilization	1.	\$	\$ 7,000.00	\$ 7,000.00	1	\$	\$ 7,000.00	\$ 7,000.00	
11		Site Erosion Control & Tree Protection	1.	\$	\$ 21,699.00	\$ 21,699.00	1	\$	\$ 21,699.00	\$ 21,699.00	
12		Clear & Grub, Rough Grading	1.	\$	\$ 27,656.00	\$ 27,656.00	1	\$	\$ 27,656.00	\$ 27,656.00	
13		Subgrade Compaction	1.	\$	\$ 39,100.00	\$ 39,100.00	1	\$	\$ 39,100.00	\$ 39,100.00	
14		Export of Material	1.	\$	\$ 4,062.00	\$ 4,062.00	1	\$	\$ 4,062.00	\$ 4,062.00	
15		Import of Material	1.	\$	\$ 18,725.00	\$ 18,725.00	1	\$	\$ 18,725.00	\$ 18,725.00	
16		Underground Utilities	1.	\$	\$ 49,296.00	\$ 49,296.00	1	\$	\$ 49,296.00	\$ 49,296.00	
17		Asphalt & Traffic Control/Permit	1.	\$	\$ 19,607.00	\$ 19,607.00	1	\$	\$ 19,607.00	\$ 19,607.00	
18		Tree Trimming	1.	\$			1	\$			
19		Landscaping	1.	\$	\$ 91,000.00	\$ 91,000.00	1	\$	\$ 91,000.00	\$ 91,000.00	
20		Concrete Contractor - Mobilization	1.	\$	\$ 650.00	\$ 650.00	1	\$	\$ 650.00	\$ 650.00	
21		Concrete Curb & Gutter	1.	\$	\$ 1,169.00	\$ 1,169.00	1	\$	\$ 1,169.00	\$ 1,169.00	
22		Concrete Sidewalk/Bike Paths	1.	\$	\$ 90,663.00	\$ 90,663.00	1	\$	\$ 90,663.00	\$ 90,663.00	
23		Concrete ADA Ramp	1.	\$	\$ 2,035.00	\$ 2,035.00	1	\$	\$ 2,035.00	\$ 2,035.00	
24		Seatwalls w/Precast Caps	1.	\$	\$ 99,523.00	\$ 99,523.00	1	\$	\$ 99,523.00	\$ 99,523.00	
25		Winter Protection/Heat	1.	\$	\$ 23,302.00	\$ 23,302.00	1	\$	\$ 23,302.00	\$ 23,302.00	
26		Portable Bathroom Enclosure	1.	\$	\$ 5,000.00	\$ 5,000.00	1	\$	\$ 5,000.00	\$ 5,000.00	
27		Dog Waste Station	1.	\$	\$ 1,111.00	\$ 1,111.00	1	\$	\$ 1,111.00	\$ 1,111.00	
28		Trash Receptacle	1.	\$	\$ 7,563.00	\$ 7,563.00	1	\$	\$ 7,563.00	\$ 7,563.00	
29		Recycle Receptacle	1.	\$	\$ 3,781.00	\$ 3,781.00	1	\$	\$ 3,781.00	\$ 3,781.00	
30		Outside Bench	1.	\$	\$ 5,880.00	\$ 5,880.00	1	\$	\$ 5,880.00	\$ 5,880.00	
31		Water Drinking Fountain/Bottle Filler	1.	\$	\$ 6,615.00	\$ 6,615.00	1	\$	\$ 6,615.00	\$ 6,615.00	

Design Build Emerson Skate Park -- City P.O. No. 2024-00000004
Change Order No. 1

May 31, 2024

Item No.	CDOT, City Ref.	Description	Original Contract				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	365	Cal. Days	---	---	365	Cal. Days	---	---	-
32		Bike Rack	1.	\$	\$ 2,582.00	\$ 2,582.00	1	\$	\$ 2,582.00	\$ 2,582.00	
33		Lighting	1.	\$	\$ 274,695.00	\$ 274,695.00	1	\$	\$ 274,695.00	\$ 274,695.00	
34		Fine Grading	1.	\$	\$ 237,472.00	\$ 237,472.00	1	\$	\$ 237,472.00	\$ 237,472.00	
35		Forming Materials	1.	\$	\$ 356,291.00	\$ 356,291.00	1	\$	\$ 356,291.00	\$ 356,291.00	
36		Rebar	1.	\$	\$ 142,484.00	\$ 142,484.00	1	\$	\$ 142,484.00	\$ 142,484.00	
37		Concrete	1.	\$	\$ 344,254.00	\$ 344,254.00	1	\$	\$ 344,254.00	\$ 344,254.00	
38		Metal/Welding Work	1.	\$	\$ 106,863.00	\$ 106,863.00	1	\$	\$ 106,863.00	\$ 106,863.00	
39		Concrete Testing	1.	\$	\$ 5,000.00	\$ 5,000.00	1	\$	\$ 5,000.00	\$ 5,000.00	
40		Travel/Housing	1.	\$	\$ 80,000.00	\$ 80,000.00	1	\$	\$ 80,000.00	\$ 80,000.00	
41		Design & Project Fee	1.	\$	\$ 560,247.00	\$ 560,247.00	1	\$	\$ 560,247.00	\$ 560,247.00	
42		Removable Bollard	1.	\$	\$ 3,775.00	\$ 3,775.00	1	\$	\$ 3,775.00	\$ 3,775.00	
43		Stamped Concrete	1.	\$	\$ 30,000.00	\$ 30,000.00	1	\$	\$ 30,000.00	\$ 30,000.00	
44		Landscaping / Irrigation Overage					1	\$	\$ 24,752.93	\$ 24,752.93	\$ 24,752.93
45		Landscaping Maintenance during Construction					1	\$	\$ 23,293.60	\$ 23,293.60	\$ 23,293.60
46		Lockable Irrigation Control Cabinet					1	\$	\$ 822.12	\$ 822.12	\$ 822.12
47		0						\$			
48		0						\$			
TOTALS:					\$ 2,906,875.00				\$ 2,955,743.65	\$ 48,868.65	



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request

To: City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501
Ph: (970)244-1521 Fax: (970)256-4090

Number: 4
Date: 5/23/2024
Job: 1855 1855-Emerson Skate Park
Phone:

Description: Landscaping Allowance Adjustment

We are pleased to offer the following specifications and pricing to make the following changes:

The following Change Request has been prepared to adjust the landscaping allowance item the difference of the allowance amount and bids received.

During the bidding process and included in our revised proposal package, an landscaping allowance was established for the sum of \$91,000.00. This included site maintenance and watering during construction.

As agreed, upon during the May 21st OAC meeting, the team will move forward with Clarke & Co., Inc, for the landscaping scope of work for the project.

Site maintenance during construction has not been determined and is not included in this Allowance cost adjustment. The City may complete this during construction in lieu of having the landscape contractor include it in their scope of work.

To date, Ford Construction has procured materials to install temporary irrigation and installed a timer. By state law we are required to pay taxes for materials purchased that can leave the site and be used on another project. These materials include taxes.

If the City will be taking over site maintenance, this would include watering the existing lawn/trees. We ask the City coordinates with Project Superintendent onsite to deter equipment and/or concrete trucks from driving over the temporary irrigation system.

Landscape Allowance: \$ 91,000.00
Clarke & Co., Inc.: \$113,620.65
Ford Const Temp Irrigation:\$ 1,406.07
Difference: \$ 24,026.72

Builders Risk Insurance: \$ 360.40
P&P Bond: \$ 365.81
Overhead & Profit: No Cost Impact. No change in scope of work.

*The Landscaping contractor excluded import of top-soil and we are working with the civil contractor for this additional cost impact, not included above. The City will need to retain a portion of their contingency fund for this additional cost impact to be submitted in a forthcoming Change Request.

*The Landscaping contractor excluded repairs to the existing irrigation system not shown in the project plans. The City will need to retain a portion of their contingency fund for this potential additional cost impact.

The total direct cost to perform this work is				\$24,026.72
(Please refer to attached sheet for details.)				
Builders Risk Insurance	\$24,026.72	1.50%		\$360.40
Bond	\$24,387.12	1.50%		\$365.81
			Total:	\$24,752.93

The schedule will be TBD.



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

If you have any questions, please contact me at 970-245-9343.

Submitted by: Ford Construction Company, Inc

Approved by: _____
Date: _____



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request 4 Price Breakdown Continuation Sheet

Description: Landscaping Allowance Adjustment

Description	Labor	Material	Equipment	Subcontract	Other	Price
Landscaping Allowance				\$-91,000.00		\$-91,000.00
Clarke & Co., Inc.				\$113,620.65		\$113,620.65
Ford Const Temp Irrigation To Date	\$270.00	\$1,136.07				\$1,406.07
Subtotal:						\$24,026.72



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

PROPOSAL

Project: Emerson Park
To: Ford Construction
Attn: Amanda Decker
Date: May 7, 2024

Clarke & Co., Inc. provides the following proposal for landscape and irrigation at the Emerson Park property in Grand Junction, CO. Proposal is based on plan sheets by KAART dated 4-9-2024. Please see exclusions and exceptions listed below, proposal is as follows and is limited to items listed only:

SUMMARY:	Unit	Qty	Unit Price	Total Price
Deciduous Trees	EA	3	\$ 445.00	\$ 1,335.00
Deciduous Shrubs	EA	49	\$ 66.00	\$ 3,234.00
Evergreen Shrubs	EA	3	\$ 72.00	\$ 216.00
Groundcovers/Perennials	EA	44	\$ 27.00	\$ 1,188.00
Ornamental Grasses	EA	63	\$ 29.00	\$ 1,827.00
Hydro seeded Turf grass	SF	13921	\$ 0.35	\$ 4,872.35
Soil Amendment	SF	20521	\$ 0.55	\$ 11,286.55
harvest brown wood Mulch 3"	SF	6509	\$ 0.75	\$ 4,881.75
Rock Mluch 1-1/2" Tan Granite	CY	6600	\$ 0.95	\$ 6,270.00
Concrete Mowstrip	LF	860	\$ 7.50	\$ 6,450.00
Boulder (no size specified)	EA	15	\$ 210.00	\$ 3,150.00
Irrigation System	LS	1	\$ 67,410.00	\$ 67,410.00
MOBILIZATION	LS	1	\$ 1,500.00	\$ 1,500.00
TOTAL				\$ 113,620.65

Exceptions and Exclusions:

1. Electrical service to controller by others including mounting the controller and rain sensor.
2. All topsoil installed to grade by others. Clarke will incorporate soil amendment and prepare the soil topically to 6" depth and fine grade.
3. All debris created by others is to be removed by others prior to landscape mobilization.
4. If bond is required please include at a rate of 2.5%.
5. All hardscape including the Mabey walls are by others.
6. Irrigation POC / demo of existing by others.

Thank you for the opportunity,



**Wacey Clarke
President
Clarke & Co., Inc.**

Date: May 7, 2024

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.

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

Time and Material Rates 2024

Labor:

Foreman	\$55 / Hr.
Laborer	\$40 / Hr.
Superintendent	\$70 / Hr.
Project Manager	\$85 / Hr.
Design Work (Office and/or Field)	\$115 / Hr.
Clerical	\$50 / Hr.

Operated Equipment:

1/2 Ton or 3/4 Ton Pick-up Truck w/ Tools	\$65 / Hr.	Medium Farm Tractor w/ Implement (90 – 139 HP)	\$135 / Hr.
1 Ton Pick-up Truck w/ Tools	\$75 / Hr.	Small Farm Tractor w/ Implement (55-90 HP)	\$105 / Hr.
Skid Steer with Fork, Bucket, or Spear	\$105 / Hr.	Hydraulic Straw Blower	\$85 / Hr.
Skid Steer with Hydraulic Attachment	\$115 / Hr.	Single Axel Dump Truck	\$85 / Hr.
Backhoe	\$125 / Hr.	Tandem Axel Dump Truck	\$115 / Hr.
Riding Trencher	\$115 / Hr.	Water Truck	\$105 / Hr.
Walk Behind Rototiller or Trencher	\$75 / Hr.	Tandem Axel Truck Mounted HydroSeeder	\$275 / Hr.
Compactor (Wacker or Plate)	\$65 / Hr.	Peterbuilt Semi Tractor and Step Deck Trailer	\$150 / Hr.
Excavator (12000-15000 lbs)	\$130 / Hr.	Equipment Trailer	\$25 / Hr.
Excavator (16000-24000 lbs)	\$175 / Hr.	JD 650 Bulldozer	\$165 / Hr.

*Additional Mobilization will be negotiated if deemed necessary.

*Other Large Scale Equipment prices determining on size, scope, and site conditions.

*Drivers are paid both ways; all riders are paid one way, each day.

525 CC 1855

2900.1000



**How doers
get more done.**

2436 F ROAD GRAND JUNCTION, CO 81505
STR MGR HEATHER SANCHEZ 244-8577

1513 00002 44210 04/26/24 02:19 PM
SALE CASHIER CORINA

046878246348 B-HYVE XD BL <A>	79.00
B-HYVE XD BLUETOOTH 4-OUTLET HI	
042206161987 ANVIL PULS <A>	
ANVIL IMPACT SPRINKLER	
3207.98	255.36
046878279896 HOSE REPAIR <A>	
5/8" FEMALE END HOSE REPAIR	
1004.48	44.80
046878279803 HOSE REPAIR <A>	
5/8" MALE END HOSE REPAIR	
1004.48	44.80
046878279315 ASST. HOSE Y <A>	
BRASS HOSE Y W/ SHUTOFF	
2010.98	21.96

SUBTOTAL	445.92
SALES TAX	38.62
TOTAL	\$484.54

XXXXXXXXXXXX9092 VISA

USD\$ 484.54

AUTH CODE 396698/0024454

TA

Chip Read

ATD A0000000031010

VISA CREDIT

P.O. #/JOB NAME: 1855

1513 04/26/24 02:19 PM



1513 02 44210 04/26/2024 1698

RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 1	90	07/25/2024

DID WE NAIL IT?

Take a short survey for a chance to WIN
A \$5,000 HOME DEPOT GIFT CARD

Optine en español

www.homedepot.com/survey

User ID: HTJ 90222 88711

PASSWORD: 24226 88709

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

6:59

4G 97%

← Order Details



WATERWORKS 5/8 in. x 100 ft.
Heavy Duty Contractor Water
Hose



Quantity: 20
Unit Price: \$29.98
Item Total: \$599.60

Payment Details

Number of Items Purchased

20

Subtotal

\$599.60

Shipping Charges

Free

Sales Tax

\$51.93

Total

\$651.53



Home



Shop



Samson



Store Mode



Cart

Equipment:
Not Tax Exempt
Per Sam

Home Depot
Sam CC
1855

2900.1000

5000.0000

Equipment Not Tax Exempt
Per Sam -



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request

To: City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501
Ph: (970)244-1521 Fax: (970)256-4090

Number: 5
Date: 5/28/2024
Job: 1855 1855-Emerson Skate Park
Phone:

Description: Landscape Maintenance Allowance Adjustment

We are pleased to offer the following specifications and pricing to make the following changes:

At your request we have prepared the following Change Request (CR) to incorporate the Landscape Maintenance as a part of the Landscape Allowance adjustment.

Work includes, to proceed with site landscape maintenance during construction including temporary watering of existing trees and turf.

- Mowing, weekly
- Trimming/Edging, weekly
- Irrigation system checks, bi-weekly
- Spring and Fall fertilizations
- Spring overseeding
- Spring lawn aeration
- Lawn/Bed/Hardscape weeding
- Bed clean up / debris removal, weekly
- Clock monitoring for best plant health and water conservation

Additional services not included in this Change Request will be performed on a Time and Material basis. Clarke & Co., mark-ups are as follows

- Material at cost plus 15%
- Labor rate of \$40.00/hr.

This does not include additional Builders Risk Insurance, Ford Construction mark-ups, and P&P Bond fees.

Monthly progress pay application to included services performed. If the entire amount is not billed for at the end of the project a credit will be applied for the difference.

This CR is to be applied to the landscaping allowance. Contract adjustment resulting in an increase and associated Insurance and Bond fees included.

Not a change in scope, therefore general conditions, overhead and profit are a no cost change.

Also included in this CR, is an allowance of \$7,500.00 to plant approximately fifteen (15) each trees. This item will be reviewed prior to project completion and the City will identify the species of tree and location for planting up to \$7,500.00 allowance. Allowance funds not used will be credited back to the City of Grand Junction.

The total direct cost to perform this work is				\$22,610.21
(Please refer to attached sheet for details.)				
Builders Risk Insurance	\$22,610.21	1.50%		\$339.15
Overhead & Profit				\$0.00
Bond	\$22,949.36	1.50%		\$344.24
Total:				\$23,293.60

The schedule will be TBD.



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

If you have any questions, please contact me at 970-245-9343.

Submitted by: Ford Construction Company, Inc

Approved by: _____

Date: _____



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request 5 Price Breakdown Continuation Sheet

Description: Landscape Maintenance Allowance Adjustment

Description	Labor	Material	Equipment	Subcontract	Other	Price
Landscape Maintenance				\$15,110.21		\$15,110.21
Tree Planting Allownace				\$7,500.00		\$7,500.00
Subtotal:						\$22,610.21

From: [Emily Krause](#)
To: [Amanda Decker](#); [Ken Sherbenou](#); [Kirsten Armbruster](#); [Sam Wilson](#); [Miriam Macias](#)
Subject: RE: Emerson Landscaping Quotes
Date: Friday, May 24, 2024 2:23:51 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Hello Amanda,

I wanted to come full circle about the additional Clark and Company \$15K for park maintenance during construction. The City is good with that quote and proceeding with this direction.

Thanks

Emily Krause, MSOL, CPRP
Recreation Superintendent
City of Grand Junction
1340 Gunnison Ave.
O: 970-254-3875
gjcity.org | [EngageGJ](#)



From: Amanda Decker <adecker@fordconstruction.org>
Sent: Monday, May 20, 2024 3:27 PM
To: Ken Sherbenou <kensh@gjcity.org>; Emily Krause <emilyk@gjcity.org>; Kirsten Armbruster <kirstena@gjcity.org>; Sam Wilson <Samw@fordconstruction.org>; Miriam Macias <m.macias@fordconstruction.org>
Subject: RE: Emerson Landscaping Quotes

**** - EXTERNAL SENDER. Only open links and attachments from known senders. DO NOT provide sensitive information. Check email for threats per risk training. - ****

Good Afternoon, Team,

We have received the attached three (3) proposals for the Emerson project landscaping scope of work.

We have updated the Q/A at the bottom of the spreadsheet (attached), to give you an update on the landscaper's responses to our questions.



CLARKE & CO.
3017 HWY 50
GRAND JUNCTION CO. 81503
(970) 241-5317
FAX (970) 241-2874

PROPOSAL

Project:

Scope: Landscape Maintenance

Date

Attention: Name and email for future reference

Clarke & Co., Inc. provides the following proposal for landscape maintenance at the above referenced locations in Grand Junction, CO.

Proposal includes the following for May 20, 2024 to October 31, 2024:

- | | | |
|----------------------------------------------------------------|-----------------------------------|-----------------------------------------------------|
| -Mowing <i>Weekly</i> | -Trimming/Edging <i>Weekly</i> | -Irrigation System Checks <i>BiWeekly</i> |
| -Spring and Fall Fertilizations | -System Startup and Winterization | -Spring Overseeding |
| -Spring Lawn Aeration | -Lawn/Bed/Hardscape Weeding | -Bed Clean up / debris removal <u><i>Weekly</i></u> |
| -Clock Monitoring for Best Plant Health and Water Conservation | | |

\$15,110.21 for 2024 Season

\$1,259.18 weekly service – we will only charge the weeks service performed

Additional Services provided and rates on a Time and Materials basis. Materials at cost plus 15% and Labor rate of \$40.00/hr. Note you will only be charged for the weeks of service.

Exceptions and Exclusions:

1. If bonding is required, please include an additional 2.5%
2. Labor Rates for Repairs \$40.00/hr plus materials.
3. Pet Waste Removal is extra.
4. Vegetable Gardens and Fruit Orchards/Vineyards are extra.
5. Snow/Ice Removal is extra.

Thank you for the opportunity,

**Dylan Evans
Maintenance Superintendent
Clarke & Co., Inc.**

Date:

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.



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request

To: City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501
Ph: (970)244-1521 Fax: (970)256-4090

Number: 6
Date: 5/30/2024
Job: 1855 1855-Emerson Skate Park
Phone:

Description: Lockable Irrigation Control Cabinet

We are pleased to offer the following specifications and pricing to make the following changes:

The following Change Request has been prepared in response to the request for a lockable cabinet for the irrigation controller.

Clarke & Co., Inc. has advised of an additional cost impact, with the spec for a lockable cabinet not in the design drawings.

This cost impact is an additional \$700.00

The total direct cost to perform this work is				\$700.00
(Please refer to attached sheet for details.)				
Builders Risk Insurance	\$700.00	1.50%		\$10.50
Overhead & Profit	\$710.50	14.00%		\$99.47
Bond	\$809.97	1.50%		\$12.15
			Total:	\$822.12

The schedule will be TBD.

If you have any questions, please contact me at 970-245-9343.

Submitted by: Ford Construction Company, Inc

Approved by: _____
Date: _____



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request 6 Price Breakdown Continuation Sheet

Description: Lockable Irrigation Control Cabinet

Description	Labor	Material	Equipment	Subcontract	Other	Price
Lockable Cabinet-Irrigation Controller				\$700.00		\$700.00
Subtotal:						\$700.00

**See next page for
clarificaiton**

From: [Melody Corpening](#)
To: [Amanda Decker](#)
Cc: [Miriam Macias](#); [Sam Wilson](#); [Wacey Clarke](#)
Subject: RE: Emerson Skate Park Irrigation Submittal
Date: Thursday, May 30, 2024 3:44:13 PM

The controllers come with a key. However, it seems that you are asking for a lockable cabinet. I spoke with my irrigation supplier and he said we could put the controllers in a metal cabinet. We did not see this as spec and therefore did not budget for it. The change order would be \$700.00 for the cabinet and extra time to install.

Thank you,

Melody Corpening

Controller/Contract Manager

Phone: 970-241-5317

Fax: 970-241-2874

Email: melody@gjclarkeandco.com

3017 Hwy 50
Grand Junction, CO. 81503

www.gjclarkeandco.com

From: Amanda Decker <adecker@fordconstruction.org>
Sent: Thursday, May 30, 2024 3:25 PM
To: Melody Corpening <melody@gjclarkeandco.com>
Cc: Miriam Macias <m.macias@fordconstruction.org>; Sam Wilson <Samw@fordconstruction.org>
Subject: RE: Emerson Skate Park Irrigation Submittal

Re: 1855-Emerson Skate Park
029000 Irrigation Submittal

Good Afternoon, Melody,

The City in is the process of reviewing the irrigation submittal and they inquired about a lockable cabinet for the irrigation clock. In reviewing the submittal, we didn't see if this is something you had in mind to install. Please let us know your thoughts on this.

Thank you,

Amanda S. Decker
President
Ford Construction Company Inc.
560 25 Rd, Grand Junction, CO 81505
Office (970) 245-9343
Fax (970) 245-5090
adecker@fordconstruction.org
www.fordconstruction.org

From: [Melody Corpening](#)
To: [Amanda Decker](#)
Cc: [Miriam Macias](#); [Sam Wilson](#); [Wacey Clarke](#)
Subject: RE: Emerson Skate Park Irrigation Submittal
Date: Thursday, May 30, 2024 4:23:56 PM

To confirm the quote was just for the cabinet not the pedestal. The spec I sent has both cabinet and pedestal. I should've been more clear in my prior email.

Thank you,

Melody Corpening

Controller/Contract Manager

Phone: 970-241-5317

Fax: 970-241-2874

Email: melody@gjclarkeandco.com

3017 Hwy 50

Grand Junction, CO. 81503

www.gjclarkeandco.com

From: Amanda Decker <adecker@fordconstruction.org>
Sent: Thursday, May 30, 2024 4:03 PM
To: Melody Corpening <melody@gjclarkeandco.com>
Cc: Miriam Macias <m.macias@fordconstruction.org>; Sam Wilson <Samw@fordconstruction.org>; Wacey Clarke <wacey@gjclarkeandco.com>
Subject: RE: Emerson Skate Park Irrigation Submittal

Thank you, we'll forward to the City for review.

Amanda S. Decker

President

Ford Construction Company Inc.

560 25 Rd, Grand Junction, CO 81505

Office (970) 245-9343

Fax (970) 245-5090

adecker@fordconstruction.org

www.fordconstruction.org

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FCCI is strictly prohibited.

From: Melody Corpening <melody@gjclarkeandco.com>
Sent: Thursday, May 30, 2024 3:47 PM
To: Amanda Decker <adecker@fordconstruction.org>
Cc: Miriam Macias <m.macias@fordconstruction.org>; Sam Wilson <Samw@fordconstruction.org>;

CHANGE ORDER
Number 4

Date: October 15, 2024
To: Ford Construction Company, Inc.
From: City of Grand Junction, Department of Engineering & Transportation
Project: **Design Build Emerson Skate Park**
P.O.: **2024-00000004**

It is agreed to modify the Contract for the Project as follows:

This change order includes Change Request (CR) 10 for installation of security cameras (supplied by the City PD) on the newly installed light poles at the skate park; CR 11 for removal of the existing sidewalk in the northeast quadrant and replacement with a new concrete sidewalk with base material to match new sidewalks already installed in this project; and inclusion of \$850.00 of Minor Contract Revisions for a potential RFI cost for the irrigation backflow preventer.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$2,906,875.24
Approved Change Orders	58,809.98
This Change Order	14,135.55
Revised Contract Amount	\$2,979,820.77

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	0.	
Revised Contract Time	365.	Cal. Days

Construction Start Date: January 1, 2024
Contract Completion Date: December 30, 2024

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by: Signed by: Kirsten Armbruster Date: 10/21/2024
Kirsten Armbruster, Project Engineer

Approved by: DocuSigned by: Ken Sherbenou Date: 10/21/2024
Ken Sherbenou, Parks & Recreation Director

Contractor: **Ford Construction Company, Inc.**

Signature: DocuSigned by: Amanda Decker Date: 10/21/2024

Name and Title: Amanda Decker Amanda S Decker, President

Design Build Emerson Skate Park -- City P.O. No. 2024-00000004
Change Order No. 4

October 15, 2024

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2, 3]				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	365	Cal. Days	---	---	365	Cal. Days	---	---	-
1		Mesa County Building Permit - Demo Permit	1.	\$	\$ 231.00	\$ 231.00	1	\$	\$ 231.00	\$ 231.00	
2		Grand Junction Planning - Planning Clearance	1.	\$			1	\$			
3		Grand Junction Planning - Fire Clearance	1.	\$			1	\$			
4		Stormwater Permits (County & State)	1.	\$			1	\$			
5		General Conditions	1.	\$	\$ 172,494.62	\$ 172,494.62	1	\$	\$ 172,494.62	\$ 172,494.62	
6		QC Testing	1.	\$	\$ 16,100.00	\$ 16,100.00	1	\$	\$ 16,100.00	\$ 16,100.00	
7		Remove Asphalt, Curb & Gutter & Sidewalk	1.	\$	\$ 30,201.00	\$ 30,201.00	1	\$	\$ 30,201.00	\$ 30,201.00	
8		Remove Building	1.	\$	\$ 7,000.00	\$ 7,000.00	1	\$	\$ 7,000.00	\$ 7,000.00	
9		Remove Playground Equipment	1.	\$	\$ 12,400.00	\$ 12,400.00	1	\$	\$ 12,400.00	\$ 12,400.00	
10		Civil Contractor - Mobilization	1.	\$	\$ 7,000.00	\$ 7,000.00	1	\$	\$ 7,000.00	\$ 7,000.00	
11		Site Erosion Control & Tree Protection	1.	\$	\$ 21,699.00	\$ 21,699.00	1	\$	\$ 21,699.00	\$ 21,699.00	
12		Clear & Grub, Rough Grading	1.	\$	\$ 27,656.00	\$ 27,656.00	1	\$	\$ 27,656.00	\$ 27,656.00	
13		Subgrade Compaction	1.	\$	\$ 39,100.00	\$ 39,100.00	1	\$	\$ 39,100.00	\$ 39,100.00	
14		Export of Material	1.	\$	\$ 4,062.00	\$ 4,062.00			\$ 4,062.00		\$ (4,062.00)
15		Import of Material	1.	\$	\$ 18,725.00	\$ 18,725.00	1	\$	\$ 18,725.00	\$ 18,725.00	
16		Underground Utilities	1.	\$	\$ 49,296.00	\$ 49,296.00	1	\$	\$ 49,296.00	\$ 49,296.00	
17		Asphalt & Traffic Control/Permit	1.	\$	\$ 19,607.00	\$ 19,607.00	0.3549753	\$	\$ 19,607.00	\$ 6,960.00	\$ (12,647.00)
18		Tree Trimming	1.	\$			1	\$			
19		Landscaping	1.	\$	\$ 91,000.00	\$ 91,000.00	1	\$	\$ 91,000.00	\$ 91,000.00	
20		Concrete Contractor - Mobilization	1.	\$	\$ 650.00	\$ 650.00	1	\$	\$ 650.00	\$ 650.00	
21		Concrete Curb & Gutter	1.	\$	\$ 1,169.00	\$ 1,169.00	1	\$	\$ 1,169.00	\$ 1,169.00	
22		Concrete Sidewalk/Bike Paths	1.	\$	\$ 90,663.00	\$ 90,663.00	1	\$	\$ 90,663.00	\$ 90,663.00	
23		Concrete ADA Ramp	1.	\$	\$ 2,035.00	\$ 2,035.00	1	\$	\$ 2,035.00	\$ 2,035.00	
24		Seatwalls w/Precast Caps	1.	\$	\$ 99,523.00	\$ 99,523.00	1	\$	\$ 99,523.00	\$ 99,523.00	
25		Winter Protection/Heat	1.	\$	\$ 9,727.83	\$ 9,727.83			\$ 9,727.83		\$ (9,727.83)
26		Portable Bathroom Enclosure	1.	\$	\$ 5,000.00	\$ 5,000.00	1	\$	\$ 5,000.00	\$ 5,000.00	
27		Dog Waste Station	1.	\$	\$ 1,111.00	\$ 1,111.00	1	\$	\$ 1,111.00	\$ 1,111.00	
28		Trash Receptacle	1.	\$	\$ 7,563.00	\$ 7,563.00	1	\$	\$ 7,563.00	\$ 7,563.00	
29		Recycle Receptacle	1.	\$	\$ 3,781.00	\$ 3,781.00	1	\$	\$ 3,781.00	\$ 3,781.00	
30		Outside Bench	1.	\$	\$ 5,880.00	\$ 5,880.00	1	\$	\$ 5,880.00	\$ 5,880.00	
31		Water Drinking Fountain/Bottle Filler	1.	\$	\$ 6,615.00	\$ 6,615.00	1	\$	\$ 6,615.00	\$ 6,615.00	

Design Build Emerson Skate Park -- City P.O. No. 2024-00000004
Change Order No. 4

October 15, 2024

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2, 3]				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	365	Cal. Days	---	---	365	Cal. Days	---	---	-
32		Bike Rack	1.	\$	\$ 2,582.00	\$ 2,582.00	1	\$	\$ 2,582.00	\$ 2,582.00	
33		Site Electrical - Musco	1.	\$	\$ 82,000.00	\$ 82,000.00	1	\$	\$ 82,000.00	\$ 82,000.00	
34		Fine Grading	1.	\$	\$ 237,472.00	\$ 237,472.00	1	\$	\$ 237,472.00	\$ 237,472.00	
35		Forming Materials	1.	\$	\$ 356,291.00	\$ 356,291.00	1	\$	\$ 356,291.00	\$ 356,291.00	
36		Rebar	1.	\$	\$ 142,484.00	\$ 142,484.00	1	\$	\$ 142,484.00	\$ 142,484.00	
37		Concrete	1.	\$	\$ 344,254.00	\$ 344,254.00	1	\$	\$ 344,254.00	\$ 344,254.00	
38		Metal/Welding Work	1.	\$	\$ 106,863.00	\$ 106,863.00	1	\$	\$ 106,863.00	\$ 106,863.00	
39		Concrete Testing	1.	\$	\$ 5,000.00	\$ 5,000.00	1	\$	\$ 5,000.00	\$ 5,000.00	
40		Travel/Housing	1.	\$	\$ 80,000.00	\$ 80,000.00	1	\$	\$ 80,000.00	\$ 80,000.00	
41		Design & Project Fee	1.	\$	\$ 560,247.00	\$ 560,247.00	1	\$	\$ 560,247.00	\$ 560,247.00	
42		Removable Bollard	1.	\$	\$ 16,697.79	\$ 16,697.79	1	\$	\$ 16,697.79	\$ 16,697.79	
43		Stamped Concrete	1.	\$	\$ 30,000.00	\$ 30,000.00	1	\$	\$ 30,000.00	\$ 30,000.00	
44		Site Electrical - Berwick	1.	\$	\$ 192,695.00	\$ 192,695.00	1	\$	\$ 192,695.00	\$ 192,695.00	
45 [1]		Landscaping / Irrigation Overage	1.	\$	\$ 24,752.93	\$ 24,752.93	1	\$	\$ 24,752.93	\$ 24,752.93	
46 [1]		Landscaping Maintenance during Construction	1.	\$	\$ 23,293.60	\$ 23,293.60	1	\$	\$ 23,293.60	\$ 23,293.60	
47 [1]		Lockable Irrigation Control Cabinet	1.	\$	\$ 822.12	\$ 822.12	1	\$	\$ 822.12	\$ 822.12	
48 [2]		Landscaping Topsoil	1.	\$	\$ 6,397.70	\$ 6,397.70	1	\$	\$ 6,397.70	\$ 6,397.70	
49 [3]		Irrigation and Landscaping Revisions	1.	\$	\$ 3,543.63	\$ 3,543.63	1	\$	\$ 3,543.63	\$ 3,543.63	
50		Install Security Cameras (Cameras Supplied by City PD) (CR 10)					1	\$	\$ 10,053.35	\$ 10,053.35	\$ 10,053.35
51		Remove Asphalt Sidewalk in NE quadrant of Park and install new Concrete Sidewalk to match area of existing asphalt (CR 11)					1	\$	\$ 29,669.03	\$ 29,669.03	\$ 29,669.03
MCR		Minor Contract Revisions	---	---	\$ -	\$ -	---	---	\$ 850.00	\$ 850.00	\$ 850.00
SUBTOTAL:						\$ 2,965,685.22			\$ 2,979,820.77	\$ 14,135.55	
DISC		Prompt Payment Discount	0.0%			\$ -			\$ -	\$ -	\$ 0.00
TOTALS:						\$ 2,965,685.22			\$ 2,979,820.77	\$ 14,135.55	

[x] - See
Change
Order
No. "x"



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

RFI

To: City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501
Ph: (970)244-1521 Fax: (970)256-4090

RFI #: 17
Date: 10/14/2024
Job: 1855 1855-Emerson Skate Park
Phone:

CC:

Subject: Existing Irrigation Water Service Meter

Drawing: C4, I-2
Cost Impact: TBD

Spec Section: N/A
Schedule Impact: TBD

Request:

Date Required: 10/18/2024

Sheet C4 calls out for a backflow replacement based on elevations of new landscape at the Southeast side of the park. However, the landscape drawings do not call out for any new landscape in that area. Please see attached photos of the current elevation at the existing water service meter and the valve box next to it. This valve box is not shown on the irrigation plans (Sheet I-2). Both the irrigation water service meter and the valve box are at a lower elevation than the existing landscaping. We will need to bring up the backflow and valve box to match the current sidewalk elevation. This will be a cost impact.

Sheet I-2 calls out for a new backflow and cage; however, the cage is 54" long by 20" wide and will not fit in a vertical orientation. The cage would need to be installed at a horizontal orientation to avoid relocating the valve box. This would not be an additional cost.

Please advise.

Requested by: Ford Construction Company, Inc

Response:

Answered by

Company

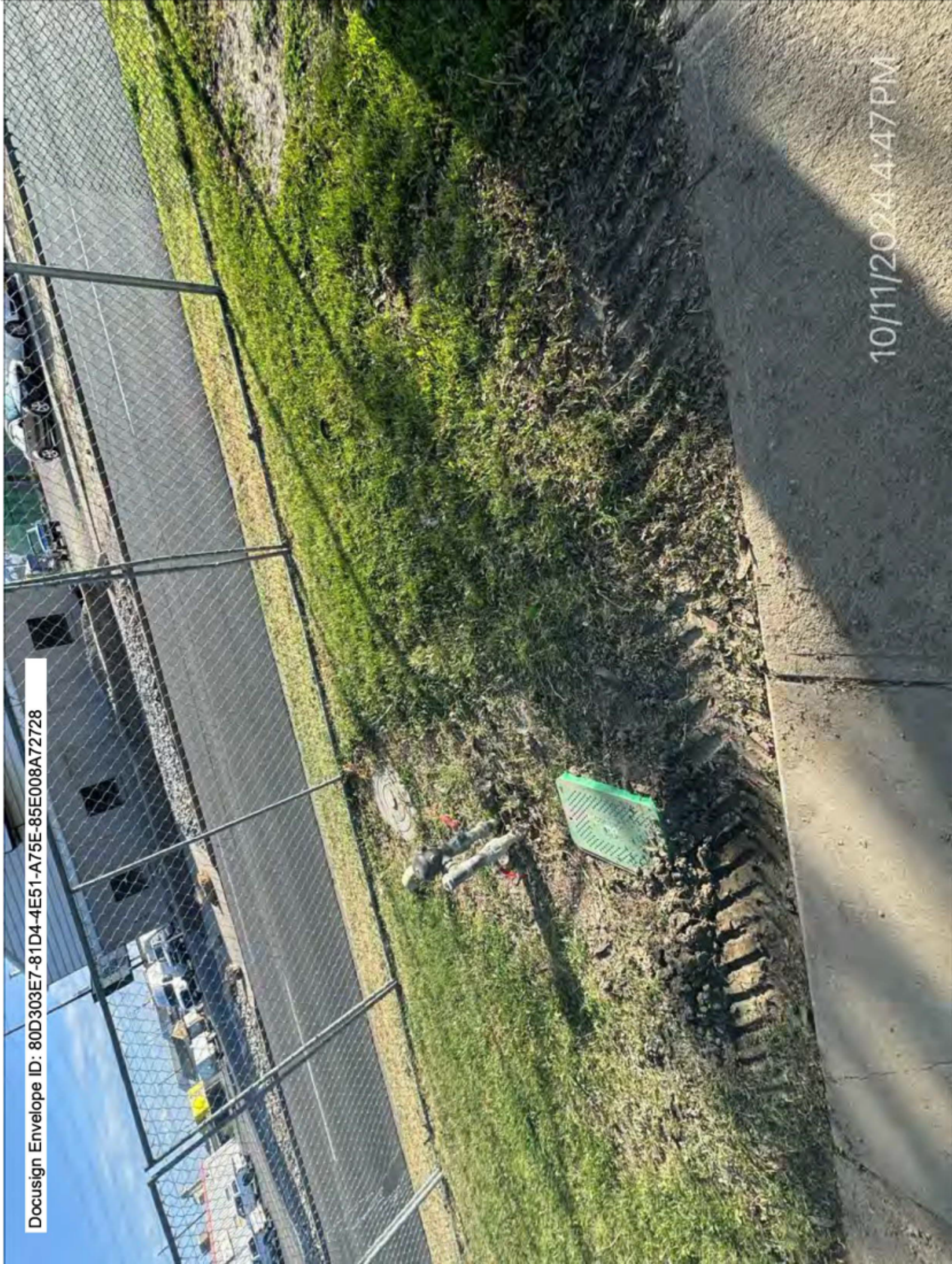
Date



10/11/2024 4:47 PM



10/11/2024 4:47 PM



10/11/2024 4:47 PM



Oct 14, 2024 10:48:07 AM
935 Pitkin Avenue
Grand Junction
Mesa County
Colorado



Oct 14/ 2024 10:48:18 AM
935 Pitkin Avenue
Grand Junction
Mesa County
Colorado



Oct 14, 2024 10:48:43 AM
953 Interstate 70 Business Loop
Grand Junction
Mesa County
Colorado



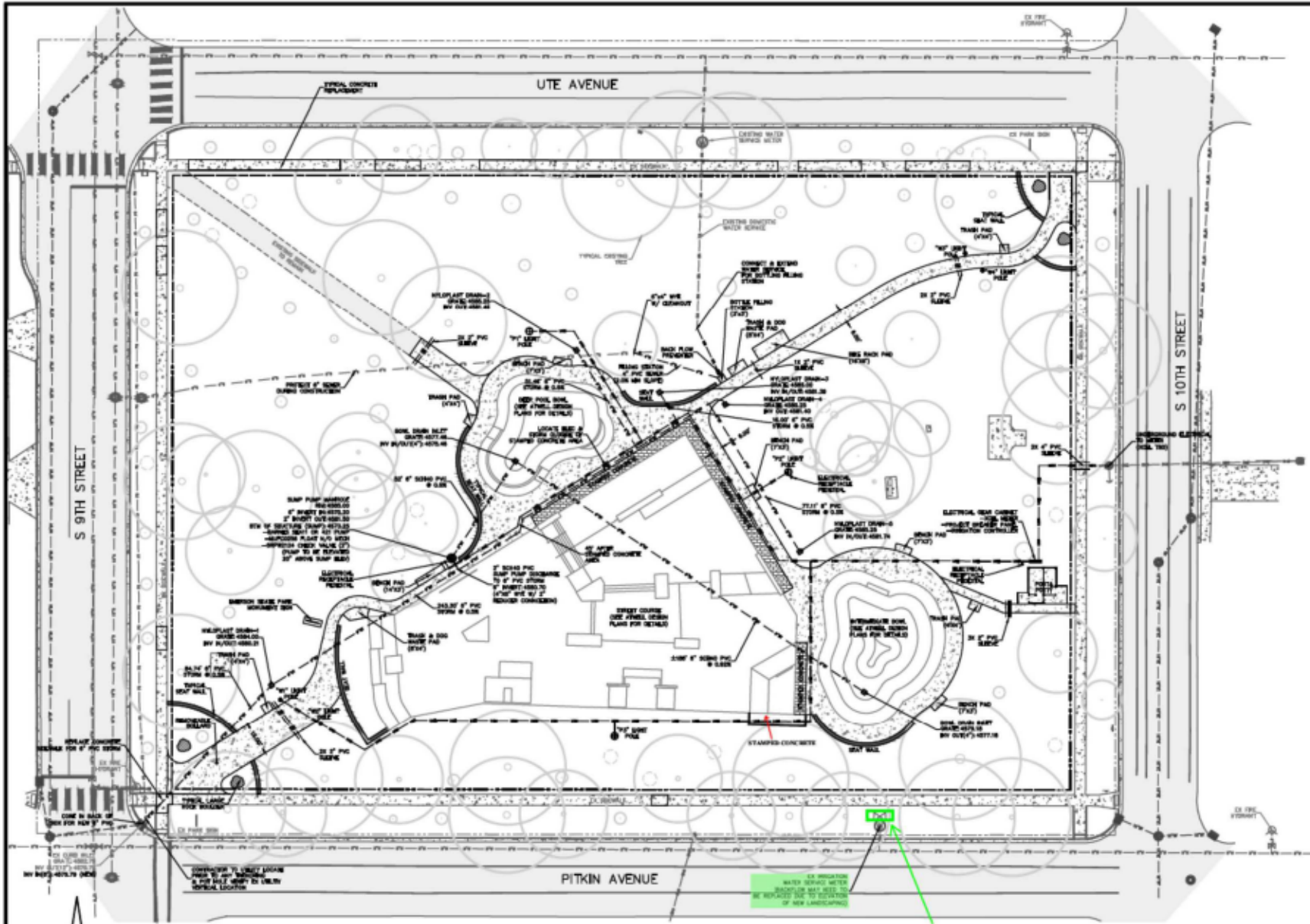
Oct 14, 2024 10:49:29 AM
953 Interstate 70 Business Loop
Grand Junction
Mesa County
Colorado



Oct 14, 2024 10:50:07 AM
935 Pitkin Avenue
Grand Junction
Mesa County
Colorado



Oct 14, 2024 10:50:48 AM
953 Interstate 70 Business Loop
Grand Junction
Mesa County
Colorado



GENERAL NOTES:

- 2- ANY WORK ALONG S 8TH & 10TH STREET SHALL BECAUSE A CITY OF GRAND JUNCTION WORK WITHIN THE RIGHT-OF-WAY PERMIT.



Age Group	Percentage of Respondents
18-29	55
30-49	50
50-69	45
70+	40

Proposed orientation for new cage.



Abstract The purpose of this study was to determine the effect of a 12-week training program on the physical and psychological health of sedentary, middle-aged women. The program consisted of three sessions per week, each lasting 45 minutes. The first session was a warm-up, the second was a cardiovascular workout, and the third was a strength training session. The results showed that the women who participated in the program experienced significant improvements in their physical and psychological health. Specifically, there was a significant increase in heart rate, blood pressure, and body mass index (BMI). Additionally, there was a significant decrease in anxiety and depression scores. The results suggest that a 12-week training program can have a positive effect on the physical and psychological health of sedentary, middle-aged women.



811 some spots below.
Call before you dig.

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	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

$$\underline{A \cdot C \cdot G}$$

AUSTIN CIVIL GROUP, INC.

And Pinaric: Civil Engineering Development of Structures

12/18/2016 10:40:00 AM General Accounting Corporation (11/18/16)

EMERSON SKATE PARK

SIGN & UTILITY PLAN
NOV 5 1997 STREET

GRAND JUNCTION, CO 81501

CHIEF OF CHAIN INFORMATION

1	2	3	4
---	---	---	---

1038.0007

4-9-24
1°-20°



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request

To: City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501
Ph: (970)244-1521 Fax: (970)256-4090

Number: 10
Date: 10/14/2024
Job: 1855 1855-Emerson Skate Park
Phone:

Description: Add Camera Installation

We are pleased to offer the following specifications and pricing to make the following changes:

The following Change Request has been prepared in response to the request to add cameras on the light poles.

Work Includes:

1.) Add Camera Installation

- Install three (3) cameras (provided by the City) and three (3) cellular transmitters on each pole.
- Cameras and transmitters to be mounted approximately half way up the light poles.
- Furnish and install one (1) 20A, 120V circuit from the main service panel to the cameras power supplies.
- Boom lift to complete camera work.
- One (1) layer of 3/4" plywood protection over existing grass/landscaped surfaces where lift will drive.
- Schedule: It will take Guarantee Electric one week to complete this additional scope.

*Note: Material lead time is two weeks from time of approval.

The total direct cost to perform this work is				\$8,560.00
(Please refer to attached sheet for details.)				
Builders Risk Insurance	\$8,560.00	1.50%		\$128.40
Overhead & Profit	\$8,688.40	14.00%		\$1,216.38
Bond	\$9,904.78	1.50%		\$148.57
Total:				\$10,053.35

The schedule will be TBD.

If you have any questions, please contact me at (970) 245-9343.

Submitted by: Ford Construction Company, Inc

Approved by: _____
Date: _____



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request 10 Price Breakdown Continuation Sheet

Description: Add Camera Installation

Description	Labor	Material	Equipment	Subcontract	Other	Price
1.) Add Camera Installation				\$8,560.00		\$8,560.00
Subtotal:						\$8,560.00



3450 N. Nevada #100
Colorado Springs, CO 80907
719-632-7683 | geco.com

Site Address:

Ford Construction
Contact: Amanda Decker
301 S 10th St
Grand Junction, CO

Guarantee Electrical
3450 N Nevada Ave, #100
Colorado Springs, CO 80907
Contact: Eric Norman
E-mail: eric.norman@geco.com

CCN # 1
CCN Date 10/10/2024
Project Name: Emerson Park
Project Number: 31365
Page Number: 1

Change Request

Guarantee Electrical is pleased to submit this change request for the following electrical work:

Inclusions:

- Install (3) customer provided cameras and (3) cellular transmitters on each pole. Cameras and transmitters to be mounted approximately ½ way up the pole.
- Furnish and install (1) 20A, 120V circuit from the main service panel to the camera's power supplies.
- Boom lift to complete camera work.
- (1) layer of ¾" plywood protection over existing grass/landscaped surfaces where lift will drive.

Exclusions:

- Engineering.
- Overtime.
- Additional scope.
- Additional landscaping protection.
- Camera commissioning and network set-up.

All work to be completed in a workmanlike manner according to standard practices. All parts and labor provided by Guarantee Electrical Contracting, LLC, have a one-year warranty. 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 quotation. All agreements contingent upon delays beyond our control. Owner to carry property and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal is valid for 30 days. Credit card transactions will be charged a 2% service fee. Payment terms; Net 30.

Minus (3) mounting brackets

-310.00

Final Amount

\$8,560.00

CLIENT ACCEPTANCE

Final Amount: \$8,560.00

Name: _____

Date: _____

Signature: _____

Purchase Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work. Quote valid for 90 days.

Project NOLA: HOST-2MP25XPTZ

2MP 25X TiOC Network PTZ Camera



Diamond is a series of AI products and solutions that adopt independent AI chip and deep learning algorithm. It focuses on human and vehicle with high accuracy, enabling users to fast act on defined targets.

System Overview

The Three-in-One Camera (TiOC) solution combines 24/7 monitoring, active deterrence and real-time alarms with artificial intelligence into one smart, innovative solution. TiOC PTZ cameras adopt auto-tracking 3.0 technology, greatly improving the monitoring scope of key targets. For distributors and installers, it not only saves time, but also reduces cost.

Functions

Starlight Technology

With advanced image processing technology and optical technology, Starlight technology can provide clear colorful video in the environment of low illuminance. It widely applies to various environments of low illuminance.

Smart H.265+ & Smart H.264+

With advanced scene-adaptive rate control algorithm, smart encoding technology realizes the higher encoding efficiency than H.265 and H.264, provides high-quality video, and reduces the cost of storage and transmission.

- 1/2.8" 2Megapixel STARVIS™ CMOS.
- 25x optical zoom.
- Starlight technology.
- Max. 25/30fps@2M.
- IR distance up to 100 m.
- Auto tracking 3.0.
- Perimeter protection.
- Face detection.
- SMD 4.0.
- IP66.
- Full-color illuminator; red and blue warning light.



Perimeter Protection

Automatically filters out false alarms caused by animals, rustling leaves, bright lights, and more, and uses secondary recognition during target detection to improve alarm accuracy.

Face Detection

Supports 6 attributes and 8 expressions: Gender, age, glasses, face mask, beard and expressions (anger, sadness, disgust, fear, surprise, calm, happiness, and confusion). It also supports face cutout settings: Face, and single inch photo. Three snapshot methods are also featured: Real-time snapshot, priority snapshot, and quality priority.

Protection (IP66, TVS 6000 V)

IP66, TVS 6000 V lightning proof, surge protection, and voltage transient protection.

Auto Tracking

This feature controls the pan, tilt and zoom actions of the camera to automatically track an object in motion, to keep it in view of the camera. Tracking can be triggered manually or automatically by defined rules. Once a rule is triggered, the camera can zoom in and track the defined target automatically.

SMD 4.0

Smart Motion Detection technology works with intelligent algorithms to classify targets that trigger motion detection alarms. It filters out objects that are not targets, such as small and large animals, to avoid triggering false alarms. With an AI NVR, Quick Pick technology becomes available, allowing you to easily search for and pick out human and vehicle targets from SMD event videos, prioritizing the highest matches.

Technical Specification

Camera

Image Sensor	1/2.8" CMOS
Pixel	2 MP
Max. Resolution	1920 (H) × 1080 (V)
ROM	4 GB
RAM	1 GB
Electronic Shutter Speed	1 s–1/30,000 s
Scanning System	Progressive
Min. Illumination	0.005 lux@F1.6 (Color, 30 IRE); 0.0005 lux@F1.6 (B/W, 30 IRE); 0 lux (illuminator on)
Illumination Distance	100 m (328.08 ft) (IR); 50 m (164.04 ft) (White light)
Illuminator On/Off Control	Zoom Prio; Manual; Auto; Off
Illuminator Number	2 (IR); 2 (Dual light fusion)

Lens

Focal Length	4.8 mm–120 mm			
Max. Aperture	F1.6-F3.5			
Field of View	H: 58.5°~2.8°; V: 33.2°~1.5°; D: 67.5°~3.2°			
Optical Zoom	25×			
Focus Control	Auto; semi-auto; manual			
Close Focus Distance	0.1 m-1.5 m (0.33 ft~4.92 ft)			
Iris Control	Auto; manual			
DORI Distance	Detect	Observe	Recognize	Identify
	1655 m (5429.79 ft)	654 m (2145.67 ft)	331 m (1085.96 ft)	165 m (541.34 ft)

PTZ

Pan/Tilt Range	Pan: 0° to 360° endless; Tilt: –1.5° to +90°, auto flip 180°
Manual Control Speed	Pan: 0.1°/s–200°/s; Tilt: 0.1°/s–120°/s
Preset Speed	Pan: 0.1°/s–240°/s; Tilt: 0.1°/s–200°/s
Preset	300
Tour	8 (up to 32 presets per tour)
Pattern	5
Scan	5
Power-off Memory	Yes
Idle Motion	Pattern; Preset; Scan; Tour

Intelligence

IVS (Perimeter Protection)	Tripwire; intrusion; crossing fence detection; loitering detection; abandoned/missing object; fast moving; parking detection; people gathering; linkage tracking
----------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------

Face Detection	Supports face detection, optimization, capturing pictures, uploading high-quality face snapshots and enhancing face images. Attribute Extraction is also supported, where 6 attributes and 8 expressions can be detected. Face cutout is also offered, where you can cutout one face at a time and customize the size to be a one-inch photo. The supported methods for capturing snapshots are real-time capturing, quality first, and selecting a preferred image among a group of snapshots.
Auto Tracking	Yes
SMD	SMD4.0
Quick Pick	Yes

Active Deterrence

Light Warning	Red-blue light warning Flash duration: 5 s–30 s Flash frequency: high, medium, low
Sound Warning	Offers 11 types of sound alarms, and supports importing custom sound alarms.

Video

Video Compression	H.264H; H.264B; Smart H.265+; H.265; MJPEG (Sub Stream); Smart H.264+; H.264M
Streaming Capability	3 streams
Resolution	1080p (1920 × 1080); 1.3M (1280 × 960); 720p (1280 × 720); D1 (704 × 576/704 × 480); VGA (640 × 480); CIF (352 × 288/352 × 240)
Video Frame Rate	Main stream: 1080p/1.3M/720p@(1–50/60 fps) Sub stream 1: D1/CIF@(1–25/30 fps) Sub stream 2: 1080p/1.3M/720p/CIF@(1–25/30 fps)
Bit Rate Control	CBR/VBR
Video Bit Rate	H264: 64 Kbps–10,496 Kbps H265: 25 Kbps–6,400 Kbps
Day/Night	Auto (ICR); Color; B/W
BLC	Yes
WDR	120 dB
HLC	Yes
White Balance	Auto; indoor; outdoor; tracking; manual; sodium lamp; natural light; street lamp
Gain Control	Auto; manual
Noise Reduction	2D NR; 3D NR
Motion Detection	Yes
Region of Interest (RoI)	Yes
Image Stabilization	Electronic (EIS)
Defog	Electronic
Digital Zoom	16×
Image Rotation	180°
Privacy Masking	Up to 24 areas can be set, with up to 8 areas in the same view; Multiple colors available
S/N Ratio	≥ 55 dB

Audio

Audio Compression	PCM; G.711a; G.711Mu; G.726; MPEG2-Layer2; G722.1; G729; G723
-------------------	---------------------------------------------------------------

Network

Network Port	RJ-45 (10/100 Base-T)
Network Protocol	FTP; RTMP; IPv6; Bonjour; IPv4; DNS; RTP; PPPoE; NTP; RTP; 802.1x; HTTPS; SNMP; TCP/IP; DDNS; UPnP; NFS; ICMP; UDP; IGMP; HTTP; SSL; DHCP; SMTP; Qos; RTSP; ARP
Interoperability	CGI; SDK; ONVIF (Profile S&G&T); P2P
Streaming Method	Unicast/Multicast
User/Host	20 (total bandwidth: 64 M)
Storage	Micro SD card (512 GB); FTP/SFTP; NAS
Browser	IE 9 and later versions; Chrome 41 and later versions; Firefox 50 and later versions; Safari 10 and later versions
Management Software	DMSS; DSS Pro
Mobile Client	iOS; Android

Certification

Certifications	CE: EN55032/EN55024/EN50130-4 FCC: Part15 subpartB, ANSI C63.4-2014
----------------	------------------------------------------------------------------------

Port

Audio Input	1 channel (LINE IN, bare wire)
Audio Output	1 channel (LINE OUT, bare wire; built-in speaker (mutually exclusive))
Alarm Input	2 (on-off value input: 0–5 VDC)
Alarm Output	1 channel
Alarm Linkage	Capture; recording; send email; preset; tour; pattern; alarm digital output; audio; warning light
Alarm Event	Motion/tampering detection; audio detection; network disconnection detection; IP conflict detection; memory card state detection; memory space detection

Power

Power Supply	12 VDC, 3 A ± 10%; PoE+ (802.3at)
Power Consumption	12 VDC: Basic: 7 W; Max: 15 W (white light + heated glass + PTZ on + alarm + red and blue light flashing) PoE: Basic: 9 W; Max: 16 W (white light + heated glass + PTZ on + alarm + red and blue light flashing)

Environment

Operating Temperature	–40 °C to +65 °C (–40 °F to +149 °F)
Operating Humidity	≤ 95%
Protection	TVS 6000 V lightning proof; IP66; surge protection; voltage transient protection

Structure

Product Dimensions	269.9 mm × Φ160.0 mm (10.63" × Φ6.30")
Net Weight	2.6 kg (5.73 lb)
Gross Weight	4 kg (8.82 lb)

Accessories

Optional:



PFB305W
Wall Mount
Bracket



PFA111
Junction Box



PFB300C
Ceiling Mount
Bracket



PFA151
Corner Mount
Bracket

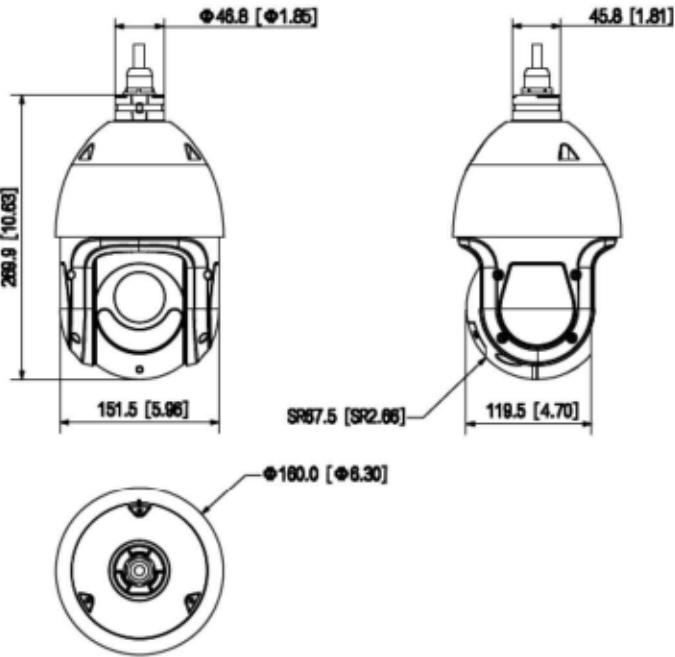


PFA150
Pole Mount Bracket



PFB303S
Parapet Mount
Bracket

Dimensions (mm[inch])



Wall Mount	Ceiling Mount 1	Ceiling Mount 2
PFB305W+PFA125	PFA111+PFB300C	PFA111+PFB301C
Pole Mount (Vertical)	Corner Mount	Pole Mount (Horizontal)
PFB305W+PFA150	PFB305W+PFA151	PFA111+PFB300C+PFA150
Plane Mount	Parapet Mount	
PFB301S-E	PFA111+PFB303S	



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request

To: City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501
Ph: (970)244-1521 Fax: (970)256-4090

Number: 11
Date: 10/15/2024
Job: 1855 1855-Emerson Skate Park
Phone:

Description: Additional Sidewalk Replacement

We are pleased to offer the following specifications and pricing to make the following changes:

At your request we have prepared the following Change Request to removed and replace the sidewalk from 9th & Ute Ave to the skate park. Please reference the attached site plan with the replacement of sidewalk clouded in red.

Project Approach:

- Proposed project approach is to close 9th Street between Ute Ave & Pitkin Ave. Crews will utilize heavy equipment (skid steer) to remove existing sidewalk and load into haul trucks parked on 9th Steet. We do not anticipate haul trucks to drive onto the site for the proposed work. Concrete crews will place by buggie to keep the mixers off the landscaping and from beating up the sidewalk and curb & gutter that is remaining.

WORK INCLUDES:

Temp Protection:

- Site access is anticipated off of 9th Street. We have included to provide 2xlumber and sheet goods to protect existing curb and gutter, and park sidewalk.

Civil:

- Remove approximately 1,407 sf (10'-6" x 134'-0") of sidewalk.
(Existing sidewalk is 7" concrete sidewalk with 1-2" asphalt overlay, total of 8-9" thick assembly to be removed.)
- Remove and export off site existing subgrade an additional 3" to allow for import and placement of road base.
- Import, place and compact 6" thick class 6 road base.

Concrete:

- Form, place and finish non-traffic rated 6" thick concrete sidewalk with control joints.
- May's schedule is booked and they have an opening the last week of October. If work is completed during this week, there with not be a remobilization fee.

Traffic Control:

- Proposed work is anticipated to be completed in five (5) working days, and crews will close 9th Street between Ute Ave and Pitkin Ave.

Irrigation/Landscaping Repair Allowance:

- Irrigation allowance takes into consideration of setting concrete forms and form stakes that will be driven into the grass.
- Re-seed approx. 30% of the area between 9th and the sidewalk to be replaced. Area 7,300 SF x 30% = 2,190 SF

Winter Protection

- At this time we have not included cost assocaited with winter protection. Subject to when this work is approved and weather, that will be discussed with City Representative at that time.

At this time, we have not included additional General Conditions. If this change impacts the project schedule outside of what is defined above, Ford Construction reserves the right to be reimbursed for extended General Conditions.

The total direct cost to perform this work is	\$25,042.26
(Please refer to attached sheet for details.)	
Builders Risk Insurance	\$25,042.26 1.50% \$375.63



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Description: Additional Sidewalk Replacement

We are pleased to offer the following specifications and pricing to make the following changes:

At your request we have prepared the following Change Request to removed and replace the sidewalk from 9th & Ute Ave to the skate park. Please reference the attached site plan with the replacement of sidewalk clouded in red.

Project Approach:

- Proposed project approach is to close 9th Street between Ute Ave & Pitkin Ave. Crews will utilize heavy equipment (skid steer) to remove existing sidewalk and load into haul trucks parked on 9th Steet. We do not anticipate haul trucks to drive onto the site for the proposed work. Concrete crews will place by buggie to keep the mixers off the landscaping and from beating up the sidewalk and curb & gutter that is remaining.

WORK INCLUDES:

Temp Protection:

- Site access is anticipated off of 9th Street. We have included to provide 2xlumber and sheet goods to protect existing curb and gutter, and park sidewalk.

Civil:

- Remove approximately 1,407 sf (10'-6" x 134'-0") of sidewalk.
(Existing sidewalk is 7" concrete sidewalk with 1-2" asphalt overlay, total of 8-9" thick assembly to be removed.)
- Remove and export off site existing subgrade an additional 3" to allow for import and placement of road base.
- Import, place and compact 6" thick class 6 road base.

Concrete:

- Form, place and finish non-traffic rated 6" thick concrete sidewalk with control joints.
- May's schedule is booked and they have an opening the last week of October. If work is completed during this week, there with not be a remobilization fee.

Traffic Control:

- Proposed work is anticipated to be completed in five (5) working days, and crews will close 9th Street between Ute Ave and Pitkin Ave.

Irrigation/Landscaping Repair Allowance:

- Irrigation allowance takes into consideration of setting concrete forms and form stakes that will be driven into the grass.
- Re-seed approx. 30% of the area between 9th and the sidewalk to be replaced. Area 7,300 SF x 30% = 2,190 SF

Winter Protection

- At this time we have not included cost assocaited with winter protection. Subject to when this work is approved and weather, that will be discussed with City Representative at that time.

At this time, we have not included additional General Conditions. If this change impacts the project schedule outside of what is defined above, Ford Construction reserves the right to be reimbursed for extended General Conditions.

The total direct cost to perform this work is				\$25,042.26
(Please refer to attached sheet for details.)				
Overhead & Profit	\$25,417.89	15.00%		\$3,812.68
Bond	\$29,230.57	1.50%		\$438.46
			Total:	\$29,669.03

The schedule will be TBD.

If you have any questions, please contact me at .



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Submitted by: Ford Construction Company, Inc

Approved by: _____
Date: _____



FORD CONSTRUCTION COMPANY, INC.

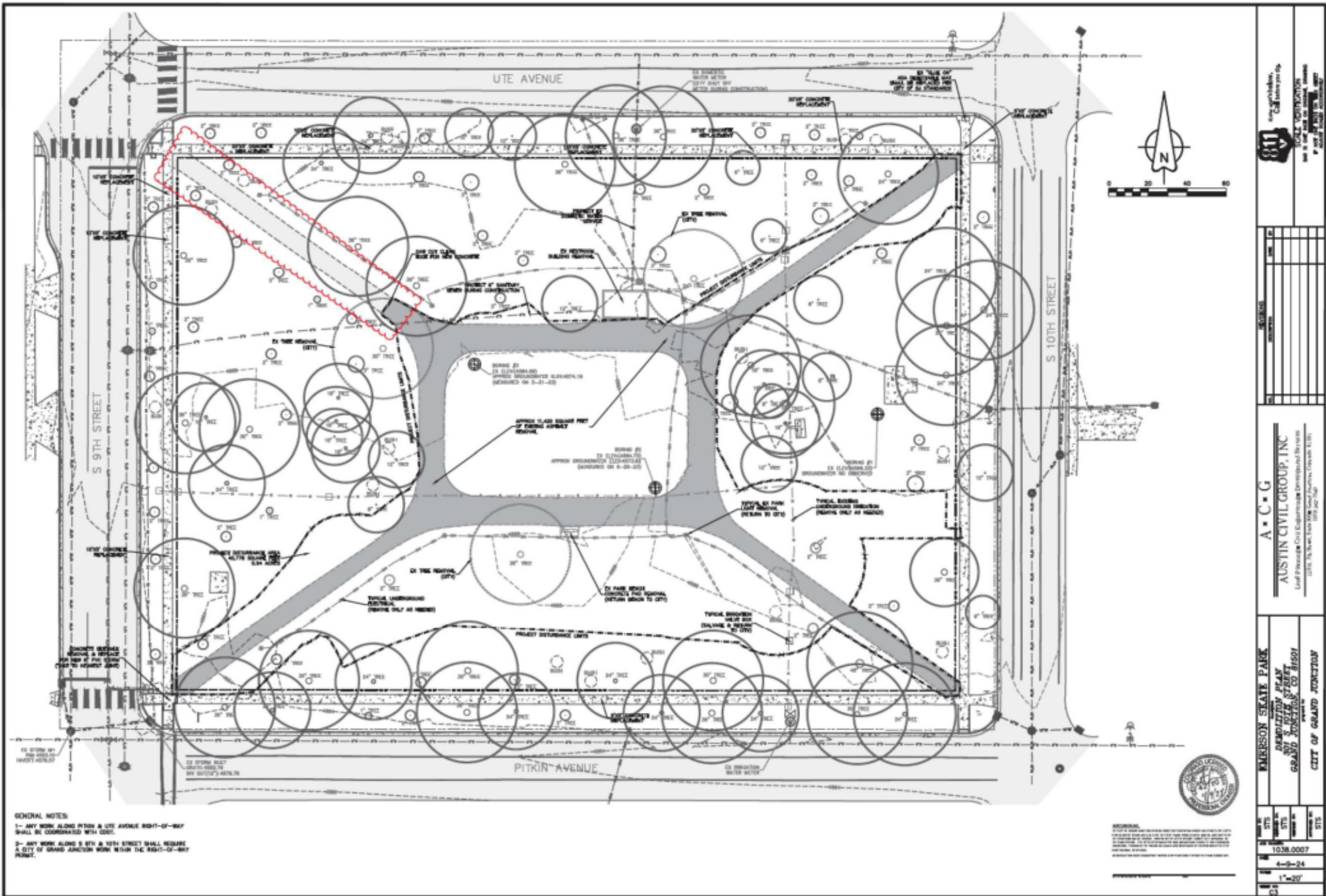
560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request 11 Price Breakdown Continuation Sheet

Description: Additional Sidewalk Replacement

Description	Labor	Material	Equipment	Subcontract	Other	Price
Temp Protection	\$296.00	\$157.96				\$453.96
Civil: Re-Mobilization				\$1,500.00		\$1,500.00
Civil: Demo & Export				\$2,275.00		\$2,275.00
Civil: Sidewalk Prep				\$3,386.25		\$3,386.25
QC Testing Allowance				\$1,055.00		\$1,055.00
Concrete: Form, Place & Finish Sidewalks				\$12,170.55		\$12,170.55
Traffic Control: Road Closure 9th Street				\$3,185.00		\$3,185.00
Irrigation/Landscaping Repair Allowance				\$1,016.50		\$1,016.50

Subtotal: \$25,042.26



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2-in x 8-in x 8-ft Douglas Fir Kiln-dried Lumber

Product #12214
Model #67144

 Details

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 +
\$11.26/ea

Pickup

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Item #12214
Model #67144

 Details

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—

4

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\$22.60/ea

Pickup

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Next-Day Delivery ⓘ
- ☐ Get it by Sat, Oct 19
Scheduled Delivery ⓘ

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Item Subtotal (10)	\$157.96
Estimated Tax	Calculated In Checkout
Promo Code	
Estimated Total	\$157.96

Start Secure Checkout

Or



Points (Estimated)

736

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About Lowe's





Roop Excavating LLC.

P.O. Box 655 Paonia, CO 81428
(970) 234-0897
roopexcavating@hotmail.com

CLIENT

ATTN: Amanda Decker
M: (970) 245-9343
adecker@fordconstruction.org
560 25 Rd. Grand Junction, CO 81505

DESCRIPTION OF WORK

Mobilization

-Mobilize needed equipment to job location.

Site Preparation

- Demolish and dispose of designated onsite concrete and asphalt.
- Import, moisturize, place, and compact structural fill for concrete prep.

TERMS & CONDITIONS

This quote does not include services, parts, or materials other than what is listed in this quote. Any additional or unplanned materials, parts or services will incur a change order for additional charges.

An interest charge of 1% will be applied to all invoices that are unpaid after 30 days following invoice.

This quote is valid for 14 days and is subject to change, based on rising supplies costs.

There will be a fuel surcharge of 3% on all equipment and trucking for every \$0.20 that fuel rises from when this quote is dated.

By signing this document you are agreeing to pay Roop Excavating LLC for all services rendered at the prices that are quoted.

Please note that this quote does not include the cost of concrete, street closures, dump fees, or materials needed to protect access and other onsite structures.

WORK SITE LOCATION

Project Expansion – NW Sidewalk
Emerson Skate Park
301 South 10th Street
Grand Junction, CO 81501

EXCAVATION QUOTE

DATE OF QUOTE	VALID UNTIL	QUOTE NUMBER
10/15/2024	10/29/2024	2186
DOWN PAYMENT (25%)	PAYMENT DUE BY	CURRENT FUEL PRICE
--	Due Upon Receipt	\$3.99

	QTY.	UNIT	UNIT \$	TOTAL \$
Mobilization Fee				
Mobilization	1	LS	\$1,500.00	\$1,500.00
Subtotal:				\$1,500.00
Site Preparation				
Demolition & Export	1	LS	\$2,275.00	\$2,275.00
Sidewalk Prep	1	LS	\$3,386.25	\$3,386.25
Subtotal:				\$5,661.25
TOTAL:				\$7,161.25

THANK YOU!

For questions concerning this quote, please contact us:

(970) 234-0897
roopexcavating@hotmail.com

From: [Wes Thomas](#)
To: [Amanda Decker](#)
Cc: [Miriam Macias](#)
Subject: RE: Emerson Sidewalk Scope
Date: Monday, October 14, 2024 3:47:17 PM

Thanks for the email! Only thing I would change is accelerator is \$7.50%/CY.

Thanks,

Wes Thomas

Project Manager, Civil Division

Mays Concrete, Inc.

P.O. Box 4150

Grand Junction, CO 81502

(970)243-5669 fax (970)245-2661

e-mail: wthomas@maysconcrete.com

From: Amanda Decker <adecker@fordconstruction.org>

Sent: Monday, October 14, 2024 3:38 PM

To: Wes Thomas <WThomas@maysconcrete.com>

Cc: Miriam Macias <m.macias@fordconstruction.org>

Subject: RE: Emerson Sidewalk Scope

Wes Thomas, Mays Concrete, returned Amanda's call at 3:21

.....

Discussed increasing project sidewalk replacement scope of work at Emerson.

Mays does not complete site demo/prep.

Wes, pulled the project file and for this project Mays is at

- 6-inch sidewalk \$8.65/SF
- No additional re-mob at this phase of the project
- Whitewater starts hot water on Nov 1st, and is an additional \$6.50/cy
- Accelerator (below 40 degrees) and is an additional \$7.50/%
- 35 degrees or below, blankets \$37.00/hr

Schedule is busy between now and Nov 1st, although Mays is scheduled for the 28th to be at Emerson. If we can get the site prepped, Wes anticipates/estimated two (2) day for work form/place/finish.

Amanda is to take measurements and provide a marked-up site plan for Wes, of the additional scope.

Amanda S. Decker

President

Ford Construction Company Inc.

560 25 Rd, Grand Junction, CO 81505



526 Perkins Court
Grand Junction, CO 81504
Office: 970-257-7400

Estimate

Name / Address
FORD CONSTRUCTION 560 25 ROAD GRAND JUNCTION, CO 81505

Date	Estimate #
10/15/2024	2156

	P.O. No.	Terms	Job Name:
		Net 30	1855 Emerson Park
Description	Qty	Rate	Total
Estimate for TCS Traffic Control Plan dated 10/15/24-FULL ROAD CLOSURE ON S. 9TH ST. Estimated Project Duration: 5 days			
Traffic Control Plan	1	120.00	120.00
Road Closure with Detour	1	1,965.00	1,965.00
Includes mobilization, set-up, signs, cones, and tear-down			
Additional items needed:			
Type III Barricade, price per day (2 barricades x 5 days=10)	10	6.00	60.00
Drums/Barrels, price per day (8 barrels x 5 days = 40)	40	6.00	240.00
Traffic Control Daily Inspection (set-up day not needed)	4	200.00	800.00
This estimate is good for 30 days. One full day will be billed if cancellation is not received 24 hours in advance of job start date. We look forward to working with you!			
		Total	\$3,185.00



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

Irrigation/Landscape Allowance
 Area of Work: 7,300 SF
 Estimated Reseeding: 30%
 Anticipated Re-Seeding: 2,190 SF

2,190 SF x \$0.35 = \$766.50

PROPOSAL

Project: Emerson Park
To: Ford Construction
Attn: Amanda Decker
Date: May 7, 2024

Irrigation Repair: \$250.00

Total: \$1,016.50

Clarke & Co., Inc. provides the following proposal for landscape and irrigation at the Emerson Park property in Grand Junction, CO. Proposal is based on plan sheets by KAART dated 4-9-2024. Please see exclusions and exceptions listed below, proposal is as follows and is limited to items listed only:

SUMMARY:	Unit	Qty	Unit Price	Total Price
Deciduous Trees	EA	3	\$ 445.00	\$ 1,335.00
Deciduous Shrubs	EA	49	\$ 66.00	\$ 3,234.00
Evergreen Shrubs	EA	3	\$ 72.00	\$ 216.00
Groundcovers/Perennials	EA	44	\$ 27.00	\$ 1,188.00
Ornamental Grasses	EA	63	\$ 29.00	\$ 1,827.00
Hydro seeded Turf grass	SF	13921	\$ 0.35	\$ 4,872.35
Soil Amendment	SF	20521	\$ 0.55	\$ 11,286.55
harvest brown wood Mulch 3"	SF	6509	\$ 0.75	\$ 4,881.75
Rock Mluch 1-1/2" Tan Granite	CY	6600	\$ 0.95	\$ 6,270.00
Concrete Mowstrip	LF	860	\$ 7.50	\$ 6,450.00
Boulder (no size specified)	EA	15	\$ 210.00	\$ 3,150.00
Irrigation System	LS	1	\$ 67,410.00	\$ 67,410.00
MOBILIZATION	LS	1	\$ 1,500.00	\$ 1,500.00
TOTAL				\$ 113,620.65

Exceptions and Exclusions:

1. Electrical service to controller by others including mounting the controller and rain sensor.
2. All topsoil installed to grade by others. Clarke will incorporate soil amendment and prepare the soil topically to 6" depth and fine grade.
3. All debris created by others is to be removed by others prior to landscape mobilization.
4. If bond is required please include at a rate of 2.5%.
5. All hardscape including the Mabey walls are by others.
6. Irrigation POC / demo of existing by others.



Emerson - Open CR's

From Amanda Decker <adecker@fordconstruction.org>

Date Tue 10/15/2024 3:01 PM

To Emily Krause <emilyk@gjcity.org>; Ken Sherbenou <kensh@gjcity.org>; Kirsten Armbruster <kirstena@gjcity.org>

Cc Miriam Macias <m.macias@fordconstruction.org>; Tony Woodward <tonyw@fordconstruction.org>

4 attachments (8 MB)

Remaining Project Budget.pdf; RFI 17 Existing Irrigation Water Service Meter.pdf; CR 10 - Add Camera Installation.pdf; CR 11 - Replacement of Sidewalk.pdf;

⚠ **EXTERNAL SENDER** ⚠

Only open links and attachments from known senders. DO NOT provide sensitive information.

Re: 1855-Emerson Skate Park
RFI 17 – Irrigation Box
CR 10 – Add Cameras
CR 11 – Replace Park Sidewalk
Remaining Budget

Team,

Wanted to review the remaining budget with you and provide you options for funds left in the budget. Attached for quick reference is the current schedule of values. Highlighted in yellow are open items that can be utilized for additional change requests.

Item 18 – Export Material: Guarantee excluded export from their excavation to place the site lighting.

Item 21 – Asphalt & Traffic Control: In response to RFI 13 the asphalt does not need to be replaced, only the curb and gutter at the original site access.

Item 29 – Contingency/Winter Protection: Remaining balance

Item 18	\$ 4,062.00
Item 21	\$ 12,647.00
Item 29	\$ 9,727.83
Total	\$ 26,436.83

Anticipated cost impacts

1. RFI 17 – Existing Irrigation Water Service Meter
2. CR 10 – Add Cameras
3. CR 11 – Replace Sidewalk

RFI 17*	\$ 850.00
CR 10	\$ 10,053.35
CR 11	\$ 29,669.03
Total	\$ 40,572.38

*The estimated value of \$850.00 for RFI 17, is just an estimated guess. We are pending response to RFI 17 and quote from Clarke & Co.

We are looking forward to reviewing this with you during today's OAC meeting.

Respectfully,

Amanda S. Decker
President
Ford Construction Company Inc.
560 25 Rd, Grand Junction, CO 81505
Office (970) 245-9343
Fax (970) 245-5090
adecker@fordconstruction.org
www.fordconstruction.org

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CONTINUATION SHEET

Page 2 of 3 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1855-10

PROJECT:

APPLICATION DATE:

Design Build Emerson Skate Park

PERIOD TO:

301 South, 10th Street

ARCHITECT'S PROJECT NO: RFP-5311-23-DD

Grand Junction CO 81501

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	DESIGN & PROJECT FEE								
2	Contractors Fee	344,312.00	305,764.60			305,764.60	89%	38,547.40	15,288.23
3	P&P Bond	33,566.00	33,566.00			33,566.00	100%		1,678.30
4	ACG Design Fee	34,775.00	23,182.02			23,182.02	67%	11,592.98	1,159.10
5	Team Pain Design Fee	126,342.00	123,342.00			123,342.00	98%	3,000.00	6,167.10
6	Ford Construction Pre-Construction Fee	21,252.00	21,252.00			21,252.00	100%		1,062.60
7	PERMITTING & CONSTRUCTION								
8	Permitting - SWP, Gamma & Bldg Permit	231.00	231.00			231.00	100%		11.55
9	General Conditions/Construction Services	172,494.62	135,272.31			135,272.31	78%	37,222.31	6,763.62
10	QC Testing - Allowance	16,100.00	6,481.53			6,481.53	40%	9,618.47	324.08
11	Remove Asphalt, Curb & Gutter, & Sidewalk	30,201.00	30,201.00			30,201.00	100%		1,510.05
12	Remove Building	7,000.00	7,000.00			7,000.00	100%		350.00
13	Remove Playground Equipment	12,400.00	12,400.00			12,400.00	100%		620.00
14	Civil Contractor - Mobilization	7,000.00	7,000.00			7,000.00	100%		350.00
15	Site Erosion Control & Tree Protection	21,699.00	21,699.00			21,699.00	100%		1,084.95
16	Clear & Grub, Rough Grading	27,656.00	27,656.00			27,656.00	100%		1,382.80
17	Subgrade Compaction	39,100.00	39,100.00			39,100.00	100%		1,955.00
18	Export of Material	4,062.00						4,062.00	
19	Import of Material	18,725.00	18,725.00			18,725.00	100%		936.25
20	Underground Utilities	49,296.00	46,736.21			46,736.21	95%	2,559.79	2,336.81
21	Asphalt & Traffic Control/Permit	19,607.00	2,052.50		4,907.50	6,960.00	35%	12,647.00	348.00
22	Landscaping Allowance	91,000.00						91,000.00	
23	Concrete Contractor - Mobilization	650.00	650.00			650.00	100%		32.50
24	Concrete Curb & Gutter	1,169.00						1,169.00	
25	Concrete Sidewalk/Amenities Pads	90,663.00	87,615.85			87,615.85	97%	3,047.15	4,380.79
26	Concrete ADA Ramp	2,035.00	2,035.00			2,035.00	100%		101.75
27	Seatwalls w/Pre Cast Caps	99,523.00	87,542.80			87,542.80	88%	11,980.20	4,377.14
28	Contingency/Winter Protection/Heat	9,727.83						9,727.83	
	SUBTOTALS PAGE 2	1,280,586.45	1,039,504.82		4,907.50	1,044,412.32	82%	236,174.13	52,220.62

CONTINUATION SHEET

Page 3 of 3 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1855-10

PROJECT:

APPLICATION DATE:

Design Build Emerson Skate Park

PERIOD TO:

301 South, 10th Street

ARCHITECT'S PROJECT NO: RFP-5311-23-DD

Grand Junction CO 81501

A	B	C	D	E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage
			From Previous Application (D + E)	This Period					
29	Portable Bathroom Enclosure	5,000.00	2,779.40			2,779.40	56%	2,220.60	138.97
30	Dog Waste Station	1,111.00	611.00			611.00	55%	500.00	30.55
31	Waste Receptacle	7,563.00	7,163.00			7,163.00	95%	400.00	358.15
32	Recycle Receptacle	3,781.00	3,531.00			3,531.00	93%	250.00	176.55
33	Outside Bench	5,880.00	4,380.00			4,380.00	74%	1,500.00	219.00
34	Water Drinking Fountain/Bottle Filler	6,615.00	2,815.00			2,815.00	43%	3,800.00	140.75
35	Bike Rack	2,582.00	2,417.00			2,417.00	94%	165.00	120.85
36	Site Electrical - Musco	82,000.00	82,000.00			82,000.00	100%		4,100.00
37	Site Electrical - Berwick (Includes Additional Site Elect)	192,695.00	160,000.00			160,000.00	83%	32,695.00	8,000.00
38	Additional Site Electrical - Pending Breakout from Brewick								
39	Removable Bollard	16,697.79	16,457.79			16,457.79	99%	240.00	822.89
40	Skate Park - Fine Grading	237,472.00	237,472.00			237,472.00	100%		11,873.60
41	Skate Park - Forming Materials	356,291.00	356,291.00			356,291.00	100%		17,814.55
42	Skate Park - Rebar	142,484.00	142,484.00			142,484.00	100%		7,124.20
43	Skate Park - Concrete	344,254.00	344,254.00			344,254.00	100%		17,212.70
44	Skate Park - Metal/Welding Work	106,863.00	106,863.00			106,863.00	100%		5,343.15
45	Skate Park - Concrete Testing	5,000.00	5,000.00			5,000.00	100%		250.00
46	Skate Park - Travel/Housing	80,000.00	80,000.00			80,000.00	100%		4,000.00
47	Skate Park - Stamped Concrete	30,000.00	30,000.00			30,000.00	100%		1,500.00
48	CO 1 - Landscaping Allowance Adjustment	24,752.93						24,752.93	
49	CO 1 - Landscaping Maintenance	23,293.60	12,955.08			12,955.08	56%	10,338.52	647.75
50	CO 1 - Lockable Irrigation Controller Cabinet	822.12						822.12	
51	CO 2 - Landscaping Topsoil	6,397.70	4,400.00			4,400.00	69%	1,997.70	220.00
52	CO 3 - Landscape Design Changes	3,543.63	316.25			316.25	9%	3,227.38	15.81
53									
54									
55									
56									
	SUBTOTALS PAGE 3	2,965,685.22	2,641,694.34		4,907.50	2,646,601.84	89%	319,083.38	132,330.09

CHANGE ORDER
Number 5

Date: November 12, 2024
To: Ford Construction Company, Inc.
From: City of Grand Junction, Department of Engineering & Transportation
Project: Design Build Emerson Skate Park
P.O.: 2024-00000004

It is agreed to modify the Contract for the Project as follows:
This change order is a no-cost CO to allow the Landscape and Masonry contractor to complete their work outside of the winter weather. 182 days are added to the contract.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$2,906,875.24
Approved Change Orders	72,945.53
This Change Order	0.00
Revised Contract Amount	\$2,979,820.77

Summary of Contract time adjustments:

Original Contract Time	365.	Cal. Days
Approved Change Orders	0.	
This Change Order	182.	
Revised Contract Time	547.	Cal. Days

Construction Start Date: January 1, 2024
Contract Completion Date: June 30, 2025

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**
Signed by: Kirsten Armbruster Date: 11/13/2024
Prepared by: Kirsten Armbruster
80EF8BEDD468483...
Kirsten Armbruster, Project Engineer
Approved by: Kirsten Armbruster Date: 11/13/2024
80EF8BEDD468483...
Kirsten Armbruster, Project Engineer

Contractor: **Ford Construction Company, Inc.**
DocuSigned by: Amanda Decker Date: 11/13/2024
Signature: Amanda Decker
Name and Title: Amanda Decker Amanda S Decker, President

Design Build Emerson Skate Park – City P.O. No. 2024-00000004
Change Order No. 5

November 12, 2024

Item No.	CDOT, City Ref.	Description	Current Contract [1,2, 3, 4]				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	365	Cal. Days	---	---	547	Cal. Days	---	---	182
1		Mesa County Building Permit - Demo Permit	1.	\$	\$ 231.00	\$ 231.00	1	\$	\$ 231.00	\$ 231.00	
2		Grand Junction Planning - Planning Clearance	1.	\$			1	\$			
3		Grand Junction Planning - Fire Clearance	1.	\$			1	\$			
4		Stormwater Permits (County & State)	1.	\$			1	\$			
5		General Conditions	1.	\$	\$ 172,494.62	\$ 172,494.62	1	\$	\$ 172,494.62	\$ 172,494.62	
6		QC Testing	1.	\$	\$ 16,100.00	\$ 16,100.00	1	\$	\$ 16,100.00	\$ 16,100.00	
7		Remove Asphalt, Curb & Gutter & Sidewalk	1.	\$	\$ 30,201.00	\$ 30,201.00	1	\$	\$ 30,201.00	\$ 30,201.00	
8		Remove Building	1.	\$	\$ 7,000.00	\$ 7,000.00	1	\$	\$ 7,000.00	\$ 7,000.00	
9		Remove Playground Equipment	1.	\$	\$ 12,400.00	\$ 12,400.00	1	\$	\$ 12,400.00	\$ 12,400.00	
10		Civil Contractor - Mobilization	1.	\$	\$ 7,000.00	\$ 7,000.00	1	\$	\$ 7,000.00	\$ 7,000.00	
11		Site Erosion Control & Tree Protection	1.	\$	\$ 21,699.00	\$ 21,699.00	1	\$	\$ 21,699.00	\$ 21,699.00	
12		Clear & Grub, Rough Grading	1.	\$	\$ 27,656.00	\$ 27,656.00	1	\$	\$ 27,656.00	\$ 27,656.00	
13		Subgrade Compaction	1.	\$	\$ 39,100.00	\$ 39,100.00	1	\$	\$ 39,100.00	\$ 39,100.00	
14 [4]		Export of Material							\$ 4,062.00		
15		Import of Material	1.	\$	\$ 18,725.00	\$ 18,725.00	1	\$	\$ 18,725.00	\$ 18,725.00	
16		Underground Utilities	1.	\$	\$ 49,296.00	\$ 49,296.00	1	\$	\$ 49,296.00	\$ 49,296.00	
17 [4]		Asphalt & Traffic Control/Permit	0.35	\$	\$ 19,607.00	\$ 6,960.00	0.3549753	\$	\$ 19,607.00	\$ 6,960.00	
18		Tree Trimming	1.	\$			1	\$			
19		Landscaping	1.	\$	\$ 91,000.00	\$ 91,000.00	1	\$	\$ 91,000.00	\$ 91,000.00	
20		Concrete Contractor - Mobilization	1.	\$	\$ 650.00	\$ 650.00	1	\$	\$ 650.00	\$ 650.00	
21		Concrete Curb & Gutter	1.	\$	\$ 1,169.00	\$ 1,169.00	1	\$	\$ 1,169.00	\$ 1,169.00	
22		Concrete Sidewalk/Bike Paths	1.	\$	\$ 90,663.00	\$ 90,663.00	1	\$	\$ 90,663.00	\$ 90,663.00	
23		Concrete ADA Ramp	1.	\$	\$ 2,035.00	\$ 2,035.00	1	\$	\$ 2,035.00	\$ 2,035.00	
24		Seatwalls w/Precast Caps	1.	\$	\$ 99,523.00	\$ 99,523.00	1	\$	\$ 99,523.00	\$ 99,523.00	
25 [4]		Winter Protection/Heat							\$ 9,727.83		
26		Portable Bathroom Enclosure	1.	\$	\$ 5,000.00	\$ 5,000.00	1	\$	\$ 5,000.00	\$ 5,000.00	
27		Dog Waste Station	1.	\$	\$ 1,111.00	\$ 1,111.00	1	\$	\$ 1,111.00	\$ 1,111.00	
28		Trash Receptacle	1.	\$	\$ 7,563.00	\$ 7,563.00	1	\$	\$ 7,563.00	\$ 7,563.00	
29		Recycle Receptacle	1.	\$	\$ 3,781.00	\$ 3,781.00	1	\$	\$ 3,781.00	\$ 3,781.00	
30		Outside Bench	1.	\$	\$ 5,880.00	\$ 5,880.00	1	\$	\$ 5,880.00	\$ 5,880.00	
31		Water Drinking Fountain/Bottle Filler	1.	\$	\$ 6,615.00	\$ 6,615.00	1	\$	\$ 6,615.00	\$ 6,615.00	

Design Build Emerson Skate Park – City P.O. No. 2024-00000004
Change Order No. 5

November 12, 2024

Item No.	CDOT, City Ref.	Description	Current Contract [1,2, 3, 4]				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period	365	Cal. Days	---	---	547	Cal. Days	---	---	182
32		Bike Rack	1.	\$	\$ 2,582.00	\$ 2,582.00	1	\$	\$ 2,582.00	\$ 2,582.00	
33		Site Electrical - Musco	1.	\$	\$ 82,000.00	\$ 82,000.00	1	\$	\$ 82,000.00	\$ 82,000.00	
34		Fine Grading	1.	\$	\$ 237,472.00	\$ 237,472.00	1	\$	\$ 237,472.00	\$ 237,472.00	
35		Forming Materials	1.	\$	\$ 356,291.00	\$ 356,291.00	1	\$	\$ 356,291.00	\$ 356,291.00	
36		Rebar	1.	\$	\$ 142,484.00	\$ 142,484.00	1	\$	\$ 142,484.00	\$ 142,484.00	
37		Concrete	1.	\$	\$ 344,254.00	\$ 344,254.00	1	\$	\$ 344,254.00	\$ 344,254.00	
38		Metal/Welding Work	1.	\$	\$ 106,863.00	\$ 106,863.00	1	\$	\$ 106,863.00	\$ 106,863.00	
39		Concrete Testing	1.	\$	\$ 5,000.00	\$ 5,000.00	1	\$	\$ 5,000.00	\$ 5,000.00	
40		Travel/Housing	1.	\$	\$ 80,000.00	\$ 80,000.00	1	\$	\$ 80,000.00	\$ 80,000.00	
41		Design & Project Fee	1.	\$	\$ 560,247.00	\$ 560,247.00	1	\$	\$ 560,247.00	\$ 560,247.00	
42		Removable Bollard	1.	\$	\$ 16,697.79	\$ 16,697.79	1	\$	\$ 16,697.79	\$ 16,697.79	
43		Stamped Concrete	1.	\$	\$ 30,000.00	\$ 30,000.00	1	\$	\$ 30,000.00	\$ 30,000.00	
44		Site Electrical - Berwick	1.	\$	\$ 192,695.00	\$ 192,695.00	1	\$	\$ 192,695.00	\$ 192,695.00	
45 [1]		Landscaping / Irrigation Overage	1.	\$	\$ 24,752.93	\$ 24,752.93	1	\$	\$ 24,752.93	\$ 24,752.93	
46 [1]		Landscaping Maintenance during Construction	1.	\$	\$ 23,293.60	\$ 23,293.60	1	\$	\$ 23,293.60	\$ 23,293.60	
47 [1]		Lockable Irrigation Control Cabinet	1.	\$	\$ 822.12	\$ 822.12	1	\$	\$ 822.12	\$ 822.12	
48 [2]		Landscaping Topsoil	1.	\$	\$ 6,397.70	\$ 6,397.70	1	\$	\$ 6,397.70	\$ 6,397.70	
49 [3]		Irrigation and Landscaping Revisions	1.	\$	\$ 3,543.63	\$ 3,543.63	1	\$	\$ 3,543.63	\$ 3,543.63	
50 [4]		Install Security Cameras (Cameras Supplied by City PD) (CR 10)	1.	\$	\$ 10,053.35	\$ 10,053.35	1	\$	\$ 10,053.35	\$ 10,053.35	
51 [4]		Remove Asphalt Sidewalk in NE quadrant of Park and install new Concrete Sidewalk to match area of existing asphalt (CR 11)	1.	\$	\$ 29,669.03	\$ 29,669.03	1	\$	\$ 29,669.03	\$ 29,669.03	
MCR [Minor Contract Revisions	---	---	\$ 850.00	\$ 850.00	---	---	\$ 850.00	\$ 850.00	\$ 0.00
		SUBTOTAL:				\$ 2,979,820.77				\$ 2,979,820.77	\$ -
DISC		Prompt Payment Discount	0.0%			\$ -				\$ -	\$ 0.00
		TOTALS:				\$ 2,979,820.77				\$ 2,979,820.77	\$ -

[x] - See
Change
Order
No. "x"



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request

To: City of Grand Junction
250 N 5th Street
Grand Junction, CO 81501
Ph: (970)244-1521 Fax: (970)256-4090

Number: 14
Date: 11/12/2024
Job: 1855 1855-Emerson Skate Park
Phone:

Description: No Cost Project Extension - Landscaping Spring 2025

We are pleased to offer the following specifications and pricing to make the following changes:

The following Change Request has been prepared to change the project completion date to allow for landscaping in Spring 2025.

Due to weather, portions of the landscaping scope was delayed and will be completed next calendar year. Remaining landscaping scope items to be identified during sitewalk on Thursday November 14, 2024.

Current project completion is December 31, 2024. An additional 181 days are required.

This is a no cost change, to extend the project completion date to June 30, 2025.

The total direct cost to perform this work is	\$0.00
(Please refer to attached sheet for details.)	
Builders Risk Insurance	\$0.00
Overhead	\$0.00
Profit	\$0.00
Bond	\$0.00
Total:	\$0.00

Please note that Ford Construction Company Inc will require an extra 181 calendar days.

If you have any questions, please contact me at 970-245-9343.

Submitted by: Ford Construction Company, Inc

Approved by: _____
Date: _____



FORD CONSTRUCTION COMPANY, INC.

560 25 Road
Grand Junction, CO 81505-1302
Ph : (970) 245-9343

Change Request Price Breakdown
Continuation Sheet

Description:

--

Subtotal:

Days Calculator: Days Between Two Dates

How many days, months, and years are there between two dates?

Count Days Add Days Workdays Add Workdays Weekday Week No

From and including: **Tuesday, December 31, 2024**
To, but **not** including **Monday, June 30, 2025**

Result: 181 days

It is **181** days from the start date to the end date, but not including the end date.
Or **5 months, 30 days** excluding the end date.

This calculator ignores [DST](#) clock changes. To include them, use our [World Time and Date Calculator](#) and enter your location as the start and end location.

Alternative time units

- 181 days can be converted to one of these units:
- 15,638,400 seconds
 - 260,640 minutes
 - 4344 hours
 - 181 days
 - 25 weeks and 6 days
 - 49.59% of a common year (365 days)

December 2024						
1 day included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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
29	30	31				

January 2025						
31 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			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	29	30	31	

February 2025–May 2025						
February 2025: 28 days included						
March 2025: 31 days included						
April 2025: 30 days included						
May 2025: 31 days included						

June 2025						
29 days included						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
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
29	30					

☐ = First day included (Dec 31, 2024) ☐ = Last day included (Jun 29, 2025)

Make a New Calculation

- Make adjustment and calculate again
- Start again with a new calculation between two other dates
- New calculation, with both date and time included



Time & Date Calculator App for iOS

See how long remains before a deadline or exactly when those 30 days are up.



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this **21st day of December 2023** by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Ford Construction Company, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Design Build Emerson Skate Park RFP-5311-23-DD**.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Negotiated Proposal
- Solicitation Documents for the Project including Addendum; **Design Build Emerson Skate Park RFP-5311-23-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

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

ARTICLE 3

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

ARTICLE 4

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

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, **the Negotiated Lump Sum Amount of Two Million, Nine Hundred, Six Thousand, Eight Hundred, Seventy-Five and 24/100 Dollars (\$2,906,875.24)**. 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

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

ARTICLE 7

Contract Binding: 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

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

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the 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.
9F786E7D50F14BC...
Duane Hoff, Jr. Contracts Administrator

12/22/2023

Date

Ford Construction Company, Inc.

DocuSigned by:
By: Amanda Decker
70359446883C4EE...
Amanda Decker, President

12/22/2023

Date

SECTION 7.0: SOLICITATION RESPONSE FORM**RFP-5311-23-DD****"Design Build Emerson Skate Park"***Offeror must submit the entire Form completed, dated, and signed.***1) Cost Plus a Fixed Fee with a Guaranteed Maximum Price:****Fixed Fee \$** 560,247.00**WRITTEN:** Five Hundred Sixty Thousand Two Hundred Forty Seven Dollars and 00/100 dollars.**Guaranteed Maximum Price (fixed fee shall be included in GMP) \$** 2,906,875.24**WRITTEN:** Two Million Nine Hundred Six Thousand Eight Hundred Seventy Five Dollars and 24/100 dollars.

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

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

This offer is 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.

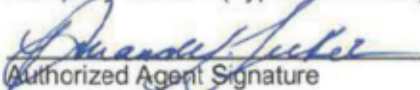
Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- 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 they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 1 & 2

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

Ford Construction Company, Inc.
Company Name – (Typed or Printed)


Authorized Agent Signature

560 25 Road
Address of Offeror

Grand Junction CO 81505
City, State, and Zip Code

Amanda S Decker, President
Authorized Agent – (Typed or Printed)

970-245-9343
Phone Number

adecker@fordconstruction.org
E-mail Address of Agent

Dec 4, 2023
Date

Incorporating Post Bid Review & Narrative, Dated December 1, 2023 (Alternates 1-7)



Ford Construction Company, Inc.
 560 25 Road
 Grand Junction, CO 81505
 Phone: (970) 245-9343

ALTERNATE DEDUCTS

The following values are approximate and subject to change as the project design develops.

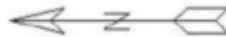
Alternate 1: Deduct - Site Topo/Boundary Survey

City of Grand Junction obtains the site topo/boundary survey direct. The surveyor has estimated it will take approximately two-weeks to complete the survey. If the City proceeds with the survey prior to NTP for the project, it will allow the design team to start on the drawings sooner.

Alternate 2: Deduct - Eliminate Site Parking Changes

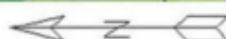
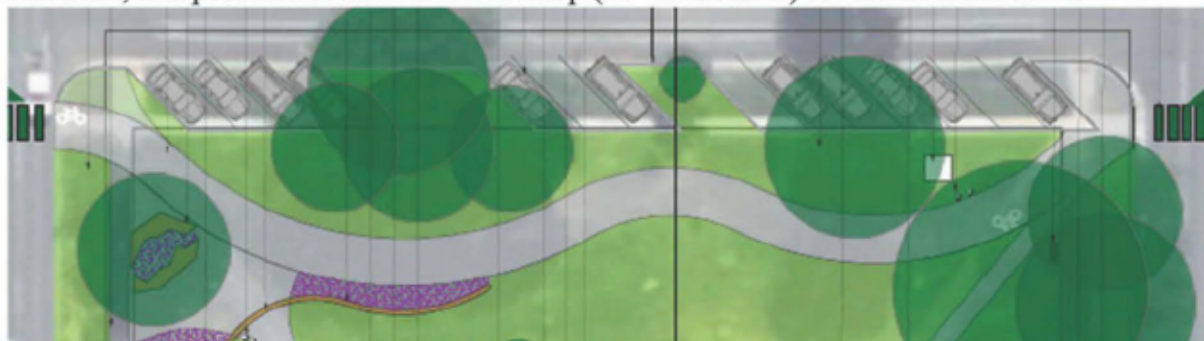
Eliminate rework of site parking in its entirety. Existing curb and gutter to remain as is, and associated ADA sidewalk ramps.

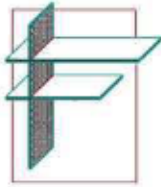
Please note: Sitework and Concrete crews will be utilizing S. 10th for staging and site access. An allowance will need to remain in the project cost estimate for replacement of damaged curb/gutter and asphalt.



Alternate 3: Deduct - Eliminate Bike Path Changes Along S. 10th

Eliminate the proposed Bike Path. Existing sidewalk and associated ADA sidewalk ramps are to remain as is. Initial RFP included 15,146 SF of sidewalk/bike path. Alternate 3 includes the adjustment to remove the bike path from the budget. Please see the site layout on the next page. Please note: Sitework and Concrete crews will be utilizing S. 10th for staging and site access. An allowance will need to remain in the project cost estimate for replacement of damaged sidewalk, and potential rework of ADA ramp (11th and Pitkin) for storm drain tie-in.




Ford Construction Company, Inc.

560 25 Road
Grand Junction, CO 81505
Phone: (970) 245-9343

ALTERNATE DEDUCTS
Alternate 4: Deduct - Tree Trimming

Remove from the contractor's scope of work, trimming of historical trees, and associated traffic control. Work to be completed by the City, prior to construction.

Alternate 5: Deduct - Musco Lighting

This Alternate Deduct, is subject to meeting with the City of Grand Junction, Design Team, and Musco Lighting, if the site can be properly lit with 3 light poles, in lieu of 4 light poles included in their proposal. Due to the nature of this alternate deduct, it is set as an allowance item. Once the final lighting design is approved by the City, it will be requoted, and the allowance item will be adjusted the difference.

Alternate 6: Add – Additional Landscape Irrigation System

Add alternate includes an additional allowance to completely replace the existing/original irrigation system. This is set as an allowance item to allow the design team to work with the City to review the existing system, and for the landscape design to be completed.

Alternate 7: Add – Winter Protection Allowance

The proposed change to the project's start date increases the chance for the need of winter protection/heat. We have adjusted our proposal to include an allowance for winter projection that will be utilized only if required.

Contingency - Although our proposal does not include a contingency, we recommend the City to include a contingency fund for unforeseen conditions and design changes.


Proposed Site Layout

Initial RFP proposal included 15,145 SF sidewalk/bike path.

Yellow: Proposed Sidewalk (10,806 SF)

Green: Eliminate Bike Path (4,339 SF)

Red: Reduced Sidewalk



**Request for Proposal
RFP-5311-23-DD
Design Build Emerson Skate Park**

RESPONSES DUE:
November 15, 2023, Prior to 2:00pm MDT

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

www.bidnetdirect.com/colorado

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

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

PURCHASING AGENT:
Dolly Daniels, Senior Buyer
dollyd@gjcity.org
970-256-4048

REQUEST FOR PROPOSAL

TABLE OF CONTENTS

Section

1.0 Administrative Information and Conditions for Submittal

2.0 General Contract Terms and Conditions

3.0 Insurance Requirements

4.0 Specifications/Scope of Services

5.0 Preparation and Submittal of Proposals

6.0 Evaluation Criteria and Factors

7.0 Solicitation Response Form

Appendices (Click on Links Noted in Section 4.5)

Attachment A: Emerson Park Master Plan

Attachment B: Emerson Park Utilities (1)

Attachment C: Emerson Park Utilities (2)

Attachment D: Emerson Park Irrigation

Attachment E: Community Feedback

Attachment F: Final GJ Skate Park Report w/ Geotechnical Report

REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

NOTE: It is the Offeror'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 A.D.A. Document Compliance Requirements:** All Work documents, and/or bid/proposal documents submitted, as a result of this solicitation must comply with all applicable provisions of §§24-85-101, C.R.S., et seq., and the accessibility Standards for individuals with a Disability, as established by the Office of Information Technology according to Section §24-85-103 (2.5), C.R.S. and 3) all State of Colorado technology standards related to technology accessibility and with Level A.A. of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 1.2 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction (the "City"). 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.

- 1.3 Purpose:** The purpose of this Request for Proposal (RFP) is to obtain proposals from qualified and professional firms specializing in the design and construction of modern wheel/skate park facilities designed for community use. The Project will finalize the Design of the skate park already begun in 2023 and Build the skate park in Emerson Park in 2024. The Skate Park is required to be completed no later than December 31, 2024. All dimensions and Scope of Work shall be verified by Offerors prior to submission of proposals.
- 1.4 Optional Pre-Bid Site Visit Meeting:** Interested Offerors are strongly encouraged to attend a site visit meeting. The purpose of the site visit meeting will be to inspect the site and to clarify the contents of this Request for Proposal (RFP). The site visit meeting shall take place on November 3, 2023, at 10:00 AM – 11:00 AM at Emerson Park, 301 South. 10th Street, Grand Junction, Co 81501. Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.
- 1.5 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation as "Owner". The term "Owner" means the Owner or its authorized representative.

- 1.6 Compliance:** All participating Offerors, by its signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror shall secure instructions from the Purchasing Agent prior to the date and time of the submittal deadline shown in this RFP.
- 1.7 Procurement Process:** The most current version of the [City of Grand Junction Purchasing Manual](#) .
- 1.8 Submission:** See section 5.0 of this Solicitation for Preparation and Submittal Terms. For proper evaluation, proposals shall be formatted as directed in Section 5. Proposals that fail to follow the format may be found non-responsive. To participate in the solicitation opening, please utilize the following information and link:

Proposal Opening for Design Build Emerson Skate Park RFP-5311-23-DD
Nov 15, 2023, 2:00 – 2:30 PM (America/Denver)

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

<https://meet.goto.com/540763077>

You can also dial in using your phone.

Access Code:

540-763-077

United States:

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Join from a video-conferencing room or system.

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Dial in or type:

67.217.95.2 or inroomlink.goto.com

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540763077@67.217.95.2 or 67.217.95.2##540763077

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

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- 1.9 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 the submission deadline.
- 1.10 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.
- 1.11 Acceptance of Proposal Content:** The selected proposal shall become a part of the Contract. Failure of the successful Offeror to accept these obligations in the Contract shall result in cancellation of the award and such Offeror shall be removed from future solicitations. When a Contract is executed by and between the Offeror and the City, the Offeror may be referred to as the "Firm".
- 1.12 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 its proposals.

- 1.13 Exceptions and Substitutions:** All proposals meeting the intent of this RFP will 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 substitution(s) or alternative(s). When offering substitution(s) and/or alternative(s), Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible to perform in strict accordance with the Contract.
- 1.14 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 the information confidential or proprietary. Any material to be treated as confidential or proprietary in nature must include a written justification for the request. 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.
- 1.15 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 in the materials marked as "Confidential" or "Proprietary". Disqualification of a proposal does not eliminate the City's rights.
- 1.16 Minimal Standards for Responsible Prospective Offerors:** The Offeror must affirmatively demonstrate its responsibility. A prospective Offeror must meet the following minimum requirements.
- Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance of projects of similar scope and size.
 - 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.
- 1.17 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 to avoid disclosure of process. All proposals shall be opened for public inspection after the Contract is awarded.

- 1.18 Sales Tax:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.19 Public Opening:** Proposals shall be received and publicly opened in a virtual meeting immediately following the proposal deadline. Offerors, its representatives and interested persons may attend. Proposals shall be received and acknowledged only so as to avoid disclosure of process. Only the name(s) and business address of the Offerors will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer which shall be acknowledged by the Offeror on the Letter of Interest or Cover Letter. The Offeror must be legally authorized to execute the Letter of Interest or 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 Firm. By executing the Contract, the Firm 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 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 Firm shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the Work. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Firm observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Firm performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Purchasing Agent, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado (City) and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority

to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Firm, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

- 2.5. Firm:** The Firm is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or its authorized representative. The Firm 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. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Firm shall not commence Work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A Sub-Contractor is a person or organization who has a direct Contract with the Firm to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the Contract, the successful Firm shall furnish to the Owner, in writing for acceptance, a list of the names of the Sub-Contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the Sub-Contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Firm in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Firm may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Firm submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Firm. If, after the award, the Owner refuses to accept any person or organization on such list, the Firm shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Firm has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Supervision and Construction Procedures:** The Firm shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
- 2.9. Warranty:** The Firm warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good

quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. If required by Owner, the Firm shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Firm requesting such repairs or replacement, the Firm 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 Firm's expense. The Firm 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.

- 2.10. Responsibility for those Performing the Work:** The Firm shall be responsible to the Owner for the acts and omissions of all its employees and all other persons performing any of the Work under a Contract with the Firm.
- 2.11. Use of the Site:** The Firm 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.
- 2.12. Cleanup:** The Firm 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 its waste materials and rubbish from and about the project, as well as all its equipment and surplus materials.
- 2.13. Miscellaneous Conditions:** Material Availability: Firms must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the Offeror to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.
- 2.14. Time:** Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Work within the Contract Time set forth in the Contract Documents. The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract or such other date as may be established therein, or as established as entered on the Bid Form. The Date of Substantial Completion of the Work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.15. Performance & Payment Bonds:** After design & construction documents completion, but prior to construction commencement, Firm 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 Firm'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). Firm 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 Firm 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, Firm shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.16. 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, this is related only to the construction portion of the 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.
- 2.17. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Offeror fail or refuse to enter into the Contract within ten Calendar Days from the issuance of the Notice of Award, the City shall be entitled to collect the amount of such Offeror's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Offeror of all claims arising from the City's issuance of the Notice of Award and the Successful Offeror's failure to enter into the Contract and the costs to award the Contract to any other Offeror, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.18. Liquidated Damages for Failure to Meet Project Completion Schedule:** Once a construction schedule is set and agreed upon by both Owner and Firm, as liquidated damages only apply to the construction portion(s) of the project. if the Firm does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Firm shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Firm agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00**, is reasonable and necessary to pay for the actual damages resulting from such a delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: added damages for permit/violations from the State (CDPHE - Colorado Department of Public Health and the Environment) due to project delays, 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 Firm must complete the Work and achieve final completion included under the Bid Schedule in the number of consecutive calendar days after the City gives its written

Notice to Proceed. When the Firm considers the entire Work ready for its intended use, Firm 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 Firm 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 Firm shall fail 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 Firm'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 to the Firm.

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

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

- 2.19. 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. Firm is not entitled to any Contingency/Force Account funds that are not authorized by Owner or Owner's Project Manager.
- 2.20. Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.
- 2.21. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the

Work in accordance with the agreement, without change in the Contract sum or time. The Firm shall carry out such Field Orders promptly.

- 2.22. Progress & Completion:** The Firm shall begin Work on the date of commencement as defined in the Contract and shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract time.
- 2.23. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the 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 the Work is found acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Work performed and materials placed in accordance with the Contract Documents. The Work performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional Firms in the same or similar type of Work in the applicable community. The Work and Services to be performed by the Firm hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.
- 2.24. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the Work, or in consequence of the non-execution thereof by the Firm, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.25. Changes in the Work:** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes to 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 Firm signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 2.26. Claims for Additional Cost or Time:** If the Firm wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Firm before proceeding to execute the Work, except in an emergency endangering life or property in which case the Firm shall proceed in accordance with the regulations on safety. No such claim shall be valid unless so made.

Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.

- 2.27. 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.
- 2.28. Uncovering & Correction of Work:** The Firm shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract documents whether observed before or after substantial completion and whether or not fabricated installed or completed. The Firm shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within two (2) years after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract Documents, the Firm shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Firm a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Firm shall bear the cost of making good all Work of separate Firms destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Firm.
- 2.29. Acceptance Not Waiver:** The Owner's acceptance or approval of any Work furnished hereunder shall not in any way relieve the Firm 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.
- 2.30. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.
- 2.31. Assignment:** The Offeror shall not sell, assign, transfer or convey any Contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.32. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.33. Debarment/Suspension:** The Firm hereby certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.

- 2.34. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Work to be done or information that comes to the attention of the Offeror during the course of performing such Work is to be kept strictly confidential.
- 2.35. Conflict of Interest:** No public official and/or Owner employee shall have interest in any Contract resulting from this RFP.
- 2.36. Contract:** This Request for Proposal submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a Contract equally binding between the Owner and Offeror. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.37. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Work proposed or performed by the Firm. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Work.
- 2.38. Contract Termination:** This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.39. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.39.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.39.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.39.3.** 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.
- 2.40. Affirmative Action:** In executing a Contract with the City, the Firm agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.41. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the Contract employ personnel without authorization or otherwise violate the provisions of the Federal

Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).

- 2.42. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.43. Failure to Deliver:** In the event of failure of the Offeror to deliver the Work in accordance with the Contract terms and conditions, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.
- 2.44. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.45. Force Majeure:** The Firm shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Firm, unless otherwise specified in the Contract.
- 2.46. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.47. Independent Firm:** The Offeror 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 at no time be legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the Contract payments to the Firm, any federal or state unemployment taxes, federal or state income taxes, Social Security Tax, or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. 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.
- 2.49. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner. All drawings, specifications, copies, and information furnished by the Owner are, and shall remain, Owner property.

- 2.50. 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.
- 2.51. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.52. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.53. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.54. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and cannot be charged to the Owner.
- 2.55. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.56. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any Contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.57. 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 the discretion of the Owner Purchasing Agent, accept future proposals for the same service or commodities for participants in such collusion.
- 2.58. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Contract. If the Firm breaches or violates this warranty, the Owner may, at its discretion, terminate this Contract without liability to the Owner.
- 2.59. Safety Warranty:** Offeror warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.

- 2.60. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of the resulting Contract award.
- 2.61. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.62. Default:** The Owner reserves the right to terminate the Contract in the event the Firm fails to meet delivery or completion schedules, or otherwise performs in accordance with the accepted proposal. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.63. Multiple Offers:** If said Offeror chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make an award in the best interest of the Owner.
- 2.64. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant Contract award with the agreement of the successful Offeror and the participating 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.
- 2.65. Definitions:**
- 2.65.1.** "Firm" refers to the person, partnership, firm, or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
 - 2.65.2.** "Offeror" refers to the person or persons legally authorized by the Firm to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
 - 2.65.3.** The term "Work" and/or "Service" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
 - 2.65.4.** "Owner" is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Firm shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Firm's Application for Payment, the Owner will determine

the amounts owing to the Firm and will issue Certificates for Payment in such amounts as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Firm 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 Owner will not be responsible for the acts or omissions of the Firm, and Sub- Firm, or any of its agents or employees, or any other persons performing any of the Work.

2.65.5. "Sub-Contractor" is a person or organization who has a direct Contract with the Firm to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract documents and means a Sub-Contractor or its authorized representative.

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

2.67. Keep Jobs in Colorado Act: Firm 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. Firm 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 Firm claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Firm 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), Firm 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. Firm 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).

"Public Project" is defined as:

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

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, insurance policies sufficient to insure against all liability, claims, demands, and other

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

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

(a) Worker Compensation: Firm shall comply with all State of Colorado Laws, Rules, and Regulations concerning Workers' Compensation insurance coverage.

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

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

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for Contractual and employee acts), blanket Contractual, products, and completed operations. The policy shall contain a severability of interest provision.

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

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

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

(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 and Contract.

(e) Builder's Risk Insurance with minimum combined single limits of:

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

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

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

- 4.1 General/Background:** The purpose of this RFP is to obtain proposals from qualified and professional Firms specializing in the design and installation of a modern skate/wheel park facilities designed for community use. The project will finalize the Design of the skate park already begun in 2023 and Build the skate park in Emerson Park in 2024. The Skate Park is required to be completed no later than December 31, 2024.

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

This park is a historic park within the City of Grand Junction that currently has a small restroom, playground, and mature tree canopy. The proposed design shall continue from the plans already developed to 30-percent design. The design will include a landscape site plan (including angled parking along S. 10th Street) and a skate/wheel park design, plans, specifications, and cost estimate preparation for the 3.1-acre urban park space located at 301 South 10th Street.

The Construction Firm will participate in pre-construction design services (including cost estimates) and continue into the Construction Phase to build the skate park developed by the designer as shown in the Construction Documents.

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

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

such as a Port-o-Potty enclosure. It is envisioned that the existing restroom facility as well as the existing playground will be removed.

In April 2023 the City hired Team Pain and Clauson Rawley Associates as the Design Team to perform the community engagement to inform the Preliminary Design of the Landscape Site Plan and Skate Park at Emerson Park. The Design Team has created a 30-percent design with drawings and specifications (see Attachment F). This design will be the basis for the final design and construction of the new skate park.

- 4.2. Project Objectives:** The purpose of this RFP is to obtain proposals from qualified and professional firms specializing in the design and construction of modern wheel/skate park facilities designed for community use. The project will finalize the design of the skate park already begun in 2023 and build the skate park in Emerson Park in 2024.

4.2.1 Plans and Specifications: The design must fully address the entire site and map out all improvements to come. The design plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Contractor. Design Development up to Construction Documents will occur as part of this Design – Build contract. All plans, drawings and specifications shall become the property of the City of Grand Junction and shall be provided to the City in both hard copy and electronic (native and .pdf) formats.

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

- Accurate dimensional skate park design documents
- Generalized grading to a one-foot contour level
- Line diagrams for site utilities
- Traffic study (if deemed necessary)
- Landscape and irrigation plan
- Lighting plan
- Signage plan
- Other necessary drawing details, design notes, and specifications required for construction.

4.3. Special Conditions & Provisions:

4.3.1 Optional Pre-Bid Site Visit Meeting: Interested Offerors are strongly encouraged to attend a site visit meeting. The purpose of the site visit meeting will be to inspect the site and to clarify the contents of this Request for Proposal (RFP). **The site visit meeting shall take place on November 3, 2023, at 10:00 AM to 11:00 AM at Emerson Park, 301 South. 10th Street, Grand Junction, Co 81501.** Nothing stated during the site visit meeting will modify the Solicitation. Only information provided in an addendum will modify the Solicitation.

4.3.2 Term of Contract: By submitting a response to this RFP, the Offeror agrees and understands that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Council may terminate all or part of this Contract immediately without further liability.

4.3.3 Pricing/Fees: Pricing shall be established as “cost plus a fixed fee with a Guaranteed Maximum Price” (fixed fee shall be include in GMP), and shall be all inclusive to include but not be limited to: all design, labor, permits, 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.

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.

For pricing purposes for this solicitation process, Firms shall presume a total project cost of \$2,250,000.00. No additional funds will be available for this Project.

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

4.3.4 Laws, Codes, Rules, and Regulations: Firm shall ensure that all Services and/or Construction provided meet all Federal, State, County, and City laws, codes, rules, regulations, and requirements for providing such Services.

4.3.5 Project Schedule: Offeror shall include a project schedule, delineating the calendar of events proposed to meet the anticipated construction completion date of the end of 2024.

4.3.6 Time of Completion: Completion of the Project shall be no later than December 31, 2024.

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

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

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

4.3.8 City Owner’s Representative: The Owner’s Representative for the Project is Emily Krause, Recreation Superintendent. During Design and Construction, Emily shall act as the Owner’s advocate and represent the Owner’s best interests.

Emily Krause
emilyk@gjcity.org
970-254-3875

4.3.9 City Project Engineer: The Project Engineer for the Project is Kirsten Armbruster. During Design and Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

Kirsten Armbruster
244 N. 7th Ave.
Grand Junction, CO 81501
kirstena@gjcity.org
970-244-1421

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

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

4.4 Scope of Services: The general scope of services to be obtained as a result of this RFP includes the following: (The Offeror is invited to provide additional steps or Work tasks as they see fit to assist in the completion of the objectives)

Summary of Requirements

- Design a Destination Skate Park in Emerson Park with concrete bowls and street-style features, new angled parking along S 10th Street, new lighting, and associated landscaping to reactivate this historic park. Design shall consist of architectural and engineering, program management, construction management, design, surveying, mapping, or other related Architectural & Engineering Services; (Design/engineering plans/services shall ultimately be all-inclusive.)
- Secure all local, state, and federal permits required to design/construct the Project.
- Constructing the Project on a site provided by the Owner (Emerson Park).
- Completion of all work on the skate park project (including testing and commissioning) by December 31, 2024. **NOTE: Contractor shall take any and all necessary precautions to minimize damage to existing trees, 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.**
- Develop Plans, Specifications, and Cost Estimates at 60% and 90% Design for Owner Review prior to completing the Construction Documents.
- Project Management and Coordination.
- Data Collection, review, and organization.
- Validate additional (if any) requirements.
- Basis of Design report.
- Construction Administration.
- Provide As-Built Drawings at the completion of Project.

Minimum Requirements for Construction of Skate Park:

- At least five years in the industry, with experience directly related to similar skate/wheel park designs.
- Successfully completed three (3) similar projects of scope and size within the last five (5) years. Please include budgetary information on each of these project references.
- Each Firm must show:
 - a) Complete disclosure of any incidents of default on projects where the Firm or related entity acted as project sponsor and the current status of such incidents.
 - b) Complete disclosure of any liabilities, contingent liabilities, obligations, charges and liens, covenants, off-balance sheet financing arrangements, defaults, legal action pending, or other matters that might prevent the Firm from implementing the Project; and
 - c) the Firm's or related entity's latest audited financial statements available as at the date of the RFP Submission.
- Qualified and permitted by law to perform the Services provided for this project. All personnel engaged in this Service for this project shall likewise be qualified and permitted to perform necessary duties.
- Ensure compliance with all applicable environmental regulations related to the project.
- The ability to develop value engineered options that fit within the budget.
- Project management and supervision.
- Preparation of all plans, schematics, drawings, scope, specifications, and all other related documents and requirements associated with the successful completion of this Project.
- The selected Firm may use local, qualified partners in the design.
- The new installed lighting per design shall be Musco Lighting Brand only.
- Skate Park surfacing will all be smooth concrete surface for professional skate park designs.

4.5 Attached Documents: ([Click Links for Access](#))

[Attachment A Emerson Park Master Plan](#)

[Attachment B Emerson Park Utilities 1](#)

[Attachment C Emerson Park Utilities 2](#)

[Attachment D Emerson Park Irrigation](#)

[Attachment E Community Feedback](#)

[Attachment F Final GJ Emerson Skate Park Report with Geotechnical Report](#)

4.6 RFP Tentative Time Schedule:

- | | |
|--------------------------------------------------|-------------------|
| • Request for Proposal available | October 24, 2023 |
| • Optional Pre-Bid Site Visit | November 3, 2023 |
| • Inquiry deadline, no questions after this date | November 6, 2023 |
| • Addendum Posted | November 7, 2023 |
| • Submittal deadline for proposals | November 15, 2023 |

- Owner evaluation of proposals
- Interviews (if required)
- Final selection
- City Council Approval
- Contract execution
- Bonding and Insurance
- Work begins no later than
- Final Completion

November 16 – 21, 2023
 November 28 – 30, 2023
 December 4, 2023
 December 20, 2023
 December 21, 2023
 December 29, 2023
 January 2, 2024
 December 31, 2024

4.7 Questions Regarding Scope of Services:

Dolly Daniels., Purchasing Agent
dollyd@gjcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "**Electronic Vendor Registration Guide**" at <https://co-grandjunction.civicplus.com/501/Purchasing-Bids> for details. (Purchasing Agent does not have access or control of the Offeror side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Offerors are required to indicate 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 J, in response to the following:**

- A. Cover Letter:** Cover letter shall be provided which explains the Offeror's interest in the Project. The letter shall contain the name/address/phone number/email of the person who will serve as the Offeror's principal contact person and shall identify individual(s) who will be authorized to make presentations on behalf of the Offeror. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Offeror. By submitting a response to this solicitation, the Offeror agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offerors shall provide its qualifications for consideration as a Contract provider to the City and include prior experience in similar projects. In addition to Section 4.4 Scope of Services, Offerors shall also provide the following information with its proposal submittal:

Information provided shall include but is not limited to:

- Organizational chart of company and/or project team
- Identification of key personnel
- Professional qualifications, resumes and functions of personnel who will be assigned to the Project
- Specific related project experience of personnel

- Personnel availability and time commitment proposed to meet the project schedule

Key personnel will be committed to this Project 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, construction cost, project duration and completion date. Additional discussion of Key Personnel experience can be provided as a narrative in the RFP.

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 including:

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.

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

- C. Strategy and Implementation Plan:** Describe the Firm's interpretation of the Owner's objectives with regard to this RFP. Describe the proposed Design/Build management strategy and/or plan for achieving the objectives of this RFP. Provide examples of control systems proposed to use in the execution of this project:

- Cost control
- Schedule control
- Maintenance of Operations Plan

The Offeror 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 Firm's implementation plan and an estimate of time commitments from Owner.

- D. Current and Anticipated Workload:** Describe the Firm's current workload and expectations in coordinating the Firm's current projects, anticipated projects, and this project.

- E. Capability/Performance:** Provide brief project descriptions histories that delineate the Firm's ability for at least four (4) projects completed in the past five years with a similar size, scope, and delivery method to this project. Provide as a minimum:

- Project description
- Total dollar amount of change orders (exclusive of change of scope change orders)
- Completed project cost inclusive of all change orders, final Firm fees, and general conditions.
- Special or unique conditions, systems, characteristics, etc., including Work that was fast tracked to meet an expedited schedule.
- Original and actual construction schedule comparisons and describe the difference

- Owner's representative name and contact information

- F. Bonding Capacity:** Provide proof of bonding capacity for this project including Design/Build fees along with current and anticipated project workloads.
- G. References:** A minimum of five (5) **references** that can attest to the Firm's experience in projects of similar scope and size. **Please also summarize the projects completed with these references including:** Client Name, Address, Contact Person, Telephone, Email Address, Project Dates, Project Description, Original Project Budget, Final Project Cost, Pictures, and Explanation of variation from original budget to final project cost.
- H. Additional Submittal of Documents to include at a minimum:**
- I. Fee Proposal:** Firm shall submit pricing using Solicitation Response Form found in Section 7, accompanied by a complete list of costs breakdown as follows: Not to Exceed Price for completion of design Services for this Project; and Not to Exceed Price for construction. The Owner intends to establish a Guaranteed Maximum Price for the construction portion of this project. Include the following:
- J. Additional Data (optional):** Provide any additional information that will aid in evaluation of the Offeror's qualifications with respect to this project.
- K. Financial Statements:** If selected as the Preferred Offeror, Offeror may be required to provide an audited financial statement, as prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the Offeror possesses adequate financial ability and stability to enable the Offeror to fulfill its obligations under the terms of this RFP. If requested by the Offeror, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will provide services. If the Offeror is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

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

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

The following collective criteria shall be worth 80%

- | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • 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 (30)
(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 (to include Item H of Section 5), and a fully comprehensive plan to achieve successful completion. See section 5.0 C. Strategy and Implementation Plan for details.) |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

The following criteria shall be worth 20%

- | |
|--------------------|
| * Fees (20) |
|--------------------|

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

The Owner may 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 reserves the right to invite the most qualified rated Offeror(s) to participate in oral interviews, if needed.
- 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 Firm.

SECTION 7.0: SOLICITATION RESPONSE FORM**RFP-5311-23-DD****"Design Build Emerson Skate Park"***Offeror must submit the entire Form completed, dated, and signed.***1) Cost Plus a Fixed Fee with a Guaranteed Maximum Price:****Fixed Fee \$** _____**WRITTEN:** _____ **dollars.****Guaranteed Maximum Price (fixed fee shall be included in GMP) \$** _____**WRITTEN:** _____ **dollars.**

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

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

This offer is 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 they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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

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

Company Name – (Typed or Printed)_____
Authorized Agent – (Typed or Printed)_____
Authorized Agent Signature_____
Phone Number_____
Address of Offeror_____
E-mail Address of Agent_____
City, State, and Zip Code_____
Date



Purchasing Division

ADDENDUM NO. 1

DATE: November 7, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Design Build Emerson Park Skate Park RFP-5311-23-DD

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

Please make note of the following clarifications:

1. **Clarification – Lighting/Electrical Permits:** The Design/Build Contractor will be responsible for acquiring, maintaining (including contacting the Building Department for Inspections), and closing out the necessary permits from Mesa County
2. **Clarification – Quality Control:** The Design/Build Contractor will be responsible for Quality Control testing of the concrete used on the site in accordance with the City of Grand Junction Standard Specifications for Road and Bridge Construction.
<https://www.gjcity.org/DocumentCenter/View/1147/Standard-Contract-Documents---SCD-PDF>
The City will perform Quality Assurance testing of the concrete used to verify materials are to spec.
3. **Clarification – Tree Canopy/Protection:** All designated trees shall be protected. The City will work with the selected Contractor to identify these trees and ensure that the design will protect Emerson Parks Mature Canopy. The Contractor will be expected to follow direction from the City's forestry team on best practices for tree protection. The Contractor does not need to provide a budget for tree removal or relocation as the work will be completed by the City of Grand Junction.
4. **Revised Solicitation Response Form:** Two Add Alternates are being included on the Solicitation Response Form for (1) Removal of Existing Restroom and (2) Removal of Existing Playground. Please submit the revised Solicitation Response Form with your proposal. (See Attached)

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer

City of Grand Junction, Colorado

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5311-23-DD ADDENDUM #1

"Design Build Emerson Skate Park"

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

1) Cost Plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ _____

WRITTEN: _____ **dollars.**

Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ _____

WRITTEN: _____ **dollars.**

Add Alternate #1 Removal of Existing Restroom \$ _____

Written Add Alternate #1 _____ **dollars**

Add Alternate #2 Removal of Existing Playground \$ _____

Written Add Alternate #2 _____ **dollars**

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

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

This offer is 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 they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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

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

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



Purchasing Division

ADDENDUM NO. 2

DATE: November 9, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Design Build Emerson Park Skate Park RFP-5311-23-DD

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

Please make note of the following clarifications:

The Contractor will most likely need the following permits from the Mesa County building department:

- Electrical (building permit) - fees are unknown at this time - Contractor will be responsible for this fee.

The Contractor will most likely need the following permits from the City of Grand Junction:

- Planning Clearance - fees are unknown - City Parks will pay these fees and assist with application and approval process.
- Traffic Control permit - fees are unknown - Contractor will be responsible for this fee.
- Stormwater Construction permit (MS4) - no fees - City Parks will assist with application process.

The Contractor will most likely need the following permits from the State of Colorado:

- Stormwater Construction permit (CDPHE) - City Parks will pay this fee and assist with application process via CEOS.

A Fire Clearance permit should not be required. The above information may change depending upon the final design.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



NOTICE OF AWARD

Date: December 21, 2023

Company: Ford Construction Company, Inc.

Project: Design Build Emerson Skate Park RFP-5311-23-DD

You have been awarded the City of Grand Junction Contract for Design Build Emerson Skate Park for a lump sum negotiated fee of **\$2,906,875.24**.

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

CITY OF GRAND JUNCTION, COLORADO

Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: _____

By: _____

Title: _____

Date: _____

RFP-5311-23-DD
DESIGN BUILD EMERSON SKATE PARK
PROPOSAL PACKAGE



**FORD CONSTRUCTION
COMPANY, INC.**

TEAM PAJN
SKATE PARKS

A ■ C ■ G

Austin Civil Group, Inc.

PREPARED FOR:





FORD CONSTRUCTION COMPANY, INC.

Nov 15, 2023

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

Re: RFP-5311-23-DD
Design/Build Emerson Skate Park
Proposal Package

Dear Dolly Daniels,

We would like to thank you for the opportunity to prepare the enclosed proposal for the Emerson Skate Park project and we look forward to being a part of the project team. We have always had great interest in projects that support and provide for our community. Over the years we have watched areas downtown be rebuilt, creating a safe place for all to gather. We are excited to see Emerson Park evolve into what will be a community landmark.

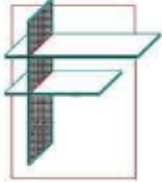
We have partnered with Team Pain to complete the design and build of the new skate park. Team Pain is a renowned specialist in their field with 30+ years of experience. Tim Payne, founder, and president of Team Pain is known for this direct involvement in each project. Ensuring the final design is developed with a focus on the Owner and Community.

Along with Team Pain we have partnered with Austin Civil Group to complete the design of the park improvements outside the skate park footprint. Mark Austin's knowledge and his design team's experience working with the City of Grand Junction bring to the table a key component to building a successful project.

If you have any questions, please don't hesitate to contact me at (970) 245-9343. Thank you for your time and consideration of our team.

Respectfully,

Amanda S Decker, President
adecker@fordconstruction.org



Ford Construction Company, Inc.
560 25 Road
Grand Junction, CO 81505
Phone: (970) 245-9343

TABLE OF CONTENTS

PROPOSAL PACKAGE

RFP-5311-23-DD

DESIGN BUILD EMERSON SKATE PARK

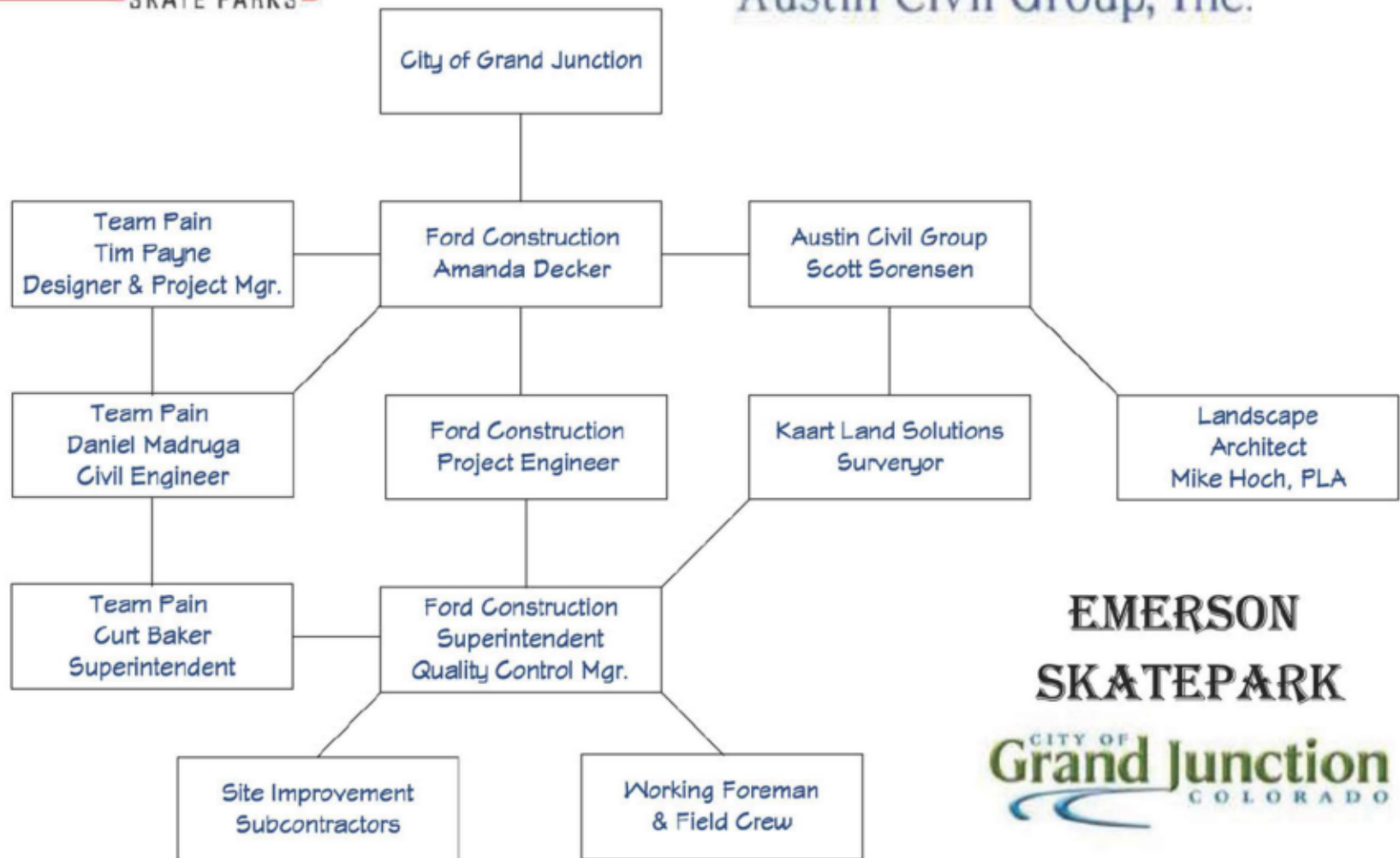
- 1. TEAM QUALIFICATIONS, EXPERIENCE & CREDENTIALS**
 - a. Project Team and Organization Chart
 - b. Prime Contractor: Ford Construction Company, Inc.
 - c. Skatepark Contractor: Team Pain
 - d. Site Improvements: Austin Civil Group
 - e. Land Surveyor: Kaart Surveying
 - f. Landscape Architect: Mike Hoch, PLA
- 2. STRATEGY AND IMPLEMENTATION PLAN**
 - a. Project Approach
 - b. Proposed Project Schedule
- 3. CURRENT AND ANTICIPATED WORKLOAD**
- 4. CAPABILITY & PERFORMANCE**
- 5. BONDING CAPACITY**
- 6. REFERENCES**
- 7. FEE PROPOSAL**
- 8. ADDITIONAL DATA – SITE LIGHTING MUSCO**



FORD CONSTRUCTION COMPANY, INC.

TEAM PAINE
SKATE PARKS

A • C • G
Austin Civil Group, Inc.



**EMERSON
SKATEPARK**
CITY OF
Grand Junction
COLORADO

FORD CONSTRUCTION CO., INC.

560 25 Road, Grand Junction, CO. 81505
Phone: (970) 245-9343 Fax: (970) 245-5090
Contact: Amanda Decker, President
Email: adecker@fordconstruction.org

A reputable General Contracting firm, providing professional construction services with sustainable design and showing progressive growth since it was established in 1992. Ford Construction Co., Inc. is a closely held WOSB business, owned and managed by Amanda Decker.



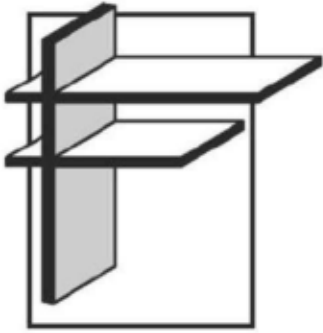
Providing a full range of construction services for public and private sectors including commercial and industrial buildings, construction of motels, convenience stores and office complexes. Utilizing structural steel, pre-cast/tilt-up concrete, pre-engineered metal buildings and conventional wood framed structures.

Offering services from CM/GC, early conceptual Design/Build to fully designed competitive bid.

Providing you with cost effective solutions to control costs of the project and ways to increase the value of your investment. Our team is here to guide you in the right direction.

MISSION STATEMENT

OUR TEAM AT FORD CONSTRUCTION DEVELOPS DREAMS WITH HEARTFELT PROFESSIONALISM AND QUALITY, BEING EVER MINDFUL THAT WE MUST BE GOOD STEWARDS OF CUSTOMER RESOURCES, DEMONSTRATING OUR FORTHRIGHT COMMITMENT TO INTEGRITY AND EXCELLENCE.



AMANDA S. DECKER

President

Ford Construction Company, Inc.

Construction Career Began: 2001

With Ford Construction Since: 2004

President of Ford Construction since 2018 Amanda brings something to the table at every stage of a project; knowledge of local and state governing requirements, from early conceptual (napkin), establishing a design, providing turn key proposal, and seeing projects through from the permitting process to final completion. Competitively bidding projects in both private and public sectors, including military since 2004, promoted to Senior Estimator in 2008. Continuing education in IBC. OSHA 10 HR and CPR

Projects Completed/In Progress





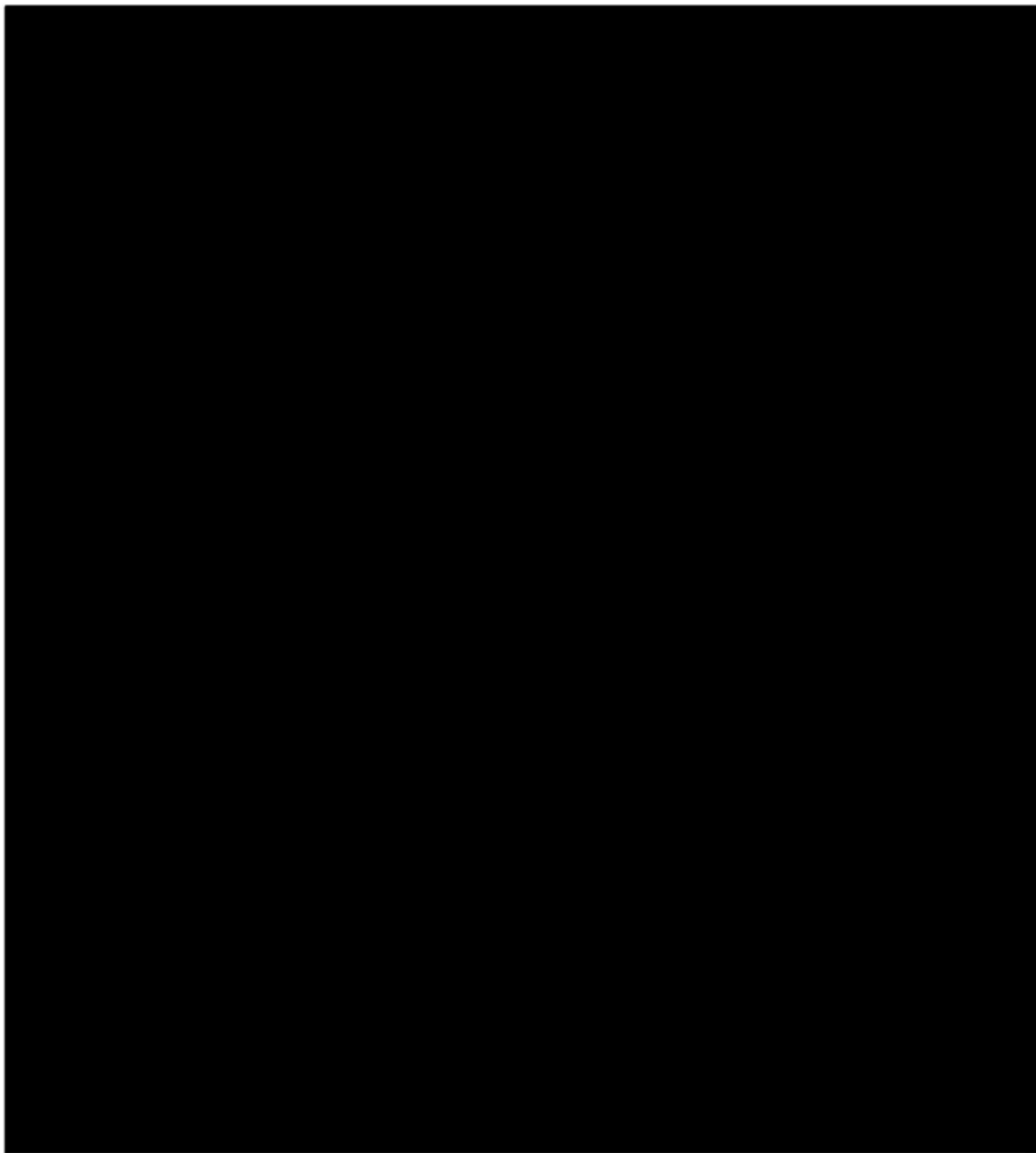
Ford Construction Company, Inc.

560 25 Road

Grand Junction, CO 81505

Phone: (970) 245-9343

**PAST PERFORMANCE
DESIGN/BUILD**



QUALIFICATIONS/EXPERIENCE/CREDENTIALS

Team Pain is a nationally recognized Skate Park Design Build firm with over 30 years experience. The company has designed and constructed (26) successful concrete skate park facilities throughout the state of Colorado, with over 350 skate structures and skate parks worldwide. By creating custom skate parks and skate structures for municipal and government agencies, competition facilities, private sector, production companies for motion pictures and televised events for professional action sports athletes, they have provided environments that are diverse and well rounded for all levels of skill and disciplines.

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

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

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

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

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

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

COMPANY INTRODUCTION



Woodstock Skate Park - Virginia Beach



Bullring Loop for Tony Hawk



Arvada Skate Park - Arvada, CO



X-Games Courses for 7 years



Sk8 Charleston - Charleston, SC

KEY PERSONNEL

TEAM PAIN

SKATE PARKS



TIM PAYNE
FOUNDER | PRESIDENT
LEAD DESIGNER



BRIEF HISTORY

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

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

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

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

AWARDS & RECOGNITION

Highlighted

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

KEY PERSONNEL



CURT BAKER

CONSTRUCTION SUPERINTENDENT
DESIGNER

PROJECT EXPERIENCE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOTABLE PUBLICATIONS / RECOGNITIONS (highlighted)

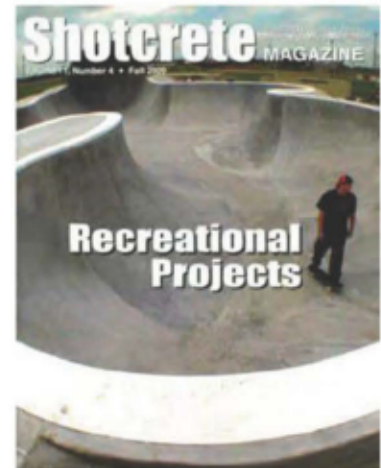
Landscape Architect Feb 2019



**The Wall Street Journal
May 19, 2012**



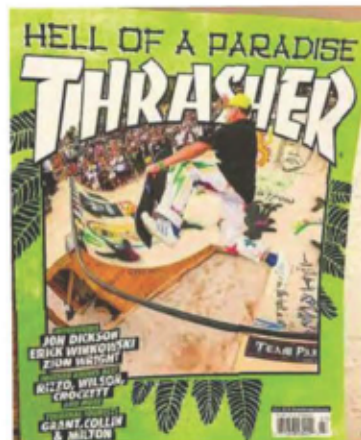
**Cover: Shotcrete Magazine
Fall 2009**



Time Magazine August 7, 2006



**Cover: Thrasher Skateboard Magazine
July 2018**



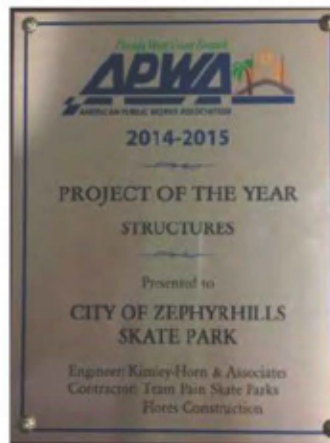
**2002 ASLA Colorado Chapter Merit
Award for Design**



**Tim Payne Lifetime
Achievement Award 2002**



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



**Florida Skateboard
Hall of Fame 2003**





Kaat Land Solutions is a land surveying, planning, and landscape architecture company. Our surveyors specialize in topographic design surveys, property boundaries and new construction for residential, commercial and municipality projects. Kaat's survey staff utilizes the latest surveying technologies to provide clients with the highest quality of surveying and mapping products.

Our planners and landscape designers specialize in land planning, entitlement, urban design, and landscape architecture. Kaat has had the privilege of planning and designing many high-exposure park projects in the Grand Valley including the master plan and design of Las Colonias (both the park and Business Park) and the parks of Dos Rios in Grand Junction, Little Salt Wash Park in Fruita, and Long Family Community Park in Mesa County. We were also part of such teamwork and passion working on Canyon View Park, Eagle Rim Park, a Lincoln Park Master Plan, and many other parks. Public engagement efforts have been central to the success of our projects, and we believe stakeholder engagement drives design by revealing priorities that would otherwise be overlooked.



PROJECT APPROACH

Emerson Skate Park project will consist of approx. 22,000 square foot (plan view) skate park with associated site sidewalks, gathering areas and landscaping. The existing site contains many signature (mature) trees that will want to be persevered with the project. An existing restroom facility and playground equipment will be removed with the project. In addition, diagonal parking is proposed along the S 10th Street frontage and the existing S 10th Street bike lane will be relocated to travel through the project area. Listed below is a schematic project layout:



Schematic Layout

Ford Construction will represent the project team as the Prime Contractor, and in partnership with Team Pain and Austin Civil Group, will compete the design for the Emerson Skate Park.

Team Pain will design and build the skate park. Austin Civil Group (ACG) and the other consultants (surveying, landscaping, and irrigation) will complete the design of the project outside of the footprint of the skate park. Coordination with the skate park features will be understood and the site improvements will address any required skate park improvements.

Throughout construction, Team Pain and Ford Construction will work together, with support from ACG and consultants. Ford Construction will work directly with local trade subcontractors to complete the site improvements outside of the footprint of the skate park.

STRATEGY AND IMPLEMENTATION PLAN

It is our understanding the City of Grand Junction would like to retain the services of a qualified, professional design-build team to develop final plans, specifications, and cost estimates at 60% and 90% Owner review to prepare for construction documents and build out of Emerson Park. The design build team will also work with the City Forester to preserve the mature trees and maintain the canopy within the site. This information will be the basis for developing a destination skate park within Emerson Park.



The structure of our team allows each member to focus on their respective specialties while working together seamlessly to integrate all of the components necessary for skate park development. As part of the long collaborative relationship between Team Pain and Colorado based, Atwell Engineering, they have developed a good work flow on past projects that allow for the identification of critical issues and tailors the design to address any site issues. They will work with local General Contractor, Ford Construction Company, to prepare and complete the site work. Their familiarity and experience in the local area will be invaluable to the team and the success of this project. They will provide the general site scope of services including any site amenities that will be incorporated into the final project. As the Skate Park Specialist, this allows Team Pain to concentrate on the skate park design and construction scope to include quality control and on-site adjustments of the skateable features to enhance the final riding experience, while staying within the City's overall budget and time line.

Tim and his staff, will provide the skate park planning, design development and construction documents, as well as, the skate park construction, to ensure the final product is developed in relation to the final concept design and the Owner's final direction.

LEAD SKATE PARK DESIGNER & SKATE PARK CPM - Tim Payne, Founder & President of Team Pain Skate Parks, will have the overall responsibility for the final outcome of the skate park scope of work. He will work with the City of Grand Junction and the project team, to complete the skate park design and work with Civil Engineer, Daniel Madruga to complete the construction documents and specifications. Tim will oversee Team Pain's Construction Superintendents and staff members and collaborate with the project team and Owner throughout the entire design and construction process.

SKATE PARK PLANS & SPECIFICATIONS- Daniel Madruga of Atwell is a Colorado Licensed Civil Engineer with over 22 years experience designing commercial and recreational facilities, including (10) Colorado skate park projects with Team Pain. Daniel will work with Tim to develop the construction plans and produce the skate park technical specifications. He will design the overall site utilizing the survey of existing conditions, geotechnical reports and utility locates, as well as, ensure proper slopes for effective drainage are applied. He will work in close coordination with Tim and entire team and Owner staff to set the skate park into the site in order to develop the construction plans and submit for review milestones.

SKATE PARK CONSTRUCTION SUPERINTENDENT - Team Pain's Construction Superintendent, Curt Baker, will be responsible for managing the skate park construction site and the company's specialized construction staff, for the entire scope of specialty skate park construction. As a resident of Montrose, CO, Curt will be on site during the entire project and be available to attend weekly meetings or anytime the Owner and its stakeholders would like to meet and review the progress of the work.

STRATEGY AND IMPLEMENTATION PLAN

As a nationwide specialty contractor, we value the relationships formed on every skate park project. By working with local engineers, contractors, suppliers and vendors, not only does this provide our team with valuable insight of the area, it also contributes to local economic development which is so vital to all communities.

The following will illustrate our design and construction approach for this project:

DEVELOPMENT & CONSTRUCTION DOCUMENTS - Early integration of our team's engineer, Daniel Madruga, creates the opportunity for value engineering prior to finalizing the design and our commitment and experience with the design-build process leads project development to a smooth transition into the construction phase. We will take the concept and begin gathering all the information. We need all the survey work for Emerson Park updated, to confirm tree locations and utilities, sidewalks, curbs and utilities at the site. We will work on the integration for the skate park and new parking area while the landscape architect begins working on their portion of the work. We will provide plans for the skate park, demolition of the site, site protection and parking lot to prepare for percentage submittals at 60% and 90% for Owner reviews. Upon the City's final review and approval, this information will then be exported in DWG along with supportive cross-section information to prepare the technical specifications and develop the construction plans for review, approval, and permitting to move into the construction phase.

CONSTRUCTION PHASE - Prior to beginning the construction phase, Team Pain's Construction Superintendent, Curt Baker, will meet with the team and Owner for an on site pre-construction meeting. This meeting will be to review all aspects of logistics on the site to include any demolition, site access, staging and phasing areas of the project along with review of any site restoration after construction completion. Curt will be on site during the entire project and be available to attend weekly meetings or anytime the Owner and its stakeholders would like to meet and review the progress of the work. Team Pain will be a specialty sub-contractor to Ford Construction, who will perform all general contracting services including obtaining required permits, demolition, erosion control, stabilization and site protection for the perimeter of the work. Their site preparation work will include grading, drain line installation and storm water work along with any final amenities that are outside of Team Pain's specialty skate park construction scope of work. The work required to furnish and install all site work, testing and inspections will be in accordance with the final plans and specifications prepared by our team's engineer and approved by the City of Grand Junction's permit department.

Once the site work is complete, Team Pain's specialized personnel will mobilize onto the site to begin performing the entire poured-in-place specialty concrete work for the skate park, in accordance with the plans and specifications. Team Pain's parks are designed and built with a method that utilizes typical construction of the skate slabs and is implemented into the site by the team's engineer. This approach allows Team Pain's experienced crew to continuously perform quality control of the rideable features allowing the team to enhance the rideable environment in the field, while staying within budget and the original concept for a truly customized and optimal riding experience. Our team will participate in substantial and final completion inspections with City staff and stakeholders to ensure these walk through inspections will result in few, "punch list" items and provide more of an opportunity for a review of the project progress and confirmation of schedule prior to opening day.

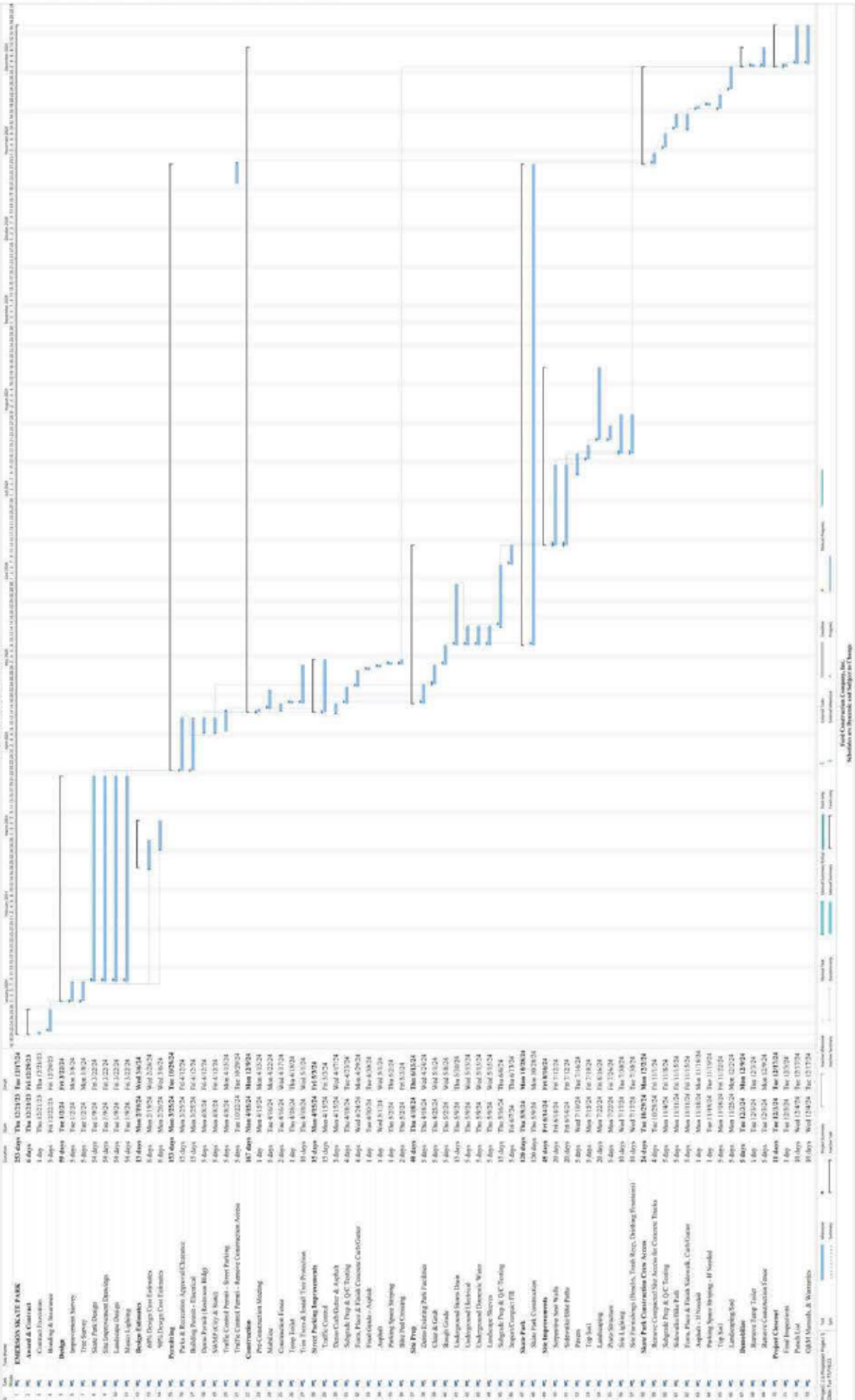
PROJECT CLOSEOUT - As part of the close out process, we will deliver all maintenance and product MSDS to ensure proper & consistent products are used. We will provide a maintenance plan, to the Owner's staff, addressing daily, weekly and monthly maintenance of the skate park facility to ensure upkeep of the completed park.

Our commitment to providing our clients with a quality designed and constructed skate park is found in the 1 year warranty which will be provided from the date of final completion and acceptance.

Emerson Park Storm



THE CITY OF GRAND JUNCTION, EMERSON SKATE PARK
PROPOSED PROJECT SCHEDULE



PROJECT TEAM CURRENT AND ANTICIPATED WORKLOAD

Emerson Skate Park, project schedule has an anticipated start date for design no later than January 2, 2024, with project site improvements to start no later than Spring of 2024, once required permits and clearances are obtained. Please reference proposed project schedule.



FORD CONSTRUCTION
COMPANY, INC.

Design administration and oversight, ready to begin no later than January 2, 2024.

Construction Team, ready to mobilize and begin work Spring 2024, once approval is received from City Parks and Recreation. With project completion no later than December 2024.



Design Team, ready to begin design no later than January 2, 2024. With completion of As-Builts at project completion.

Project Manager, ready to coordinate with project site improvement crew, once approval is received from City Parks and Recreation, Spring 2024.

Construction Team, ready to mobilize and begin work Summer 2024, once site improvements are ready.



Austin Civil Group, Kaart Surveying, and Mike Hoch PLA, ready to begin design no later than January 2, 2024. Continue to work with the project team throughout construction.

City of Grand Junction, Colorado

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5311-23-DD ADDENDUM #1

"Design Build Emerson Skate Park"

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

1) Cost Plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ 579,647.00

WRITTEN: Five Hundred Seventy Nine Thousand Six Hundred Forty Seven Dollars 00/100 dollars.

Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ 2,716,536.00

WRITTEN: Two Million Seven Hundred Sixteen Thousand Five Hundred Thirty Six 00/100.... dollars.

Add Alternate #1 Removal of Existing Restroom **\$** 6,000.00

Written Add Alternate #1 Six Thousand Dollars 00/100..... dollars

Add Alternate #2 Removal of Existing Playground **\$** 8,000.00

Written Add Alternate #2 Eight Thousand Dollars 00/100..... dollars

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

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

This offer is 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 they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 1 & 2

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

Ford Construction Company, Inc.

Company Name – (Typed or Printed)

Amanda S Decker

Digitally signed by Amanda S

Decker

Date: 2023.11.15 08:07:12 -07'00'

Authorized Agent Signature

560 25 Rd

Address of Offeror

Grand Junction, CO 81505

City, State, and Zip Code

Amanda S Decker, President

Authorized Agent – (Typed or Printed)

(970) 245-9343

Phone Number

adecker@fordconstruction.org

E-mail Address of Agent

Nov 15, 2023

Date

**EMERSON SKATE PARK
DESIGN/BUILD - GMP**
Ford Construction Company, Inc
Nov 15 2023

	Quantity	Unit	Notes	Unit Cost	Total Cost
PERMITTING & CONSTRUCTION					
Permitting					
1 Mesa Co Building Permit - Demo Permit	1	EA		\$ 50.00	\$ 50.00
2 Grand Junction Planning - Planning Clearance	1	EA	Fee's Not Included, Paid Direct by GJ	\$ -	\$ -
3 Grand Junction Fire Dept - Fire Clearance	1	EA	Fee's Not Included, Paid Direct by GJ	\$ -	\$ -
4 Stormwater Permits (City & State)	2	EA	Fee's Not Included, Paid Direct by GJ	\$ -	\$ -
Permitting Sub-Total					\$ 50.00
Site Improvements					
5 General Conditions	9	MO	Prj Mang; Const Fence; Temp Facilities	\$ 19,093.67	\$ 171,843.00
6 QC Testing	1	LS	Allowance, Site Compaction/Concrete	\$ 13,500.00	\$ 13,500.00
7 Remove Asphalt, Curb & Gutter & Sidewalk	1	LS	Proposed Parking, StormDrain Tie-In	\$ 13,563.00	\$ 13,563.00
8 Remove Building	1	LS	Alternate #1, See Bid Form	\$ -	\$ -
9 Remove Playground Equipment	1	LS	Alternate #2, See Bid Form	\$ -	\$ -
10 Civil Contractor - Mobilization	1	LS		\$ 8,000.00	\$ 8,000.00
11 Site Erosion Control & Tree Protection	1	LS		\$ 8,000.00	\$ 8,000.00
12 Clear & Grub, Rough Grading	1	LS		\$ 25,500.00	\$ 25,500.00
13 Subgrade Compaction	1	LS		\$ 27,062.00	\$ 27,062.00
14 Export of Material	1	LS	Allowance, If Required	\$ 10,000.00	\$ 10,000.00
15 Import of Material	1	LS	Asphalt, Concrete, Skatepark, Bedding Matl	\$ 56,707.00	\$ 56,707.00
16 Underground Utilities	1	LS	Domestic Water, Storm Drain, Electrical	\$ 48,590.00	\$ 48,590.00
17 Asphalt & Traffic Control/Permit	1	LS	Asphalt, Stipping, & Traffic Control/Permit	\$ 80,699.00	\$ 80,699.00
18 Tree Trimming	1	LS	Licensed Arborist	\$ 20,500.00	\$ 20,500.00
19 Landscaping	1	LS	Irrigation Temp/Permanent, Plantings/Grass	\$ 41,000.00	\$ 41,000.00
20 Concrete Contractor - Mobilization	1	LS		\$ 1,500.00	\$ 1,500.00
21 Concrete Curb & Gutter	945	LF		\$ 29.54	\$ 27,911.00
22 Concrete Sidewalk/Bike Paths	15,145	SF		\$ 8.61	\$ 130,392.00
23 Concrete ADA Ramp	3	EA	Includes Detectable Warning Plates	\$ 6,741.33	\$ 20,224.00
24 Seatwalls w/Prep Cast Caps	1,962	SF	Serpentine Walls, Brick with Cap	\$ 67.33	\$ 132,092.00
Site Improvements Sub-Total					\$ 837,083.00
Site Amenities					
25 Portable Bathroom Enclosure	1	EA	Basis of Design, RFP	\$ 3,000.00	\$ 3,000.00
26 Dog Waste Station	2	EA	Basis of Design, RFP	\$ 280.00	\$ 560.00
27 Trash Receptacle	4	EA	Basis of Design, RFP	\$ 1,677.50	\$ 6,710.00
28 Recycle Receptacle	2	EA	Basis of Design, RFP	\$ 1,677.50	\$ 3,355.00
29 Outside Bench	6	EA	Basis of Design, RFP	\$ 1,370.67	\$ 8,224.00
30 Water Drinking Fountain/Bottle Filler	1	EA	Basis of Design, RFP	\$ 1,500.00	\$ 1,500.00
31 Bike Rack	6	EA	Basis of Design, RFP	\$ 673.83	\$ 4,043.00
32 Lighting	1	LS	See 8.0 Additional Data	\$ -	\$ -
Site Amenities Sub-Total					\$ 27,392.00
Skate Park					
33 Fine Grading	21,425	SF		\$ 11.08	\$ 237,472.00
34 Forming Materials	21,425	SF		\$ 16.63	\$ 356,291.00
35 Rebar	21,425	SF		\$ 6.65	\$ 142,484.00
36 Concrete	21,425	SF		\$ 16.07	\$ 344,254.00
37 Metal/Welding Work	21,425	SF		\$ 4.99	\$ 106,863.00
38 Concrete Testing	1	LS		\$ 5,000.00	\$ 5,000.00
39 Travel/Housing	1	LS		\$ 80,000.00	\$ 80,000.00
Skate Park Sub-Total					\$1,272,364.00
PERMITTING & CONSTRUCTION TOTAL					\$2,136,889.00
DESIGN & PROJECT FEE					
Design, Insurance, Bonds, Fixed Fee					
40 Design & Project Fee	1	LS		\$579,647.00	\$ 579,647.00
Design & Project Fee					\$ 579,647.00
PROJECT GMP					
CONSTRUCTION TOTAL					\$2,136,889.00
DESIGN & PROJECT FEE					\$ 579,647.00
					\$2,716,536.00

FEE PROPOSAL CLARIFICATIONS

Acknowledgement of Addendums: 1 and 2

PERMITTING PROCESS CLARIFICATIONS:

- Project review and approval process for permits and clearances to proceed with work are to be obtained by City Parks and Recreation. If formal review by the City of Grand Junction Planning and Engineering Department is required, there will be a schedule and cost impact, moving out the project start/completion date, with additional engineering hours/fees.
- Electrical permit for site electrical to be obtained by Ford Construction.

TEAM PAIN GMP CLARIFICATIONS:

- Team Pain has included all design and construction cost for the completion of the Skate Park to be built at Emerson Park, in Grand Junction, CO.
- Design includes development of construction documents and specifications.
- Construction includes fine grading within the skate park footprint. Concrete forming materials, re-bar, concrete, and associated metal work/welding.
- Quality Control testing of concrete placed within the footprint of the skatepark.
- Travel and housing.
- Sales taxes are not included.

AUSTIN CIVIL GROUP GMP CLARIFICATIONS:

- ACG has included fees for topographical and boundary survey, landscaping, and irrigation design. The fees provided are design-build fees which takes the project from design through completion of the project;
- ACG has NOT included fees for the completion of a Traffic Study Report nor any CDOT access permitting for the project. If these services are found to be required additional fees will be required;
- ACG understands that a subsurface investigation report has already been prepared and these services are not required;
- ACG understands that site lighting & electrical service will be provided by others (Musco);
- ACG assumes that NO City of Grand Junction planning review or approval is required of the project;
- ACG assumes that all site layout, grading, drainage, utility work, landscaping and irrigation outside of the skate park footprint will be responsibility of ACG;
- ACG assumes only off-site parking along S 10th Street and the relocation of the bike path will be required of the project. No other off-site improvements will be required of the project;
- ACG assumes three (3) team coordination meetings throughout the design period of the project;
- ACG has included fees to prepare a civil site plan, grading and drainage plan, utility composite plan, landscape plan and irrigation design plan;
- ACG assumes tree survey to be provided by the City of Grand Junction;
- ACG has included fees to prepare an engineer's construction cost estimate;
- ACG assumes that stormwater detention/retention is required of the project. On the other than, since it is expected that site disturbance is greater than 1-acre that water quality measures are required. It is assumed water quality will be provided by means of a storm interceptor in lieu of a landscape depressed basin with outlet structure;

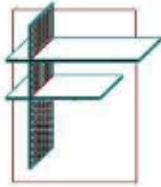
- ACG has included fees to prepare a Stormwater Management Plan for construction. Per Addendum #2 City Parks will assist in the CDPHE permitting, therefore, no fees Provided for permitting;
- ACG has included fees for construction administration and oversight;

FORD CONSTRUCTION COMPANY, INC. GMP CLARIFICATIONS:

- Included fees to obtain Building Permit for Site Electrical
- Included labor to work with City Rep to obtain Planning Clearance; Traffic Control Permits; and MS4. Fees to be paid for direct by the City of Grand Junction.
- Included labor to work with the City of Grand Junction to obtain CDPHE permit. Fees to be paid for direct by the City of Grand Junction.
- Has NOT included cost associated with obtaining Fire Clearance from the City of Grand Junction Fire Department.
- Included an allowance of \$13,500 for third-party Quality Control testing, for site compaction, and concrete slump and strength tests. If the City would prefer to hire third-party QC direct, we would be copied with test results for project records.
- Construction fencing of the site perimeter for safety and site security.
- Third-party site security is NOT included at this time.
- Removal of existing park facilities, including playground equipment and restroom building.
- Tree Trimming of mature trees on site by licensed arborist, and traffic control as needed.
- Addition of diagonal parking along 10th, and associated traffic control/permit.
- Minimize disturbance to site and maintain temporary irrigation system for trees and plantings to remain.
- Site sidewalk, bike paths, and serpentine seat walls with brick face and pre-cast cap.
- ADA Ramps with detectable warning plates on 10th street at Ute and Pitkin Avenue for proposed parking spaces; and at the corner of 9th and Pitkin Avenue to tie into existing storm drain.
- Underground utilities for drinking fountain, site electrical and storm drain.
- Export of Material is not anticipated at this time. An allowance of \$10,000 has been included for this item and will adjust as the design evolves.
- Site amenities include portable bathroom enclosure; dog waste station; trash and recycle receptacles; outside benches; and bike racks.
- Performance and Payment Bonds are included.
- Pricing excludes: Hazardous material testing, inspections or remediation for any materials found on site; prevailing wages; security system; cameras/video equipment; CDOT permits; service improvement fees; utility fees; traffic impact fees; sales tax.
- Winter protection/heat and dewatering not included in our proposal.
- Per email received from Dolly Daniels on Nov 7, 2023, Section 4.2.2 of the RFP is an oversight, and is not incorporated into our proposal package.

MUSCO SITE LIGHTING:

- Site lighting Not included in GMP, please see section 8.0 Additional Data.



Ford Construction Company, Inc.

560 25 Road

Grand Junction, CO 81505

Phone: (970) 245-9343

ADDITIONAL INFORMATION

SITE LIGHTING BY MUSCO

At your request, we have not included the project Site Lighting by Musco in our Base Bid. Musco's estimate includes design and permitting for their work. If the City of Grand Junction would like to incorporate the Site Lighting into the GMP, the estimate from Musco and addition fee would be added to the GMP.

Add Musco Site Lighting to Project: \$335,023.00

(Includes design, permitting, budget for cost of construction, insurance, and bonds)

Emerson Skate Park
Grand Junction, CO

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1, P4	50'	50'	4	TLC-LED-900	3.52 kW	A
P2,P3	50'	50'	3	TLC-LED-900	2.64 kW	A
W1-W8	4'	4'	1	CREE PWY	0.03 kW	B
12			22		12.09 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Skate Park	12.32 kW	14
B	Pathway	3.27 kW	8

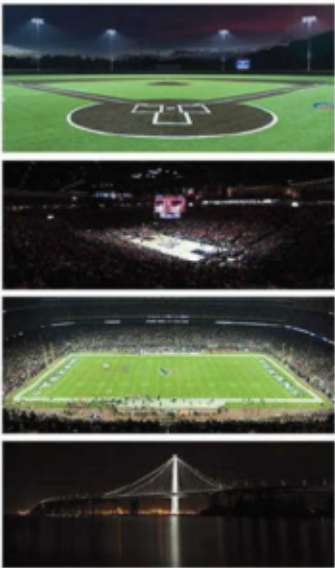
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L75	Quantity
CREE PWY	LED 5700K - 70 CRI	34W	2,894	—	—	—	8
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	14

Single Luminaire Amperage Draw Chart								
Driver (.90 min power factor)		Max Line Amperage Per Luminaire						
Single Phase Voltage	208 (80)	220 (80)	240 (80)	277 (80)	347 (60)	380 (60)	480 (60)	
Cree PWY	-	-	-	-	-	-	-	-
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3	

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination				Ave/Min	Circuits	Fixture Qty
		Ave	Min	Max	Max/Min			
150' Off-Set Spill	Horizontal Illuminance	0	0	0	0.00		A	14
150' Off-Set Spill	Max Candela Metric	36.3	0	389	0.00		A	14
150' Off-Set Spill	Max Vertical Illuminance Metric	0	0	0.01	0.00		A	14
Pathway	Horizontal Illuminance	0.13	0	24	0.00		B	8
Skate Park	Horizontal Illuminance	32.6	21	47	2.20	1.55	A	14

From Hometown to Professional



EQUIPMENT LIST FOR AREAS SHOWN									
Pole			Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	FOOTCANDLE RPT.	QTY / POLE	TYPE	WATT	OTHER	SPRS.
2	P1, P4	50'	-	50'	TLC-SD-900	4	4	0	
2	P2, P3	50'	-	50'	TLC-SD-900	3	3	0	
4						14	14	0	

Emerson Skate Park

Grand Junction, CO

GRID SUMMARY	
Name:	Skate Park
Size:	220' x 215'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade
ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average:	30
Scan Average:	32.61
Maximum:	47
Minimum:	21
Avg / Min:	1.53
Guaranteed Max / Min:	3
Max / Min:	2.20
UG (adjacent pts):	1.66
CU:	0.77
No. of Points:	81
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	14
Total Load:	12.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

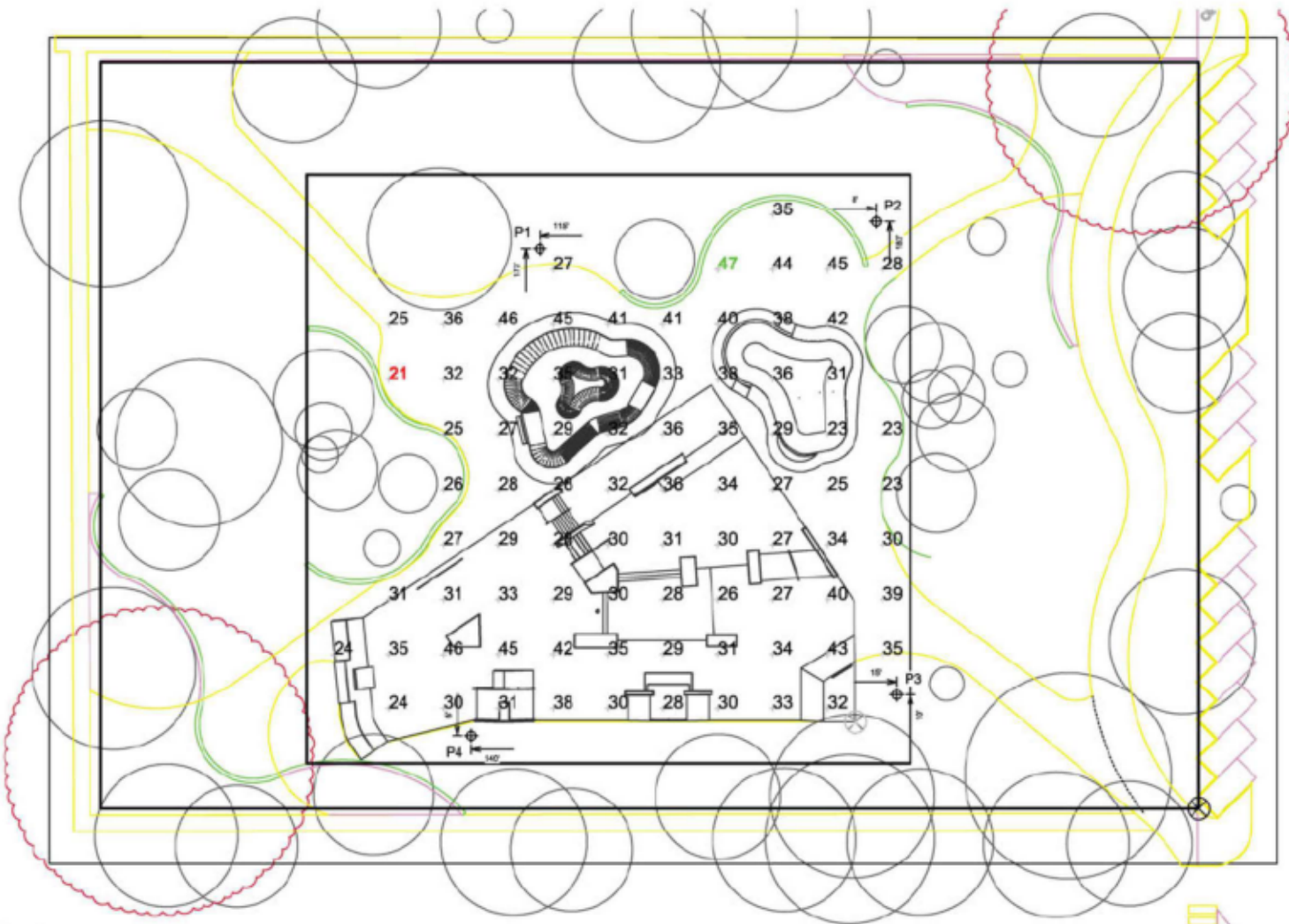
Electrical System Requirements: Refer to Ampsperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at live side of the driver and structures located within 3 feet (1m) of design locations.



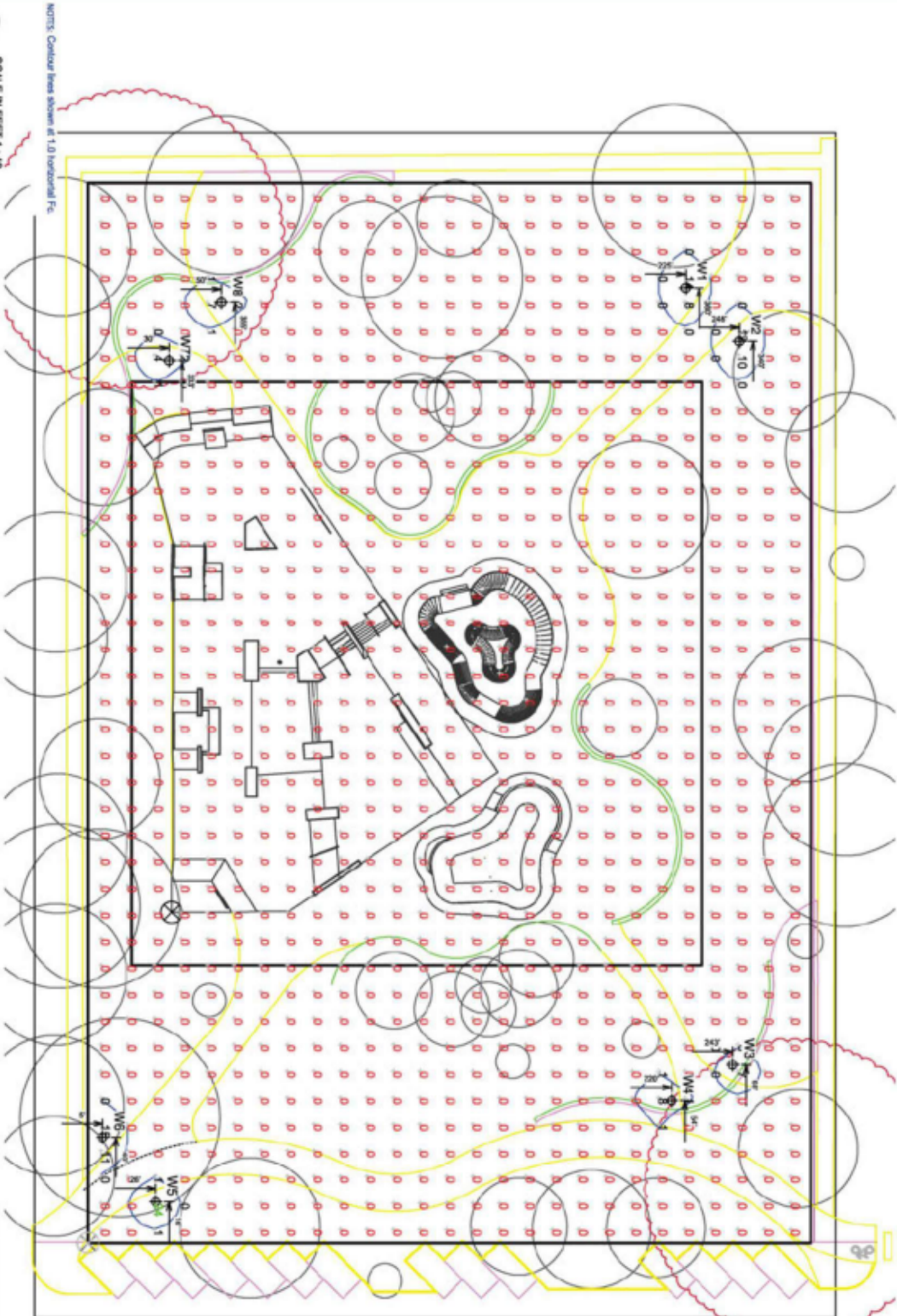
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ILLUMINATION SUMMARY



ENGINEERED DESIGN By: C.Hensley · File #228138A · 28-Jul-23

EQUIPMENT LIST FOR AREAS SHOWN									
Area		Quantity		Description		Notes		Comments	
1	W1	1	1	100W	100W	100W	100W	100W	100W
2	W2	1	1	100W	100W	100W	100W	100W	100W
3	W3	1	1	100W	100W	100W	100W	100W	100W
4	W4	1	1	100W	100W	100W	100W	100W	100W
5	W5	1	1	100W	100W	100W	100W	100W	100W
6	W6	1	1	100W	100W	100W	100W	100W	100W
7	W7	1	1	100W	100W	100W	100W	100W	100W
8	W8	1	1	100W	100W	100W	100W	100W	100W
9	W9	1	1	100W	100W	100W	100W	100W	100W
10	W10	1	1	100W	100W	100W	100W	100W	100W



NOTES: Contour lines shown at 1.0 horizontal ft.
 SCALE IN FEET 1" = 40'
 Pole location(s) dimensions are relative to 0.0 reference point(s)

Emerson Skate Park Grand Junction, CO

Name: Pathway
 Size: 400' x 213'
 Spacing: 10.0' x 10.0'
 Height: 0.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES	
Scan Average:	0.13
Maximum:	24
Minimum:	0
Avg / Min:	-
Max / Min:	-
UG Incident Foot:	1150.07
Cd:	0.75
No. of Poles:	1080
Applied Circuits:	8
No. of Luminaires:	8
Total Load:	0.27 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer calculated predictions and should be taken in accordance with IESNA SP-6-15.

Electrical System Requirements: Refer to Appendix Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume a 1% nominal voltage at the side of the driver and structures located within a foot (1m) of design locations.

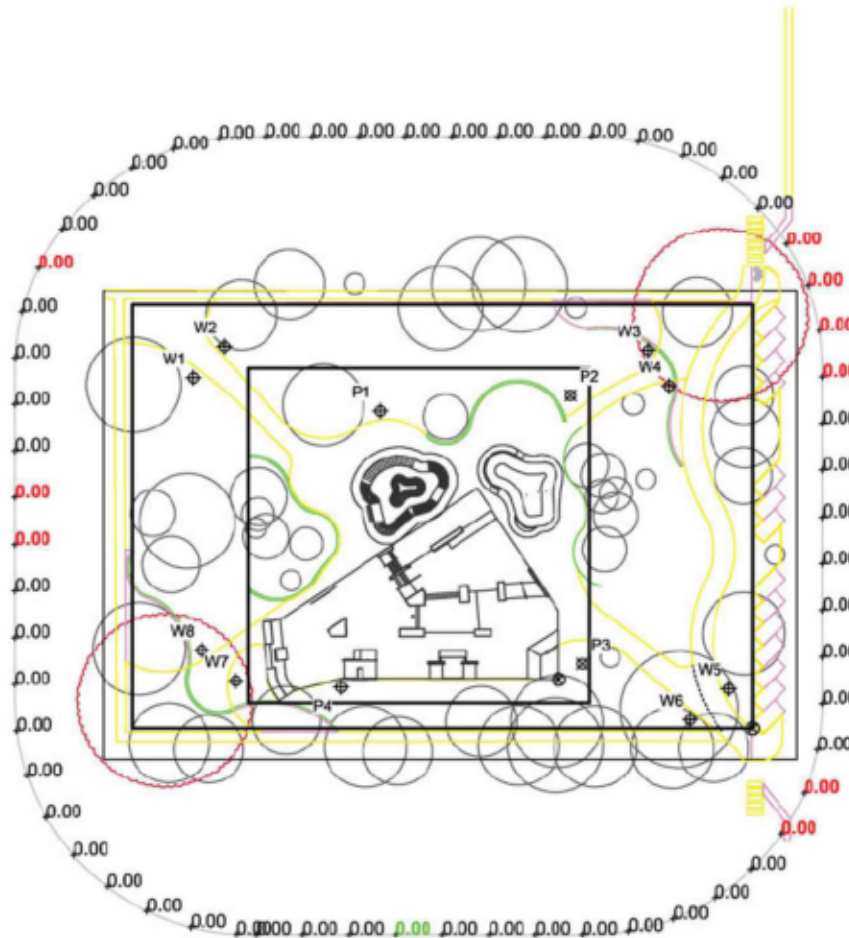
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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	TYPE / SPEC.
2	P1, P4	50'	-	50'	TLC-SD-900	4	4
2	P2, P3	50'	-	50'	TLC-SD-900	3	3
4	TOTALS					14	14



Emerson Skate Park Grand Junction, CO

GRID SUMMARY

Name: 150' Off-Set Spill
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

HORIZONTAL FOOTCANDLES

Entire Grid
Scan Average: 0.0001
Maximum: 0.00
Minimum: 0.00
No. of Points: 61

LUMINAIRE INFORMATION

Applied Circuits: A
No. of Luminaires: 14
Total Load: 12.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 80



ENGINEERED DESIGN By: C.Hensley · File #228138A · 28-Jul-23

Pole location(s) ⬢ dimensions are relative to 0.0 reference point(s) ⊗

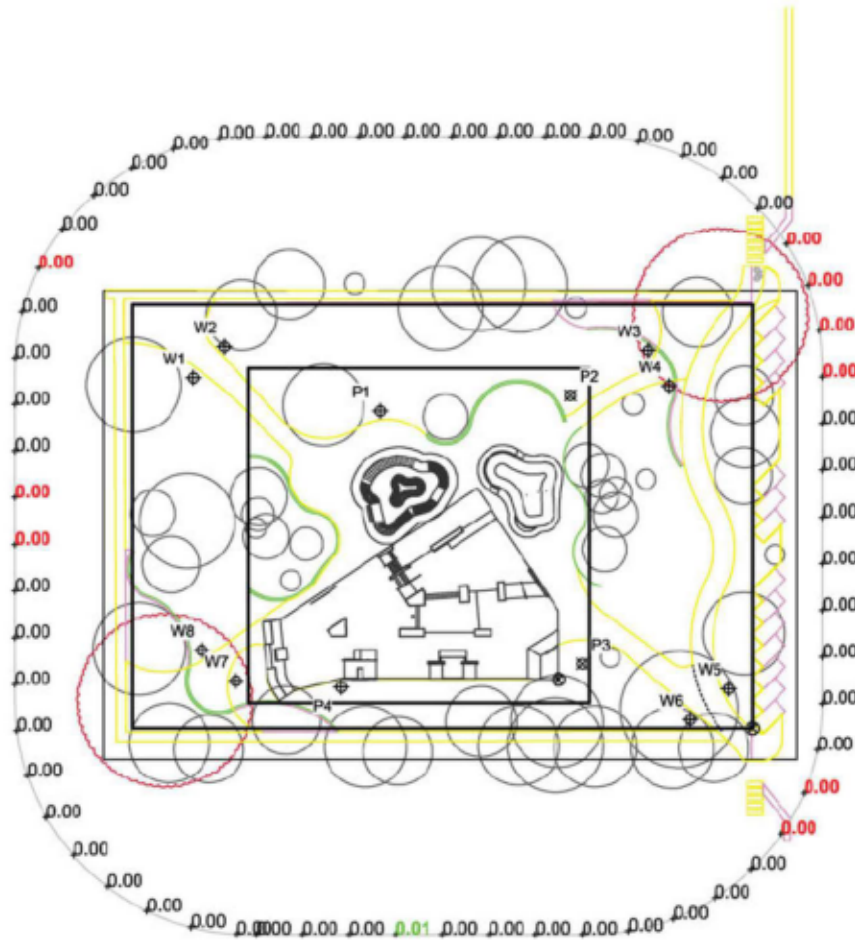


We Make It Happen.

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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	FOOTCANDLES	LUMINAIRE TYPE	QTY / POLE	TOTAL QTY	OTHER	SPRINK
2	P1, P4	50'	-	50'	TLC-SD-900	4	4	0	0
2	P2, P3	50'	-	50'	TLC-SD-900	3	3	0	0
4	TOTALS								0



Emerson Skate Park

Grand Junction, CO

GRID SUMMARY	
Name:	150' Off-Set Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
Scan Average:	0.0004
Maximum:	0.01
Minimum:	0.00
No. of Points:	61

LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	14
Total Load:	12.32 KW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: C.Hensley - File #228138A - 28-Jul-23

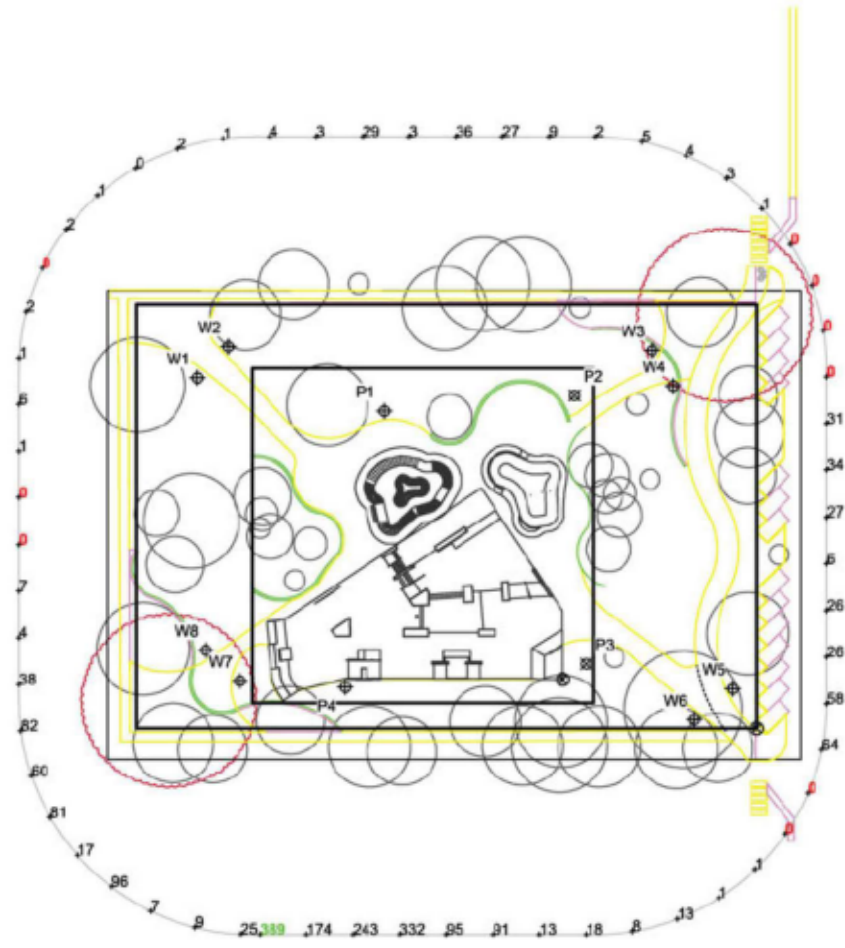
Pole location(s) dimensions are relative to 0,0 reference point(s)



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	ROCK/SPRINT HEIGHT	LUMINAIRE TYPE	QTY / POLE	TOTAL QTY	OTHER	SPRINT
2	P1, P4	50'	-	50'	TLC-SD-900	4	4	0	0
2	P2, P3	50'	-	50'	TLC-SD-900	4	4	0	0
4	TOTALS								0



Emerson Skate Park	
Grand Junction, CO	
GRID SUMMARY	
Name:	150' Off-Set Spill
Spacing:	30.0'
Height:	3.0' above grade
ILLUMINATION SUMMARY	
CANDELA (PER FIXTURE)	
Entire Grid	
Scan Average:	16.3383
Maximum:	388.86
Minimum:	0.00
No. of Points:	61
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	14
Total Load:	12.32 KW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Pole location(s) ⬢ dimensions are relative to 0,0 reference point(s) ⊗

Emerson Skate Park
Grand Junction, CO

EQUIPMENT LAYOUT

INCLUDES:
- Pathway
- Skate Park

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

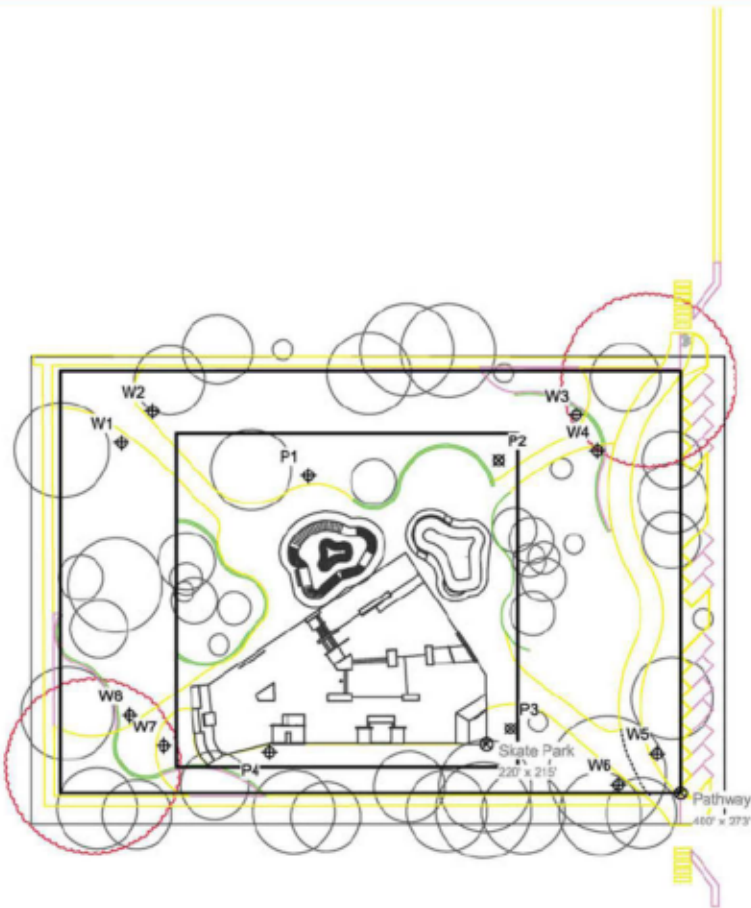
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	POLE HEIGHT	WATTAGE	LUMINAIRE		EFC
				HEIGHT	TYPE	
2	P1, P4	50'	-	50'	TLC-LED-900	4
2	P2, P3	50'	-	50'	TLC-LED-900	3
8	W1-W8	3.5'	-	3.5'	CRRE PWY	1
17	TOTALS					22

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (90% power factor)	Line Amperage Per Luminaire (max draw)							
	208V	230V	240V	277V	347V	380V	480V	
Single Phase Voltage	208V	230V	240V	277V	347V	380V	480V	
CRRE PWY	-	-	-	-	-	-	-	
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.1	



ENGINEERED DESIGN By: C.Hensley · File #228138A · 28-Jul-23

Pole location(s) ⬤ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LAYOUT



Cree Edge™
LED Bollard

IMPORTANT SAFEGUARDS

When using electrical equipment, basic safety precautions should always be followed including the following:

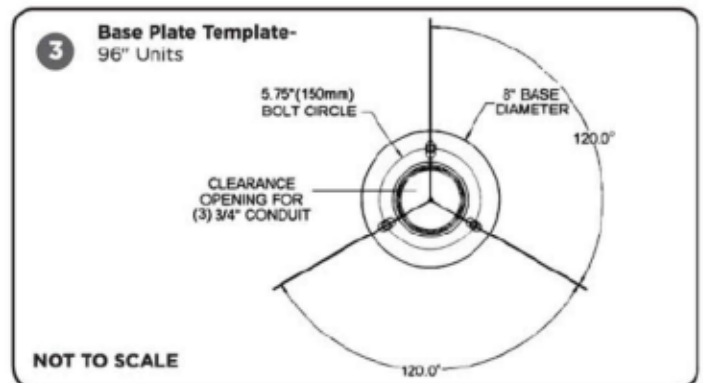
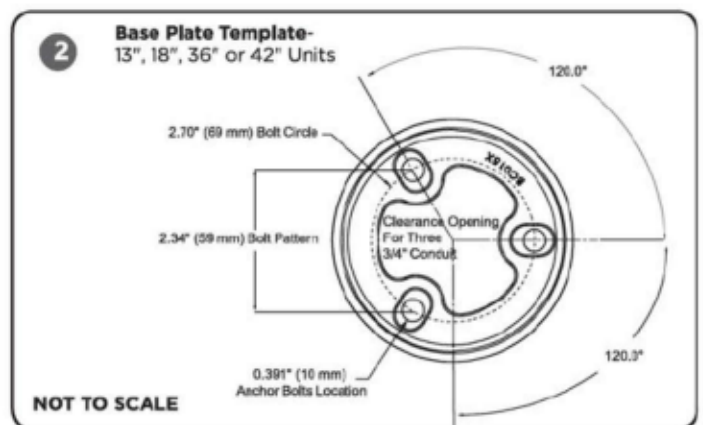
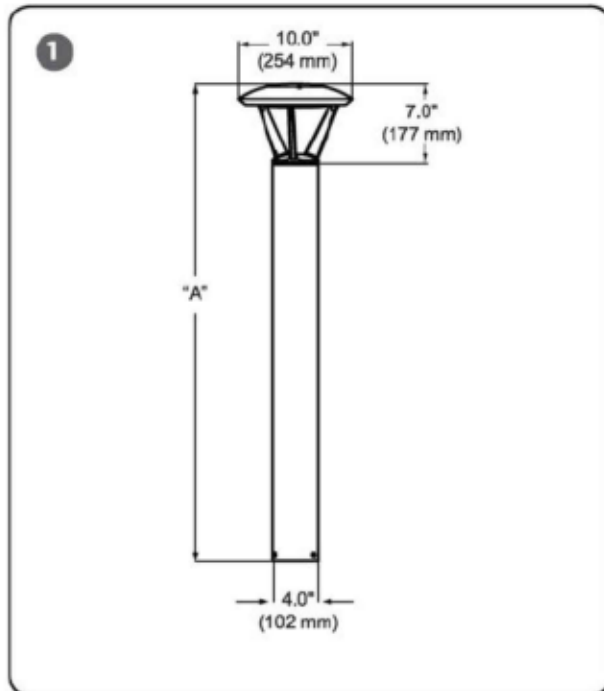
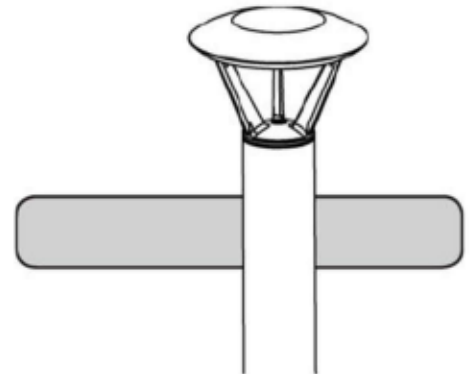
READ AND FOLLOW ALL SAFETY INSTRUCTIONS

1. To avoid the possibility of electrical shock, turn off power supply before installation or servicing. Installation and servicing should be performed by qualified personnel.
2. Product must be installed in accordance with NEC or your local electrical code. If you are not familiar with these codes and requirements, consult a qualified electrician.
3. This carton contains light fixture only. Anchor bolts and mounting template shipped separately

SAVE THESE INSTRUCTIONS FOR FUTURE REFERENCE

TO INSTALL:

INSTALLATION INSTRUCTIONS



FOUNDATION

MODEL	DIM. "A"	BASE PLATE
Landscape - 12	13"	SEE FIGURE 2
Landscape - 18	18"	
Pathway	36"	
Pathway	42"	
Pedestrian	96"	SEE FIGURE 3

STEP 1:

Foundation should be a minimum of 12 inches in diameter, finished, level and smooth, with a depth below grade of 24 inches.

NOTE: In areas where frost is imminent, consult a civil engineer for a recommended foundation detail.

STEP 2:

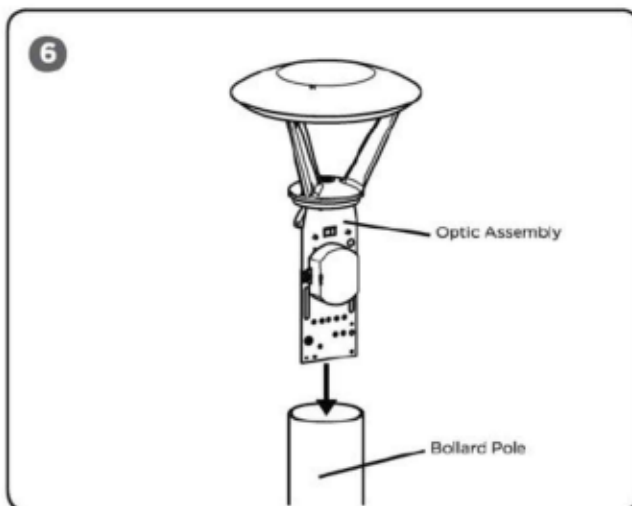
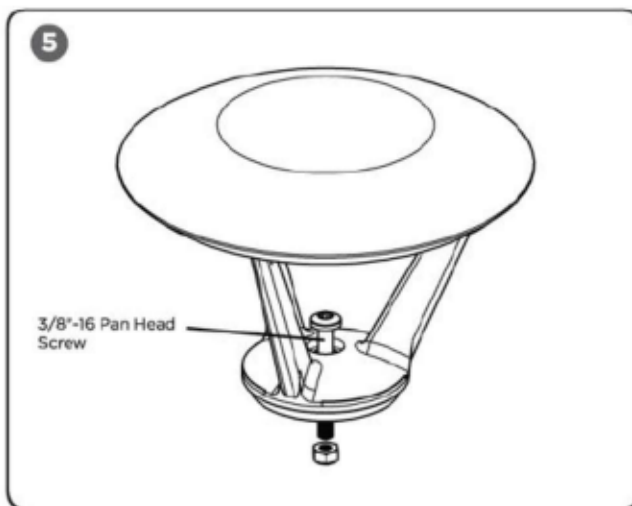
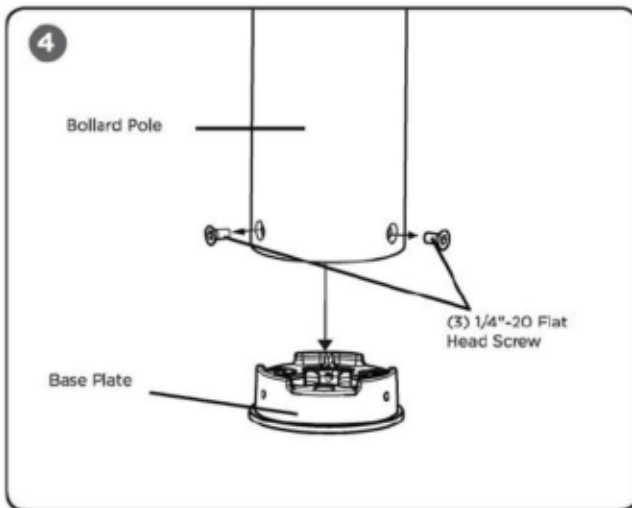
Depending in the height of the luminaire, there are two different base plates that are used. See **Figure 1** and the Table on the left to determine the base type. Review **Figure 2 and 3** verify base type.

IMPORTANT: Verify the base plate type before preparing the foundation.

STEP 3:

Provided are (3) 3/8 - 6" anchor bolts and mounting template (shipped separately). Use template to set anchor bolts at proper location (Note conduit entry allowance). Anchor bolts should project 2 inches above concrete.

NOTE: Bolt slots in fixture base allow for anchor bolt circle range of 2.84" (72 mm) maximum diameter to 2.45" (62 mm) minimum diameter. HOWEVER, conduit must always be directly centered within anchor bolts.



INSTALLATION FOR 13", 18", 36" OR 42" UNITS

STEP 1:

Remove base plate from the bottom of bollard pole by removing the (3) 1/4"-20 flat head screws at base of pole. See **Figure 4**.

STEP 2:

Remove all washers and nuts supplied on the anchor bolts and then place base plate over anchor bolts.

STEP 3:

Secure by placing a washer and nut on anchor bolts and tighten.

STEP 4:

Loosen 3/8"-16 pan head screw located at the arm base of optic assembly using a T-45 torx socket and ratchet. See **Figure 5**.

STEP 5:

Lift optic assembly from pole.

STEP 6:

Pull wires up through pole and then reattach pole to base with the (3) 1/4"-20 flat head screws removed in Step 1.

STEP 7:

Make wiring connections per **Electrical Connection** section.

STEP 8:

Reposition optical assembly onto pole and secure by torquing the 3/8"-16 pan head screw to 240 in-lb. See **Figure 6**.

INSTALLATION FOR 96" UNITS

STEP 1:

Remove all washers and nuts supplied on the anchor bolts and then place base plate and pole assembly over the anchor bolts.

STEP 2:

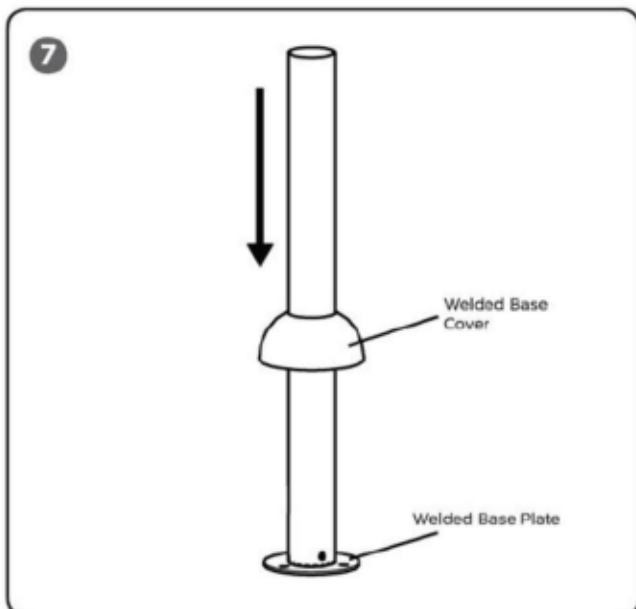
Secure by placing a washer and nut on anchor bolts and tighten.

STEP 3:

Loosen 3/8"-16" pan head screw located at the arm base of optic assembly using a T-45 torx socket and ratchet. See **Figure 5**.

STEP 4:

Lift optic assembly from pole and pull wires through.

**STEP 5:**

Slide the Welded Base Cover over the pole cover the Welded Base Plate. See **Figure 7**.

STEP 6:

Make wiring connections per **Electrical Connection** section.

STEP 7:

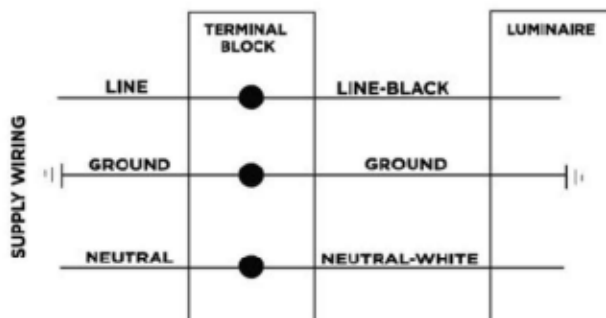
Reposition optical assembly onto pole and secure by torquing the 3/8-16 pan head screw to 240 in-lb. See **Figure 6**.

ELECTRICAL CONNECTIONS

STEP 1:

Make the following Electrical Connections to the terminal block:

- Connect the black luminaire lead to the line supply lead.
- Connect the white luminaire lead to the neutral supply lead.
- Connect the green/yellow luminaire lead to the supply ground lead.





Purchasing Division

ADDENDUM NO. 1

DATE: November 7, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Design Build Emerson Park Skate Park RFP-5311-23-DD

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

Please make note of the following clarifications:

1. **Clarification – Lighting/Electrical Permits:** The Design/Build Contractor will be responsible for acquiring, maintaining (including contacting the Building Department for Inspections), and closing out the necessary permits from Mesa County
2. **Clarification – Quality Control:** The Design/Build Contractor will be responsible for Quality Control testing of the concrete used on the site in accordance with the City of Grand Junction Standard Specifications for Road and Bridge Construction.
<https://www.gjcity.org/DocumentCenter/View/1147/Standard-Contract-Documents---SCD-PDF>
The City will perform Quality Assurance testing of the concrete used to verify materials are to spec.
3. **Clarification – Tree Canopy/Protection:** All designated trees shall be protected. The City will work with the selected Contractor to identify these trees and ensure that the design will protect Emerson Parks Mature Canopy. The Contractor will be expected to follow direction from the City's forestry team on best practices for tree protection. The Contractor does not need to provide a budget for tree removal or relocation as the work will be completed by the City of Grand Junction.
4. **Revised Solicitation Response Form:** Two Add Alternates are being included on the Solicitation Response Form for (1) Removal of Existing Restroom and (2) Removal of Existing Playground. Please submit the revised Solicitation Response Form with your proposal. (See Attached)

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer

City of Grand Junction, Colorado

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-5311-23-DD ADDENDUM #1

"Design Build Emerson Skate Park"

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

1) Cost Plus a Fixed Fee with a Guaranteed Maximum Price:

Fixed Fee \$ _____

WRITTEN: _____ **dollars.**

Guaranteed Maximum Price (fixed fee shall be included in GMP) \$ _____

WRITTEN: _____ **dollars.**

Add Alternate #1 Removal of Existing Restroom \$ _____

Written Add Alternate #1 _____ **dollars**

Add Alternate #2 Removal of Existing Playground \$ _____

Written Add Alternate #2 _____ **dollars**

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

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

This offer is 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 they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice.

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

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

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date



Purchasing Division

ADDENDUM NO. 2

DATE: November 9, 2023
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Design Build Emerson Park Skate Park RFP-5311-23-DD

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

Please make note of the following clarifications:

The Contractor will most likely need the following permits from the Mesa County building department:

- Electrical (building permit) - fees are unknown at this time - Contractor will be responsible for this fee.

The Contractor will most likely need the following permits from the City of Grand Junction:

- Planning Clearance - fees are unknown - City Parks will pay these fees and assist with application and approval process.
- Traffic Control permit - fees are unknown - Contractor will be responsible for this fee.
- Stormwater Construction permit (MS4) - no fees - City Parks will assist with application process.

The Contractor will most likely need the following permits from the State of Colorado:

- Stormwater Construction permit (CDPHE) - City Parks will pay this fee and assist with application process via CEOS.

A Fire Clearance permit should not be required. The above information may change depending upon the final design.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in blue ink that reads "Dolly Daniels".

Dolly Daniels, Senior Buyer
City of Grand Junction, Colorado



NOTICE OF AWARD

Date: December XX, 2023

Company: Ford Construction Company, Inc.

Project: Design Build Emerson Skate Park RFP-5311-23-DD

You have been awarded the City of Grand Junction Contract for Design Build Emerson Skate Park for a lump sum negotiated fee of **\$2,906,875.24**.

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

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

9F789E7D50544B5C
Duane Hoff, Jr. Contracts Administrator

SUPPLIER ACKNOWLEDGEMENT

Receipt of this Notice to Award is hereby acknowledged:

Company: Ford Construction Company, Inc.

By: *Amanda Decker*
70359448863C4EE...

Title: President

Date: 12/22/2023

RFP-5311-23-DD
DESIGN BUILD EMERSON SKATE PARK
PROPOSAL PACKAGE



**FORD CONSTRUCTION
COMPANY, INC.**

TEAM PAJN
SKATE PARKS

A ■ C ■ G

Austin Civil Group, Inc.

PREPARED FOR:





FORD CONSTRUCTION COMPANY, INC.

Nov 15, 2023

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

Re: RFP-5311-23-DD
Design/Build Emerson Skate Park
Proposal Package

Dear Dolly Daniels,

We would like to thank you for the opportunity to prepare the enclosed proposal for the Emerson Skate Park project and we look forward to being a part of the project team. We have always had great interest in projects that support and provide for our community. Over the years we have watched areas downtown be rebuilt, creating a safe place for all to gather. We are excited to see Emerson Park evolve into what will be a community landmark.

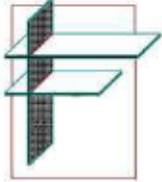
We have partnered with Team Pain to complete the design and build of the new skate park. Team Pain is a renowned specialist in their field with 30+ years of experience. Tim Payne, founder, and president of Team Pain is known for this direct involvement in each project. Ensuring the final design is developed with a focus on the Owner and Community.

Along with Team Pain we have partnered with Austin Civil Group to complete the design of the park improvements outside the skate park footprint. Mark Austin's knowledge and his design team's experience working with the City of Grand Junction bring to the table a key component to building a successful project.

If you have any questions, please don't hesitate to contact me at (970) 245-9343. Thank you for your time and consideration of our team.

Respectfully,

Amanda S Decker, President
adecker@fordconstruction.org



Ford Construction Company, Inc.
560 25 Road
Grand Junction, CO 81505
Phone: (970) 245-9343

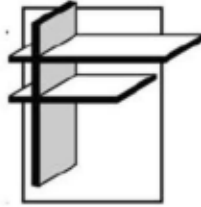
TABLE OF CONTENTS

PROPOSAL PACKAGE

RFP-5311-23-DD

DESIGN BUILD EMERSON SKATE PARK

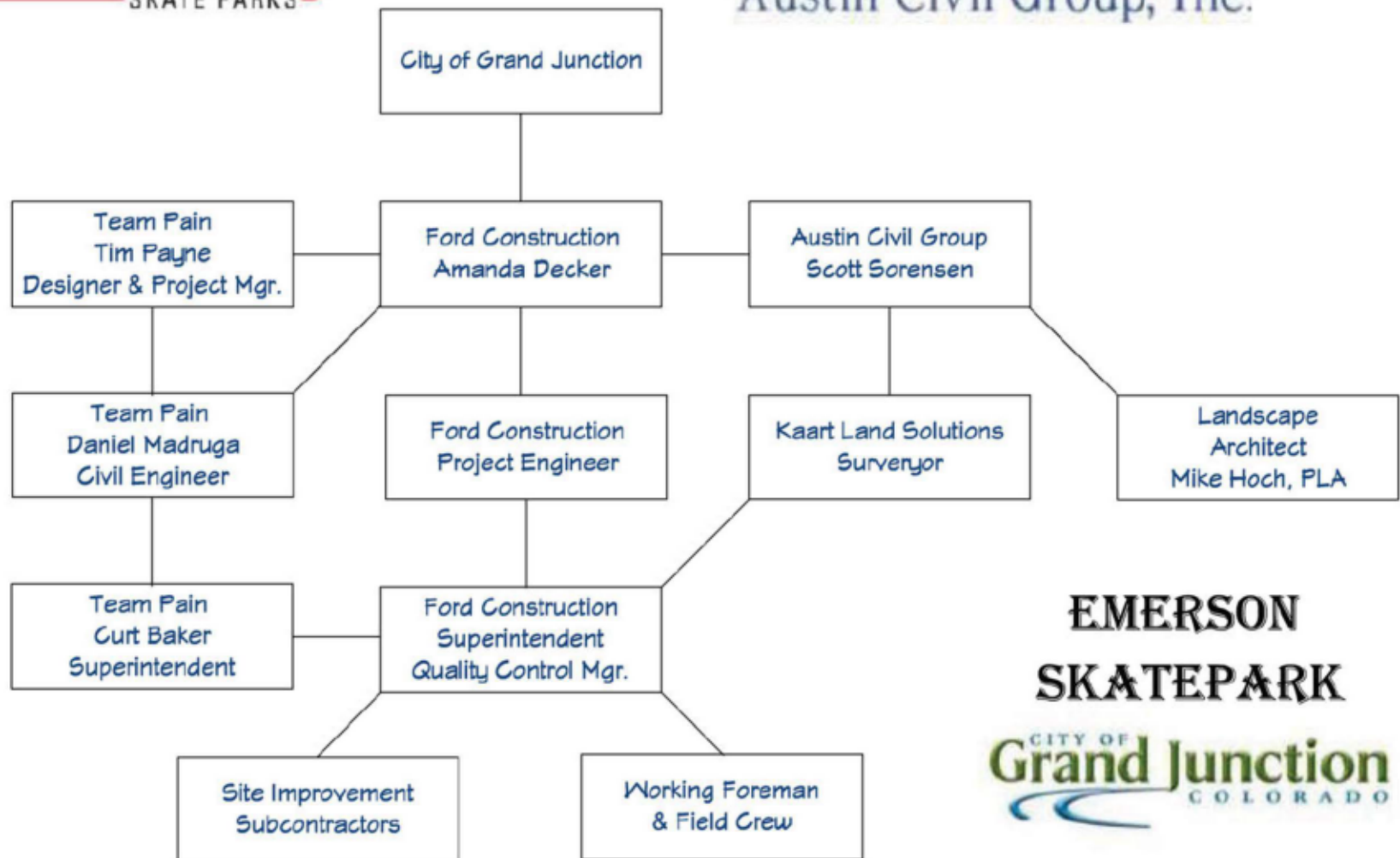
- 1. TEAM QUALIFICATIONS, EXPERIENCE & CREDENTIALS**
 - a. Project Team and Organization Chart
 - b. Prime Contractor: Ford Construction Company, Inc.
 - c. Skatepark Contractor: Team Pain
 - d. Site Improvements: Austin Civil Group
 - e. Land Surveyor: Kaart Surveying
 - f. Landscape Architect: Mike Hoch, PLA
- 2. STRATEGY AND IMPLEMENTATION PLAN**
 - a. Project Approach
 - b. Proposed Project Schedule
- 3. CURRENT AND ANTICIPATED WORKLOAD**
- 4. CAPABILITY & PERFORMANCE**
- 5. BONDING CAPACITY**
- 6. REFERENCES**
- 7. FEE PROPOSAL**
- 8. ADDITIONAL DATA – SITE LIGHTING MUSCO**



FORD CONSTRUCTION COMPANY, INC.

TEAM PAINE
SKATE PARKS

A • C • G
Austin Civil Group, Inc.



**EMERSON
SKATEPARK**
CITY OF
Grand Junction
COLORADO

FORD CONSTRUCTION CO., INC.

560 25 Road, Grand Junction, CO. 81505
Phone: (970) 245-9343 Fax: (970) 245-5090
Contact: Amanda Decker, President
Email: adecker@fordconstruction.org

A reputable General Contracting firm, providing professional construction services with sustainable design and showing progressive growth since it was established in 1992. Ford Construction Co., Inc. is a closely held WOSB business, owned and managed by Amanda Decker.



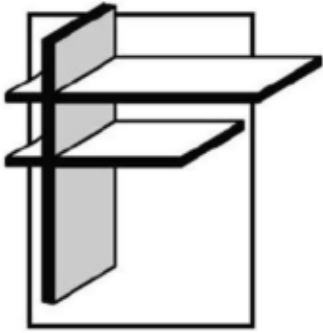
Providing a full range of construction services for public and private sectors including commercial and industrial buildings, construction of motels, convenience stores and office complexes. Utilizing structural steel, pre-cast/tilt-up concrete, pre-engineered metal buildings and conventional wood framed structures.

Offering services from CM/GC, early conceptual Design/Build to fully designed competitive bid.

Providing you with cost effective solutions to control costs of the project and ways to increase the value of your investment. Our team is here to guide you in the right direction.

MISSION STATEMENT

OUR TEAM AT FORD CONSTRUCTION DEVELOPS DREAMS WITH HEARTFELT PROFESSIONALISM AND QUALITY, BEING EVER MINDFUL THAT WE MUST BE GOOD STEWARDS OF CUSTOMER RESOURCES, DEMONSTRATING OUR FORTHRIGHT COMMITMENT TO INTEGRITY AND EXCELLENCE.



AMANDA S. DECKER

President

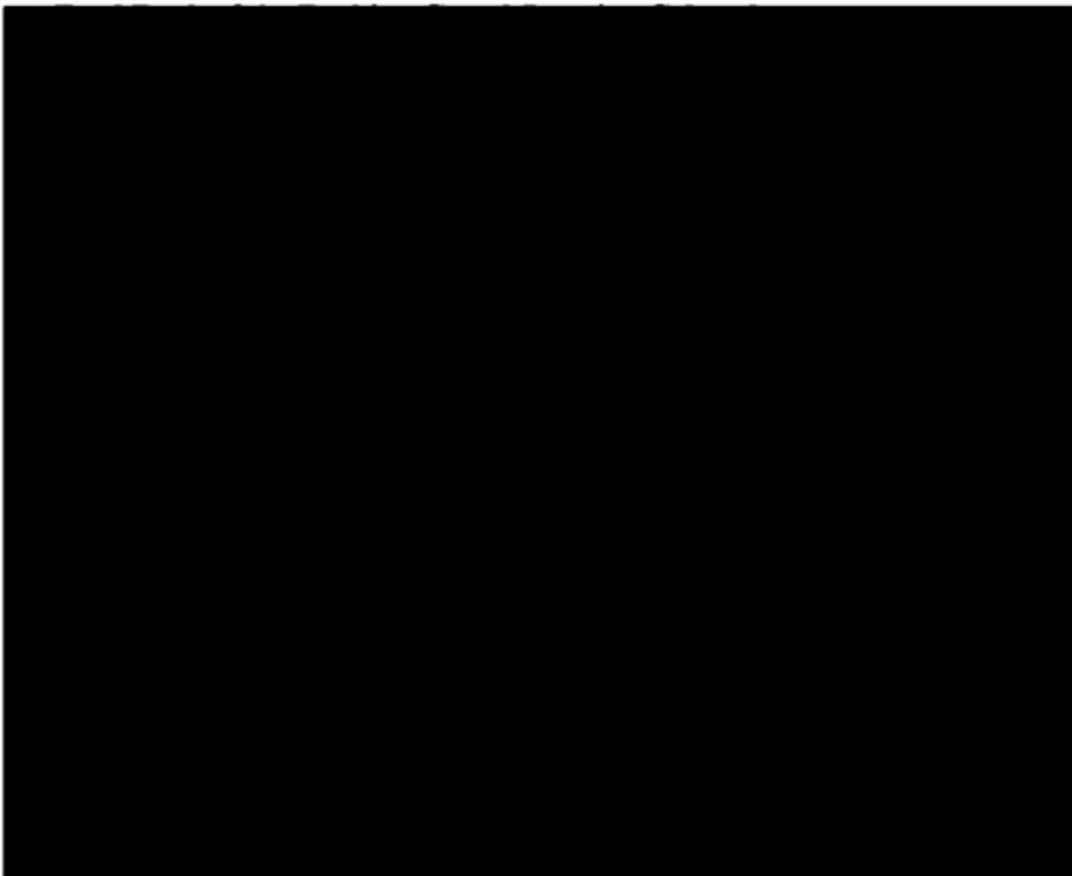
Ford Construction Company, Inc.

Construction Career Began: 2001

With Ford Construction Since: 2004

President of Ford Construction since 2018 Amanda brings something to the table at every stage of a project; knowledge of local and state governing requirements, from early conceptual (napkin), establishing a design, providing turn key proposal, and seeing projects through from the permitting process to final completion. Competitively bidding projects in both private and public sectors, including military since 2004, promoted to Senior Estimator in 2008. Continuing education in IBC. OSHA 10 HR and CPR

Projects Completed/In Progress

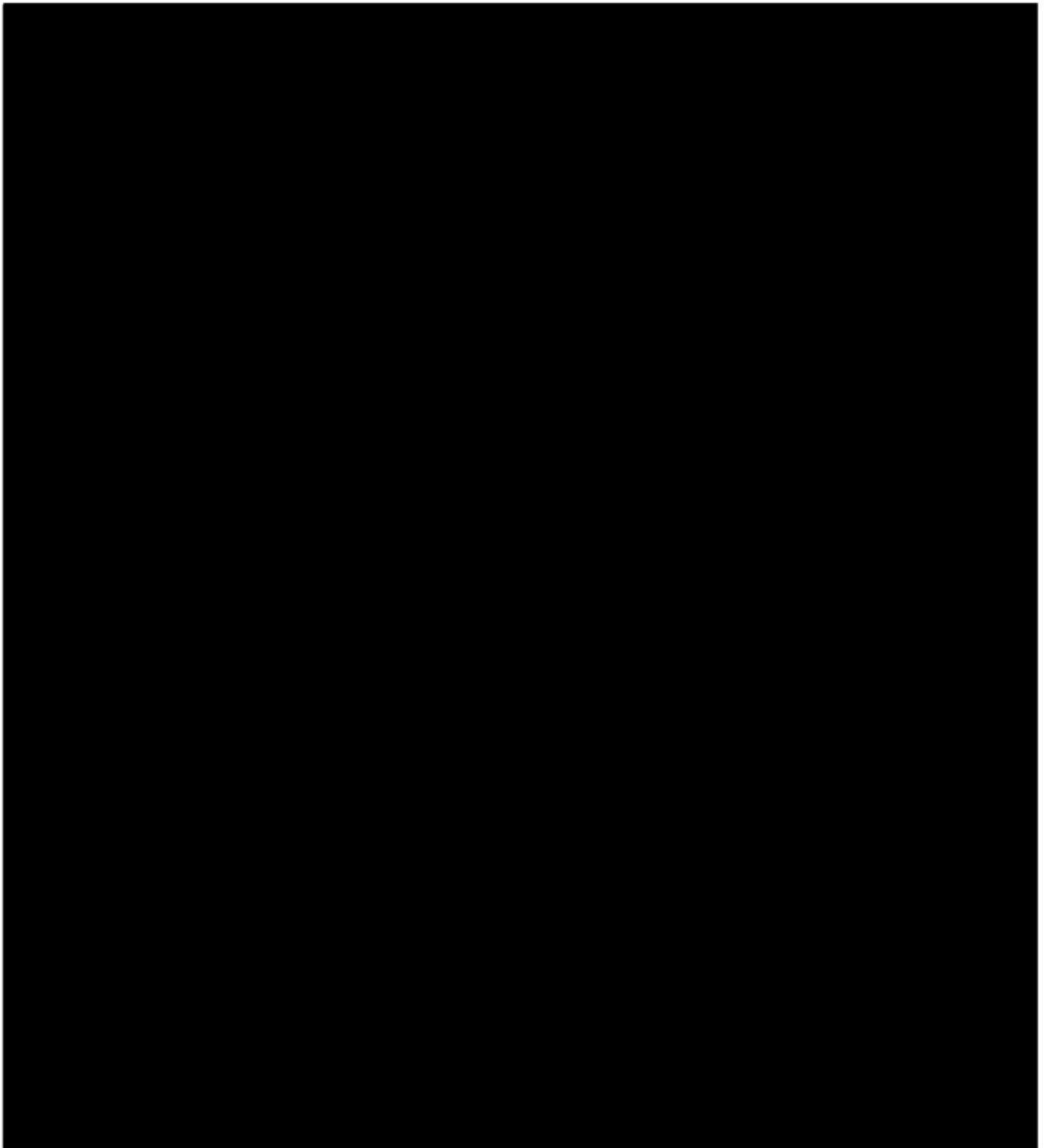




Ford Construction Company, Inc.

560 25 Road
Grand Junction, CO 81505
Phone: (970) 245-9343

**PAST PERFORMANCE
DESIGN/BUILD**



Team Pain is a nationally recognized Skate Park Design Build firm with over 30 years experience. The company has designed and constructed (26) successful concrete skate park facilities throughout the state of Colorado, with over 350 skate structures and skate parks worldwide. By creating custom skate parks and skate structures for municipal and government agencies, competition facilities, private sector, production companies for motion pictures and televised events for professional action sports athletes, they have provided environments that are diverse and well rounded for all levels of skill and disciplines.

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

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

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

KEY PERSONNEL

TEAM PAIN

SKATE PARKS



TIM PAYNE
FOUNDER | PRESIDENT
LEAD DESIGNER



BRIEF HISTORY

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

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

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

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

AWARDS & RECOGNITION

Highlighted

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

KEY PERSONNEL



CURT BAKER

CONSTRUCTION SUPERINTENDENT
DESIGNER

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NOTABLE PUBLICATIONS / RECOGNITIONS (highlighted)

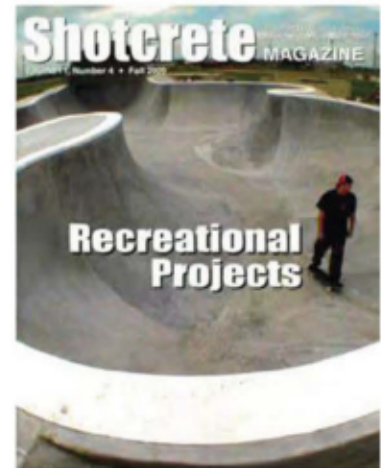
Landscape Architect Feb 2019



**The Wall Street Journal
May 19, 2012**



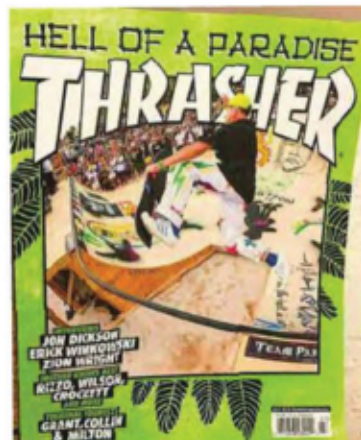
**Cover: Shotcrete Magazine
Fall 2009**



Time Magazine August 7, 2006



**Cover: Thrasher Skateboard Magazine
July 2018**



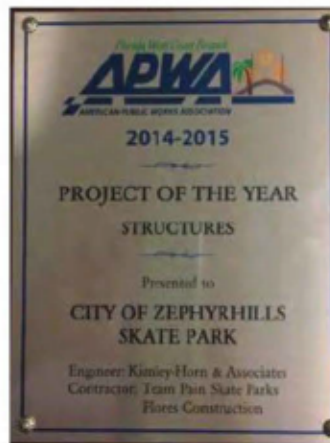
**2002 ASLA Colorado Chapter Merit
Award for Design**



**Tim Payne Lifetime
Achievement Award 2002**



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



**Florida Skateboard
Hall of Fame 2003**



EXPERIENCE - HIGHLIGHTED CONCRETE SKATE PARK PROJECTS

Location	Completed	Size	Features
City of Huntsville, Alabama	July 2023	52,000 sq.ft.	Street, 3 bowls, pool, snake run, 3/4 pipe
City of Tallahassee, Florida	June 2022	20,000 sq.ft.	Snake run & street plaza
City of Thornton, Colorado	December 2021	25,000 sq.ft.	Street, bowl and integrated pump track
City of Virginia Beach, Virginia	April 2021	30,000 sq.ft.	2 level street areas, bowl & snake run
City of Winter Haven, Florida	October 2020	17,000 sq.ft.	Flow bowl and street course
Town of Frederick, Colorado	September 2020	30,000 sq.ft.	Flow bowl, bowl, street course & full pipes
City of Minneola, Florida	May 2020	8,200 sq.ft.	Street & bowl
City of Fayetteville, North Carolina	January 2020	16,000 sq. ft.	Street & flow bowl
City of Lexington, North Carolina	July 2019	16,000 sq. ft.	Street, bowl, flow course
Town of Lyons, Colorado	July 2019	7,000 sq. ft.	Street, mini ramp
Arlington County, Virginia	April 2019	16,500 sq. ft.	Street, bowl, pool, flow bowl
City of Ocala, Florida	March 2019	10,000 sq. ft.	Street course
City of Eustis, Florida	October 2018	10,000 sq. ft.	Street, bowl
City of West Melbourne, Florida	August 2018	21,000 sq. ft.	Flow bowl, street course
City of Lamar, Colorado	June 2018	10,000 sq. ft.	Street, bowl
City of St. Petersburg, Florida	January 2018	28,000 sq. ft.	Bowl, pool, mini snake run, street course
Woodward Training Camp, Pennsylvania	May 2017	14,000 sq. ft.	Competition BMX park course
City of Jacksonville Beach, Florida	February 2017	23,000 sq. ft.	Bowl, street, snake run
City of Golden, Colorado	November 2016	21,500 sq. ft.	Full pipe, bowl, street, snake run
Town of Orange Park	August 2016	11,000 sq. ft.	Obstacle street course
Charleston County, South Carolina	May 2016	33,000 sq. ft.	Bowls, snake run & street course
City of Tampa, Florida	January 2016	17,000 sq. ft.	Replica of "Bro Bowl" & new street
Orange County, Florida	November 2015	8,000 sq. ft.	Street, bowl hybrid
City of Pueblo, Colorado	October 2015	23,000 sq. ft.	Street, bowls, transition hybrid
Town of Apex, North Carolina	August 2015	18,000 sq. ft.	Street, bowl
City of Zephyrhills, Florida	January 2015	8,000 sq. ft.	Bowl, street
Town of Breckenridge, Colorado	October 2014	18,000 sq.ft.	Bowls, Snake Run, Street, Art Elements
City of Loveland, Colorado	September, 2014	15,000 sq.ft.	Bowl, Snake Run, Street, Art Elements
Hillsborough County, Florida-Jackson Springs	January 2014	13,000 sq.ft.	Street, Ditch/flow hybrid
City of Port Orange, Florida	December 2013	13,000 sq.ft.	Renovation - Flow & beginners course
City of Lakeland, Florida	May 2013	25,000 sq.ft.	Street, Snake Run, Bowls, Sculptures
City of Gunnison, Colorado	November 2012	12,000 sq.ft.	Bowl, flow course, street
City of Virginia Beach, Virginia	October 2012	20,000 sq.ft.	Snake run, bowl, street course
City of Bradenton, Florida	August 2012	15,000 sq.ft.	Bowl, street
City of Wheat Ridge, Colorado	June 2012	12,000 sq.ft.	Bowl, street
Hillsborough County, Florida-Brandon	February 2012	11,000 sq.ft.	Bowl, street
Hillsborough County, Florida-Apollo	January 2012	12,000 sq.ft.	Street
City of Arvada, Colorado	December 2011	42,000 sq.ft.	Street, bowls, snake run
City of Northglenn, Colorado	July 2011	16,000 sq.ft.	Bowl, cradle, street
City of Lafayette, Colorado	December 2010	19,000 sq.ft.	Pool, bowl, snake run, street
City of Broomfield, Colorado	June 2010	12,000 sq.ft.	Pool, bowl, street
City of Arvada, Colorado	April 2010	5,000 sq.ft.	Skate spot
City of Steamboat Springs, Colorado	November 2009	9,600 sq.ft.	Bowl, street
Village of Roxborough, Colorado	August 2009	15,000 sq. ft.	Pool, bowl, street course
City of New Tampa, Florida	April 2009	15,000 sq. ft.	Bowl, street/flow course
City of Colorado Springs, Colorado	November 2008	40,000 sq. ft.	Street course, plaza, pools, bowls
City of Jacksonville, Florida	June 2008	8,000 sq. ft.	Street / flow course
St. Lucie Co. - Ft. Pierce, Florida	April 2008	13,000 sq. ft.	Street course with snake run
City of Antwerp, Belgium	November 2007	10,800 sq. ft.	Pool, bowl, full pipe
Charlotte Co. - Englewood, Florida	June 2007	18,000 sq. ft.	Bowls, Snake Run, Street
City of Antwerp, Belgium	September 2006	9,300 sq. ft.	Street Course
City of Naples, Florida	July 2006	13,500 sq. ft.	Snake run, Pool, Bowl
City of Kortrijk, Belgium	October 2005	8,000 sq. ft.	Bowl, Cradle, flow course
City of Cocoa Beach, Florida	May 2005	13,400 sq. ft.	Flow Course, Bowl, Cradle, Street
City of Powell, Ohio	October 2004	18,000 sq. ft.	Pool, Street, Beginner, Flow Course
City of Sarasota, Florida	October 2003	25,000 sq. ft.	Flow Course, Bowl, Pool, Street
City of Oviedo, Florida	June 2003	30,000 sq. ft.	Flow Course, Bowl, Street
City of Mason, Michigan	August 2002	12,500 sq.ft.	Flow Course
City of Lansing, Michigan	May 2002	18,000 sq. ft.	Flow course, street
City of Asheville, North Carolina	August 2001	20,000 sq.ft.	Flow course, street, bowl
City of St. Augustine, Florida	April 2001	25,000 sq.ft.	Flow course, street, bowl
City of North Port, Florida	January 2001	14,500 sq.ft.	Flow course, street, bowl
City of Aspen, Colorado	November 2000	17,000 sq.ft.	Flow course, bowls
Woodward East - Pennsylvania	April 2000	30,000 sq.ft.	Flow course
Town of Silverthorne, Colorado	August 1999	11,300 sq.ft.	Flow course, bowl



Mark Austin has been providing civil engineering services on the Western Slope since 2000. In 2005, Mark purchased the western slope office of RG Consulting Engineers, which he had been managing, and renamed it Austin Civil Group, Inc. (ACG). ACG provides municipal engineering services for the City of Grand Junction, Delta, and the Town of De Beque.

ACG has a proven track record for providing quality municipal, commercial, institutional, industrial, and residential civil engineering services. Our team of seasoned professionals has extensive experience working in the Western Colorado market for the past eighteen years. ACG's staff includes two registered professional engineers, two junior engineers and two civil designers. A cornerstone of our success has been our ability to provide high quality, cost effective design solutions that meet the needs of our clients.

ACG provides Town Engineering services for the City of Delta and Town of DeBeque, which includes support for budgeting and capital projects, development plan review, construction procurement and construction management support.

ACG's portfolio of commercial and institutional facilities includes Home 2 Hotel, Kohls Grand Junction, Regal Theaters Grand Junction, Grand Junction VW, Grand Junction Subaru, Water Conservancy District Headquarters Building, Grand Valley Rural Power Headquarters, Campus, Hilltop at The Commons, Monument Ridge Elementary School, Grand Junction High School, Monument Presbyterian Church, and the majority of all Colorado Mesa University Project completed since 2012.

The cornerstone to our firms success is being able to providing creative, quality engineering services that meet or exceed our clients expectations. Every project completed through our office will have the same personnel assigned from the concept level through construction.

Our past/present client list is extensive and consists primarily of repeat clients and clients that have referred our services to others. We encourage you to contact any of our clients to hear for yourself about our personal service, product quality and our ability to deliver design projects on time and within budget.





Kaat Land Solutions is a land surveying, planning, and landscape architecture company. Our surveyors specialize in topographic design surveys, property boundaries and new construction for residential, commercial and municipality projects. Kaat's survey staff utilizes the latest surveying technologies to provide clients with the highest quality of surveying and mapping products.

Our planners and landscape designers specialize in land planning, entitlement, urban design, and landscape architecture. Kaat has had the privilege of planning and designing many high-exposure park projects in the Grand Valley including the master plan and design of Las Colonias (both the park and Business Park) and the parks of Dos Rios in Grand Junction, Little Salt Wash Park in Fruita, and Long Family Community Park in Mesa County. We were also part of such teamwork and passion working on Canyon View Park, Eagle Rim Park, a Lincoln Park Master Plan, and many other parks. Public engagement efforts have been central to the success of our projects, and we believe stakeholder engagement drives design by revealing priorities that would otherwise be overlooked.



PROJECT APPROACH

Emerson Skate Park project will consist of approx. 22,000 square foot (plan view) skate park with associated site sidewalks, gathering areas and landscaping. The existing site contains many signature (mature) trees that will want to be persevered with the project. An existing restroom facility and playground equipment will be removed with the project. In addition, diagonal parking is proposed along the S 10th Street frontage and the existing S 10th Street bike lane will be relocated to travel through the project area. Listed below is a schematic project layout:



Schematic Layout

Ford Construction will represent the project team as the Prime Contractor, and in partnership with Team Pain and Austin Civil Group, will compete the design for the Emerson Skate Park.

Team Pain will design and build the skate park. Austin Civil Group (ACG) and the other consultants (surveying, landscaping, and irrigation) will complete the design of the project outside of the footprint of the skate park. Coordination with the skate park features will be understood and the site improvements will address any required skate park improvements.

Throughout construction, Team Pain and Ford Construction will work together, with support from ACG and consultants. Ford Construction will work directly with local trade subcontractors to complete the site improvements outside of the footprint of the skate park.

STRATEGY AND IMPLEMENTATION PLAN

It is our understanding the City of Grand Junction would like to retain the services of a qualified, professional design- build team to develop final plans, specifications, and cost estimates at 60% and 90% Owner review to prepare for construction documents and build out of Emerson Park. The design build team will also work with the City Forester to preserve the mature trees and maintain the canopy within the site. This information will be the basis for developing a destination skate park within Emerson Park.



The structure of our team allows each member to focus on their respective specialties while working together seamlessly to integrate all of the components necessary for skate park development. As part of the long collaborative relationship between Team Pain and Colorado based, Atwell Engineering, they have developed a good work flow on past projects that allow for the identification of critical issues and tailors the design to address any site issues. They will work with local General Contractor, Ford Construction Company, to prepare and complete the site work. Their familiarity and experience in the local area will be invaluable to the team and the success of this project. They will provide the general site scope of services including any site amenities that will be incorporated into the final project. As the Skate Park Specialist, this allows Team Pain to concentrate on the skate park design and construction scope to include quality control and on-site adjustments of the skateable features to enhance the final riding experience, while staying within the City's overall budget and time line.

Tim and his staff, will provide the skate park planning, design development and construction documents, as well as, the skate park construction, to ensure the final product is developed in relation to the final concept design and the Owner's final direction.

LEAD SKATE PARK DESIGNER & SKATE PARK CPM - Tim Payne, Founder & President of Team Pain Skate Parks, will have the overall responsibility for the final outcome of the skate park scope of work. He will work with the City of Grand Junction and the project team, to complete the skate park design and work with Civil Engineer, Daniel Madruga to complete the construction documents and specifications. Tim will oversee Team Pain's Construction Superintendents and staff members and collaborate with the project team and Owner throughout the entire design and construction process.

SKATE PARK PLANS & SPECIFICATIONS- Daniel Madruga of Atwell is a Colorado Licensed Civil Engineer with over 22 years experience designing commercial and recreational facilities, including (10) Colorado skate park projects with Team Pain. Daniel will work with Tim to develop the construction plans and produce the skate park technical specifications. He will design the overall site utilizing the survey of existing conditions, geotechnical reports and utility locates, as well as, ensure proper slopes for effective drainage are applied. He will work in close coordination with Tim and entire team and Owner staff to set the skate park into the site in order to develop the construction plans and submit for review milestones.

SKATE PARK CONSTRUCTION SUPERINTENDENT - Team Pain's Construction Superintendent, Curt Baker, will be responsible for managing the skate park construction site and the company's specialized construction staff, for the entire scope of specialty skate park construction. As a resident of Montrose, CO, Curt will be on site during the entire project and be available to attend weekly meetings or anytime the Owner and its stakeholders would like to meet and review the progress of the work.

STRATEGY AND IMPLEMENTATION PLAN

As a nationwide specialty contractor, we value the relationships formed on every skate park project. By working with local engineers, contractors, suppliers and vendors, not only does this provide our team with valuable insight of the area, it also contributes to local economic development which is so vital to all communities.

The following will illustrate our design and construction approach for this project:

DEVELOPMENT & CONSTRUCTION DOCUMENTS - Early integration of our team's engineer, Daniel Madruga, creates the opportunity for value engineering prior to finalizing the design and our commitment and experience with the design-build process leads project development to a smooth transition into the construction phase. We will take the concept and begin gathering all the information. We need all the survey work for Emerson Park updated, to confirm tree locations and utilities, sidewalks, curbs and utilities at the site. We will work on the integration for the skate park and new parking area while the landscape architect begins working on their portion of the work. We will provide plans for the skate park, demolition of the site, site protection and parking lot to prepare for percentage submittals at 60% and 90% for Owner reviews. Upon the City's final review and approval, this information will then be exported in DWG along with supportive cross-section information to prepare the technical specifications and develop the construction plans for review, approval, and permitting to move into the construction phase.

CONSTRUCTION PHASE - Prior to beginning the construction phase, Team Pain's Construction Superintendent, Curt Baker, will meet with the team and Owner for an on site pre-construction meeting. This meeting will be to review all aspects of logistics on the site to include any demolition, site access, staging and phasing areas of the project along with review of any site restoration after construction completion. Curt will be on site during the entire project and be available to attend weekly meetings or anytime the Owner and its stakeholders would like to meet and review the progress of the work. Team Pain will be a specialty sub-contractor to Ford Construction, who will perform all general contracting services including obtaining required permits, demolition, erosion control, stabilization and site protection for the perimeter of the work. Their site preparation work will include grading, drain line installation and storm water work along with any final amenities that are outside of Team Pain's specialty skate park construction scope of work. The work required to furnish and install all site work, testing and inspections will be in accordance with the final plans and specifications prepared by our team's engineer and approved by the City of Grand Junction's permit department.

Once the site work is complete, Team Pain's specialized personnel will mobilize onto the site to begin performing the entire poured-in-place specialty concrete work for the skate park, in accordance with the plans and specifications. Team Pain's parks are designed and built with a method that utilizes typical construction of the skate slabs and is implemented into the site by the team's engineer. This approach allows Team Pain's experienced crew to continuously perform quality control of the rideable features allowing the team to enhance the rideable environment in the field, while staying within budget and the original concept for a truly customized and optimal riding experience. Our team will participate in substantial and final completion inspections with City staff and stakeholders to ensure these walk through inspections will result in few, "punch list" items and provide more of an opportunity for a review of the project progress and confirmation of schedule prior to opening day.

PROJECT CLOSEOUT - As part of the close out process, we will deliver all maintenance and product MSDS to ensure proper & consistent products are used. We will provide a maintenance plan, to the Owner's staff, addressing daily, weekly and monthly maintenance of the skate park facility to ensure upkeep of the completed park.

Our commitment to providing our clients with a quality designed and constructed skate park is found in the 1 year warranty which will be provided from the date of final completion and acceptance.

Emerson Park Storm



EMERSON PARK- GRAND JUNCTION, CO
SCHEMATIC SITE FEATURES/MATERIALS



LOOP BIKE RACK
LANDSCAPE FORMS



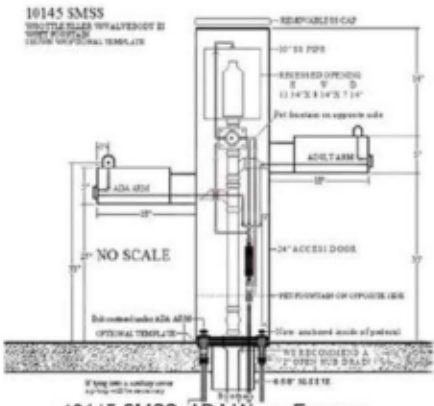
6' TEAK SILHOUETTE BENCH
BARCO PRODUCTS



DOG WASTE STATION
DOG WASTE DEPOT



CASSIDY 45 GALLON TRASH & RECYCLE
BARCO PRODUCTS



10145 SMSS ADA WATER FOUNTAIN
MOST DEPENDABLE FOUNTAINS



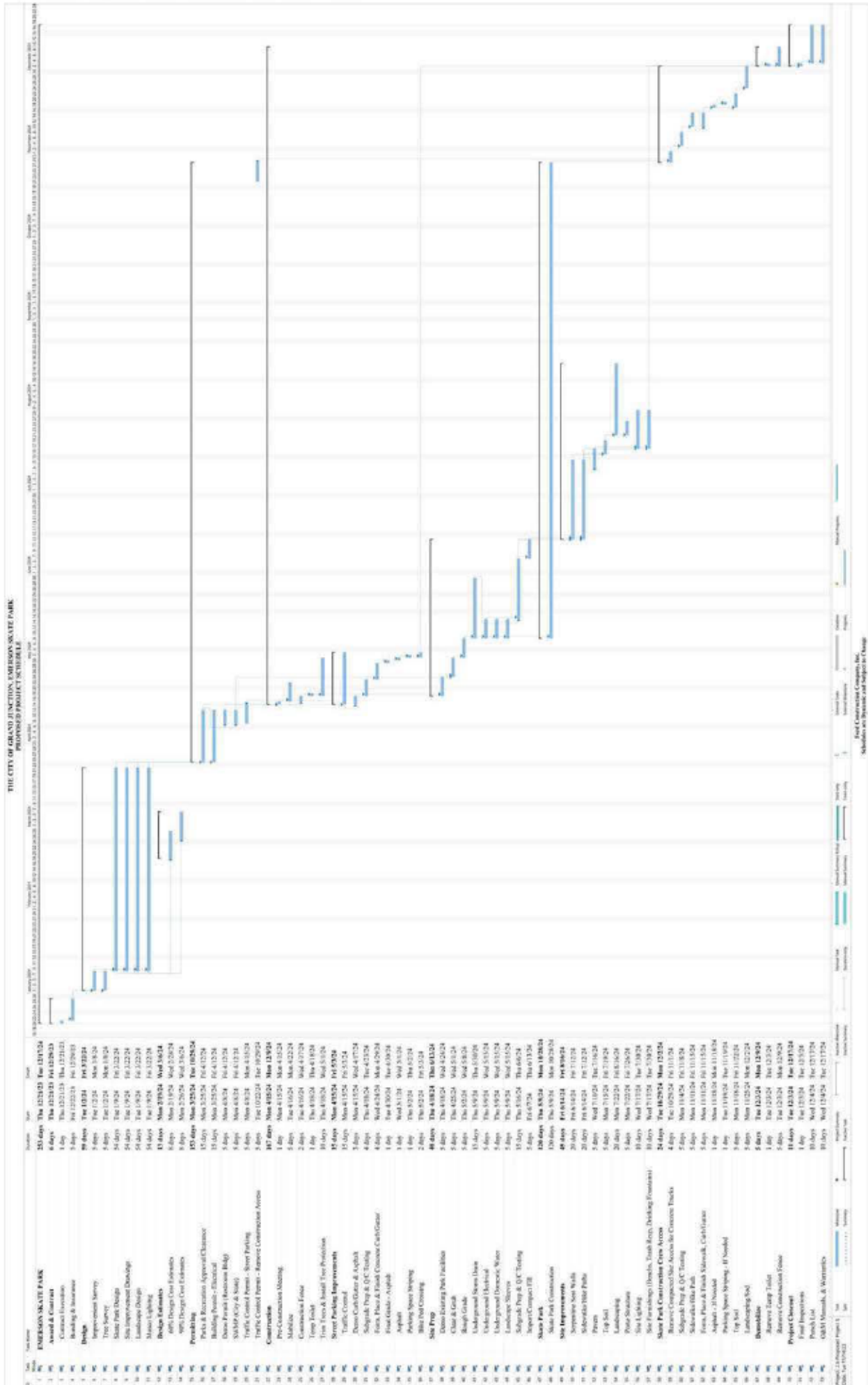
SEATWALLS & SITEWALLS
DELTA BRICK COMPANY



COLORLED CONCRETE SEATWALLS
DAVIS MIAMI BUFF



PORTO SCREEN STRUCTURE
CITY OF GRAND JUNCTION



PROJECT TEAM CURRENT AND ANTICIPATED WORKLOAD

Emerson Skate Park, project schedule has an anticipated start date for design no later than January 2, 2024, with project site improvements to start no later than Spring of 2024, once required permits and clearances are obtained. Please reference proposed project schedule.



FORD CONSTRUCTION
COMPANY, INC.

Design administration and oversight, ready to begin no later than January 2, 2024.

Construction Team, ready to mobilize and begin work Spring 2024, once approval is received from City Parks and Recreation. With project completion no later than December 2024.



Design Team, ready to begin design no later than January 2, 2024. With completion of As-Builts at project completion.

Project Manager, ready to coordinate with project site improvement crew, once approval is received from City Parks and Recreation, Spring 2024.

Construction Team, ready to mobilize and begin work Summer 2024, once site improvements are ready.



Austin Civil Group, Kaart Surveying, and Mike Hoch PLA, ready to begin design no later than January 2, 2024. Continue to work with the project team throughout construction.

City of Grand Junction, Colorado

SECTION 7.0: SOLICITATION RESPONSE FORM**RFP-5311-23-DD ADDENDUM #1****"Design Build Emerson Skate Park"***Offeror must submit the entire Form completed, dated, and signed.***1) Cost Plus a Fixed Fee with a Guaranteed Maximum Price:****Fixed Fee \$** 579,647.00**WRITTEN:** Five Hundred Seventy Nine Thousand Six Hundred Forty Seven Dollars 00/100 dollars.**Guaranteed Maximum Price (fixed fee shall be included in GMP) \$** 2,716,536.00**WRITTEN:** Two Million Seven Hundred Sixteen Thousand Five Hundred Thirty Six 00/100.... dollars.**Add Alternate #1 Removal of Existing Restroom** **\$** 6,000.00**Written Add Alternate #1** Six Thousand Dollars 00/100..... dollars**Add Alternate #2 Removal of Existing Playground** **\$** 8,000.00**Written Add Alternate #2** Eight Thousand Dollars 00/100..... dollars

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

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

This offer is 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 they are a legal agent of the Offeror, authorized to represent the Offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- City of Grand Junction payment terms shall be Net 30 days.
- Prompt payment discount of N/A percent of the net dollar will be offered to the Owner if the invoice is paid within N/A days after the receipt of the invoice.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents. State number of Addenda received: 1 & 2

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

Ford Construction Company, Inc.

Company Name – (Typed or Printed)

Amanda S Decker

Digitally signed by Amanda S

Decker

Date: 2023.11.15 08:07:12 -07'00'

Authorized Agent Signature

560 25 Rd

Address of Offeror

Grand Junction, CO 81505

City, State, and Zip Code

Amanda S Decker, President

Authorized Agent – (Typed or Printed)

(970) 245-9343

Phone Number

adecker@fordconstruction.org

E-mail Address of Agent

Nov 15, 2023

Date

**EMERSON SKATE PARK
DESIGN/BUILD - GMP**
Ford Construction Company, Inc
Nov 15 2023

	Quantity	Unit	Notes	Unit Cost	Total Cost
PERMITTING & CONSTRUCTION					
Permitting					
1 Mesa Co Building Permit - Demo Permit	1	EA		\$ 50.00	\$ 50.00
2 Grand Junction Planning - Planning Clearance	1	EA	Fee's Not Included, Paid Direct by GJ	\$ -	\$ -
3 Grand Junction Fire Dept - Fire Clearance	1	EA	Fee's Not Included, Paid Direct by GJ	\$ -	\$ -
4 Stormwater Permits (City & State)	2	EA	Fee's Not Included, Paid Direct by GJ	\$ -	\$ -
Permitting Sub-Total					\$ 50.00
Site Improvements					
5 General Conditions	9	MO	Prj Mang; Const Fence; Temp Facilities	\$ 19,093.67	\$ 171,843.00
6 QC Testing	1	LS	Allowance, Site Compaction/Concrete	\$ 13,500.00	\$ 13,500.00
7 Remove Asphalt, Curb & Gutter & Sidewalk	1	LS	Proposed Parking, StormDrain Tie-In	\$ 13,563.00	\$ 13,563.00
8 Remove Building	1	LS	Alternate #1, See Bid Form	\$ -	\$ -
9 Remove Playground Equipment	1	LS	Alternate #2, See Bid Form	\$ -	\$ -
10 Civil Contractor - Mobilization	1	LS		\$ 8,000.00	\$ 8,000.00
11 Site Erosion Control & Tree Protection	1	LS		\$ 8,000.00	\$ 8,000.00
12 Clear & Grub, Rough Grading	1	LS		\$ 25,500.00	\$ 25,500.00
13 Subgrade Compaction	1	LS		\$ 27,062.00	\$ 27,062.00
14 Export of Material	1	LS	Allowance, If Required	\$ 10,000.00	\$ 10,000.00
15 Import of Material	1	LS	Asphalt, Concrete, Skatepark, Bedding Matl	\$ 56,707.00	\$ 56,707.00
16 Underground Utilities	1	LS	Domestic Water, Storm Drain, Electrical	\$ 48,590.00	\$ 48,590.00
17 Asphalt & Traffic Control/Permit	1	LS	Asphalt, Stipping, & Traffic Control/Permit	\$ 80,699.00	\$ 80,699.00
18 Tree Trimming	1	LS	Licensed Arborist	\$ 20,500.00	\$ 20,500.00
19 Landscaping	1	LS	Irrigation Temp/Permanent, Plantings/Grass	\$ 41,000.00	\$ 41,000.00
20 Concrete Contractor - Mobilization	1	LS		\$ 1,500.00	\$ 1,500.00
21 Concrete Curb & Gutter	945	LF		\$ 29.54	\$ 27,911.00
22 Concrete Sidewalk/Bike Paths	15,145	SF		\$ 8.61	\$ 130,392.00
23 Concrete ADA Ramp	3	EA	Includes Detectable Warning Plates	\$ 6,741.33	\$ 20,224.00
24 Seatwalls w/Prep Cast Caps	1,962	SF	Serpentine Walls, Brick with Cap	\$ 67.33	\$ 132,092.00
Site Improvements Sub-Total					\$ 837,083.00
Site Amenities					
25 Portable Bathroom Enclosure	1	EA	Basis of Design, RFP	\$ 3,000.00	\$ 3,000.00
26 Dog Waste Station	2	EA	Basis of Design, RFP	\$ 280.00	\$ 560.00
27 Trash Receptacle	4	EA	Basis of Design, RFP	\$ 1,677.50	\$ 6,710.00
28 Recycle Receptacle	2	EA	Basis of Design, RFP	\$ 1,677.50	\$ 3,355.00
29 Outside Bench	6	EA	Basis of Design, RFP	\$ 1,370.67	\$ 8,224.00
30 Water Drinking Fountain/Bottle Filler	1	EA	Basis of Design, RFP	\$ 1,500.00	\$ 1,500.00
31 Bike Rack	6	EA	Basis of Design, RFP	\$ 673.83	\$ 4,043.00
32 Lighting	1	LS	See 8.0 Additional Data	\$ -	\$ -
Site Amenities Sub-Total					\$ 27,392.00
Skate Park					
33 Fine Grading	21,425	SF		\$ 11.08	\$ 237,472.00
34 Forming Materials	21,425	SF		\$ 16.63	\$ 356,291.00
35 Rebar	21,425	SF		\$ 6.65	\$ 142,484.00
36 Concrete	21,425	SF		\$ 16.07	\$ 344,254.00
37 Metal/Welding Work	21,425	SF		\$ 4.99	\$ 106,863.00
38 Concrete Testing	1	LS		\$ 5,000.00	\$ 5,000.00
39 Travel/Housing	1	LS		\$ 80,000.00	\$ 80,000.00
Skate Park Sub-Total					\$1,272,364.00
PERMITTING & CONSTRUCTION TOTAL					\$2,136,889.00
DESIGN & PROJECT FEE					
Design, Insurance, Bonds, Fixed Fee					
40 Design & Project Fee	1	LS		\$579,647.00	\$ 579,647.00
Design & Project Fee					\$ 579,647.00
PROJECT GMP					
CONSTRUCTION TOTAL					\$2,136,889.00
DESIGN & PROJECT FEE					\$ 579,647.00
					\$2,716,536.00

FEE PROPOSAL CLARIFICATIONS

Acknowledgement of Addendums: 1 and 2

PERMITTING PROCESS CLARIFICATIONS:

- Project review and approval process for permits and clearances to proceed with work are to be obtained by City Parks and Recreation. If formal review by the City of Grand Junction Planning and Engineering Department is required, there will be a schedule and cost impact, moving out the project start/completion date, with additional engineering hours/fees.
- Electrical permit for site electrical to be obtained by Ford Construction.

TEAM PAIN GMP CLARIFICATIONS:

- Team Pain has included all design and construction cost for the completion of the Skate Park to be built at Emerson Park, in Grand Junction, CO.
- Design includes development of construction documents and specifications.
- Construction includes fine grading within the skate park footprint. Concrete forming materials, re-bar, concrete, and associated metal work/welding.
- Quality Control testing of concrete placed within the footprint of the skatepark.
- Travel and housing.
- Sales taxes are not included.

AUSTIN CIVIL GROUP GMP CLARIFICATIONS:

- ACG has included fees for topographical and boundary survey, landscaping, and irrigation design. The fees provided are design-build fees which takes the project from design through completion of the project;
- ACG has NOT included fees for the completion of a Traffic Study Report nor any CDOT access permitting for the project. If these services are found to be required additional fees will be required;
- ACG understands that a subsurface investigation report has already been prepared and these services are not required;
- ACG understands that site lighting & electrical service will be provided by others (Musco);
- ACG assumes that NO City of Grand Junction planning review or approval is required of the project;
- ACG assumes that all site layout, grading, drainage, utility work, landscaping and irrigation outside of the skate park footprint will be responsibility of ACG;
- ACG assumes only off-site parking along S 10th Street and the relocation of the bike path will be required of the project. No other off-site improvements will be required of the project;
- ACG assumes three (3) team coordination meetings throughout the design period of the project;
- ACG has included fees to prepare a civil site plan, grading and drainage plan, utility composite plan, landscape plan and irrigation design plan;
- ACG assumes tree survey to be provided by the City of Grand Junction;
- ACG has included fees to prepare an engineer's construction cost estimate;
- ACG assumes that stormwater detention/retention is required of the project. On the other than, since it is expected that site disturbance is greater than 1-acre that water quality measures are required. It is assumed water quality will be provided by means of a storm interceptor in lieu of a landscape depressed basin with outlet structure;

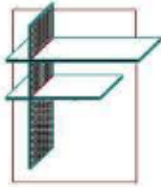
- ACG has included fees to prepare a Stormwater Management Plan for construction. Per Addendum #2 City Parks will assist in the CDPHE permitting, therefore, no fees Provided for permitting;
- ACG has included fees for construction administration and oversight;

FORD CONSTRUCTION COMPANY, INC. GMP CLARIFICATIONS:

- Included fees to obtain Building Permit for Site Electrical
- Included labor to work with City Rep to obtain Planning Clearance; Traffic Control Permits; and MS4. Fees to be paid for direct by the City of Grand Junction.
- Included labor to work with the City of Grand Junction to obtain CDPHE permit. Fees to be paid for direct by the City of Grand Junction.
- Has NOT included cost associated with obtaining Fire Clearance from the City of Grand Junction Fire Department.
- Included an allowance of \$13,500 for third-party Quality Control testing, for site compaction, and concrete slump and strength tests. If the City would prefer to hire third-party QC direct, we would be copied with test results for project records.
- Construction fencing of the site perimeter for safety and site security.
- Third-party site security is NOT included at this time.
- Removal of existing park facilities, including playground equipment and restroom building.
- Tree Trimming of mature trees on site by licensed arborist, and traffic control as needed.
- Addition of diagonal parking along 10th, and associated traffic control/permit.
- Minimize disturbance to site and maintain temporary irrigation system for trees and plantings to remain.
- Site sidewalk, bike paths, and serpentine seat walls with brick face and pre-cast cap.
- ADA Ramps with detectable warning plates on 10th street at Ute and Pitkin Avenue for proposed parking spaces; and at the corner of 9th and Pitkin Avenue to tie into existing storm drain.
- Underground utilities for drinking fountain, site electrical and storm drain.
- Export of Material is not anticipated at this time. An allowance of \$10,000 has been included for this item and will adjust as the design evolves.
- Site amenities include portable bathroom enclosure; dog waste station; trash and recycle receptacles; outside benches; and bike racks.
- Performance and Payment Bonds are included.
- Pricing excludes: Hazardous material testing, inspections or remediation for any materials found on site; prevailing wages; security system; cameras/video equipment; CDOT permits; service improvement fees; utility fees; traffic impact fees; sales tax.
- Winter protection/heat and dewatering not included in our proposal.
- Per email received from Dolly Daniels on Nov 7, 2023, Section 4.2.2 of the RFP is an oversight, and is not incorporated into our proposal package.

MUSCO SITE LIGHTING:

- Site lighting Not included in GMP, please see section 8.0 Additional Data.



Ford Construction Company, Inc.

560 25 Road

Grand Junction, CO 81505

Phone: (970) 245-9343

ADDITIONAL INFORMATION

SITE LIGHTING BY MUSCO

At your request, we have not included the project Site Lighting by Musco in our Base Bid. Musco's estimate includes design and permitting for their work. If the City of Grand Junction would like to incorporate the Site Lighting into the GMP, the estimate from Musco and addition fee would be added to the GMP.

Add Musco Site Lighting to Project: \$335,023.00

(Includes design, permitting, budget for cost of construction, insurance, and bonds)

Emerson Skate Park
Grand Junction, CO

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1, P4	50'	50'	4	TLC-LED-900	3.52 kW	A
P2,P3	50'	50'	3	TLC-LED-900	2.64 kW	A
W1-W8	4'	4'	1	CREE PWY	0.03 kW	B
12			22		12.09 kW	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Skate Park	12.32 kW	14
B	Pathway	3.27 kW	8

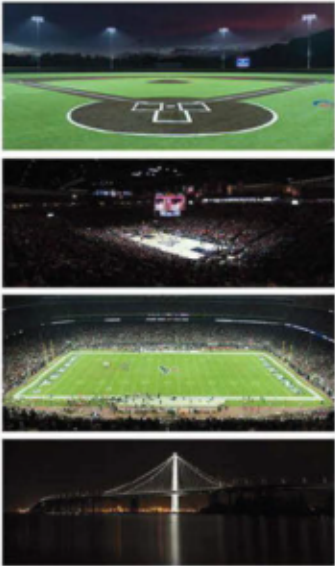
Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L75	Quantity
CREE PWY	LED 5700K - 70 CRI	34W	2,894	—	—	—	8
TLC-LED-900	LED 5700K - 75 CRI	880W	104,000	>120,000	>120,000	>120,000	14

Single Luminaire Amperage Draw Chart								
Driver (.90 min power factor)		Max Line Amperage Per Luminaire						
Single Phase Voltage	208 (80)	220 (80)	240 (80)	277 (80)	347 (60)	380 (60)	480 (60)	
Cree PWY	-	-	-	-	-	-	-	-
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.3	

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination				Ave/Min	Circuits	Fixture Qty
		Ave	Min	Max	Max/Min			
150' Off-Set Spill	Horizontal Illuminance	0	0	0	0.00		A	14
150' Off-Set Spill	Max Candela Metric	36.3	0	389	0.00		A	14
150' Off-Set Spill	Max Vertical Illuminance Metric	0	0	0.01	0.00		A	14
Pathway	Horizontal Illuminance	0.13	0	24	0.00		B	8
Skate Park	Horizontal Illuminance	32.6	21	47	2.20	1.55	A	14

From Hometown to Professional



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EQUIPMENT LIST FOR AREAS SHOWN									
Pole			Luminaires						
QTY	LOCATION	SIZE	GRADE ELEVATION	FOOTCANDLE RPT.	QTY / POLE	TYPE	QTY / POLE	OTHER	QTY / POLE
2	P1, P4	50'	5.0'	TLC-SD-900	4	4	0		
2	P2, P3	50'	5.0'	TLC-SD-900	4	4	0		
4					16	16	0		

Emerson Skate Park

Grand Junction, CO

GRID SUMMARY	
Name:	Skate Park
Size:	220' x 215'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade
ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average:	30
Scan Average:	32.61
Maximum:	47
Minimum:	21
Avg / Min:	1.53
Guaranteed Max / Min:	3
Max / Min:	2.20
UG (adjacent pts):	1.66
CU:	0.77
No. of Points:	81
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	14
Total Load:	12.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

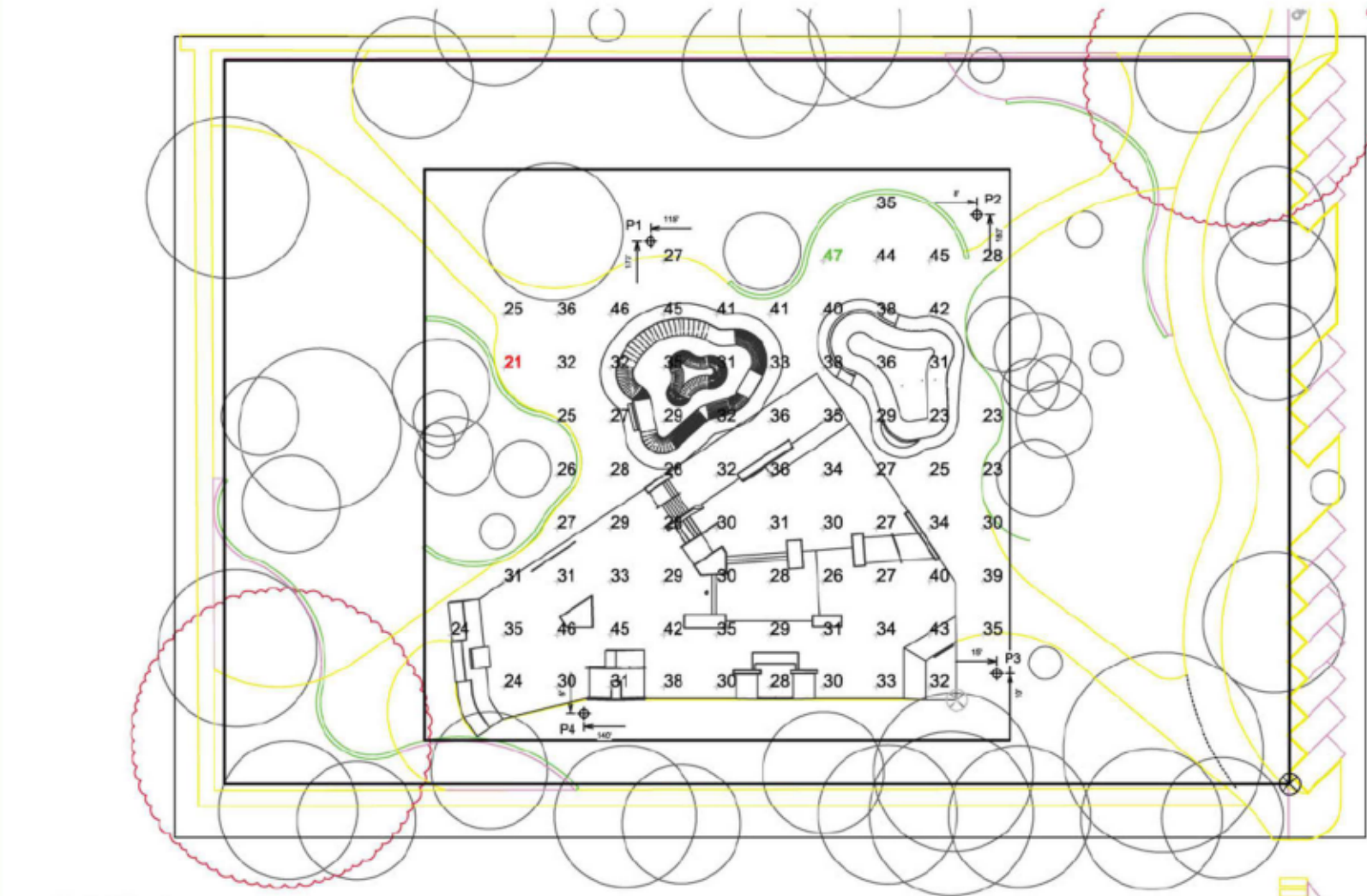
Electrical System Requirements: Refer to Ampsperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at live side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

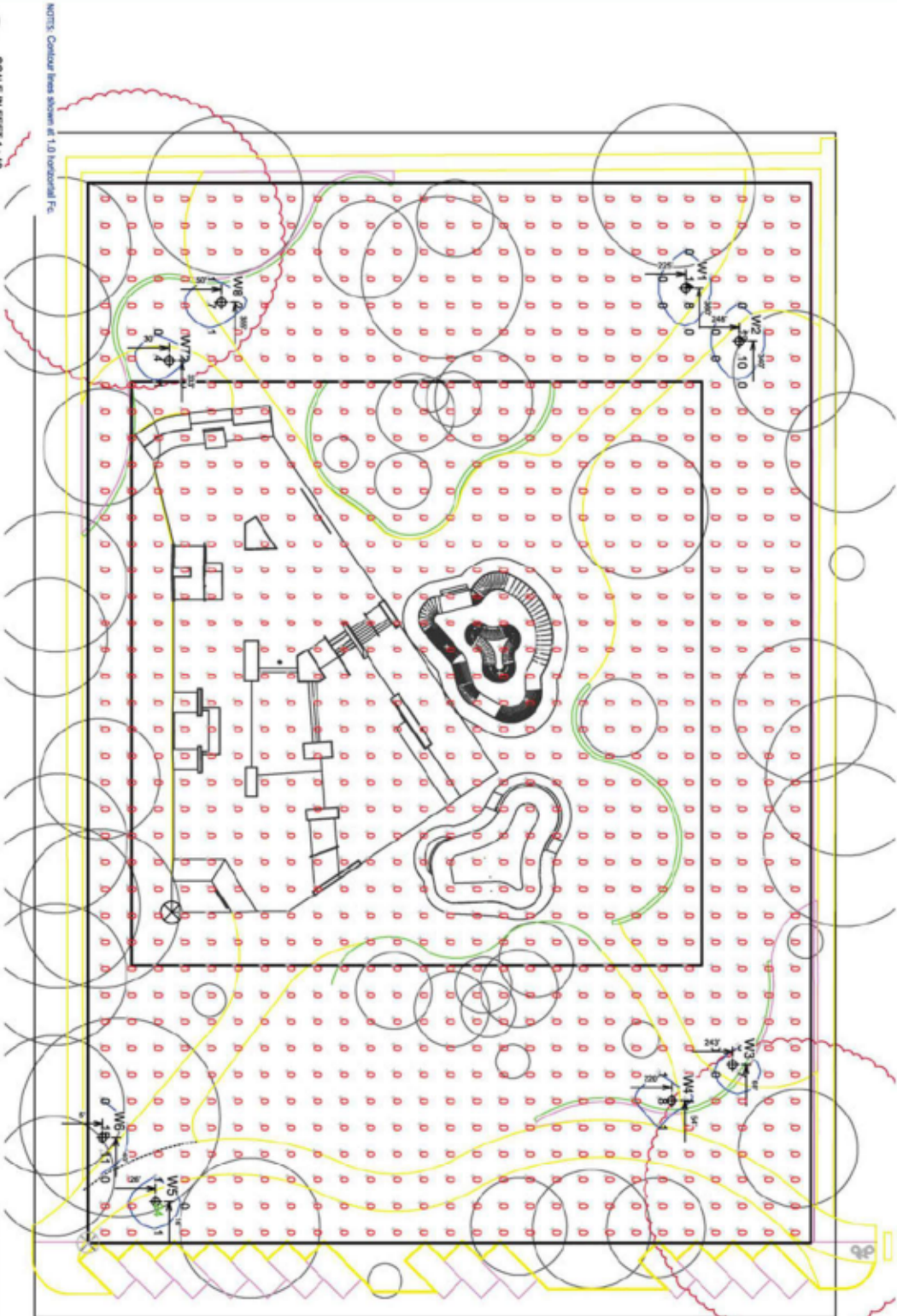


SCALE IN FEET 1" = 40'

ENGINEERED DESIGN By: C.Hensley · File #228138A · 28-Jul-23

Pole location(s) Ⓢ dimensions are relative to 0.0 reference point(s) Ⓢ

EQUIPMENT LIST FOR AREAS SHOWN									
Area	Quantity	Size	Power	Notes	Location	Height	Beam Angle	Mounting	Comments
W1	1	100W	100W	100W	100W	100W	100W	100W	100W
W2	1	100W	100W	100W	100W	100W	100W	100W	100W
W3	1	100W	100W	100W	100W	100W	100W	100W	100W
W4	1	100W	100W	100W	100W	100W	100W	100W	100W
W5	1	100W	100W	100W	100W	100W	100W	100W	100W
W6	1	100W	100W	100W	100W	100W	100W	100W	100W
W7	1	100W	100W	100W	100W	100W	100W	100W	100W
W8	1	100W	100W	100W	100W	100W	100W	100W	100W
W9	1	100W	100W	100W	100W	100W	100W	100W	100W
W10	1	100W	100W	100W	100W	100W	100W	100W	100W



Beam footcandle (f) dimensions are relative to 0.0 reference point(s)

Emerson Skate Park

Grand Junction, CO

GRID SUMMARY

Name: Pathway
Size: 400' x 210'
Spacing: 10.0' x 10.0'
Height: 0.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES	
Beam Average:	0.13
Maximum:	2.4
Minimum:	0
Avg / Min:	-
Max / Min:	-
UG Incident Foot:	1150.07
CU:	0.75
No. of Fixtures:	1080
Applied Circuits:	8
No. of Luminaire:	8
Total Load:	0.27 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer calculated predictions and should be taken in accordance with IESNA SP-6-15.

Electrical System Requirements: Refer to Appendix Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume a 1% nominal voltage at the side of the driver and structures located within a foot (1m) of design locations.



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ILLUMINATION SUMMARY

Note: Be approved in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2023 Musco Sports Lighting, LLC.

ENGINEERED DESIGN By: C.Hensley - File #218138A - 28-JUL-23

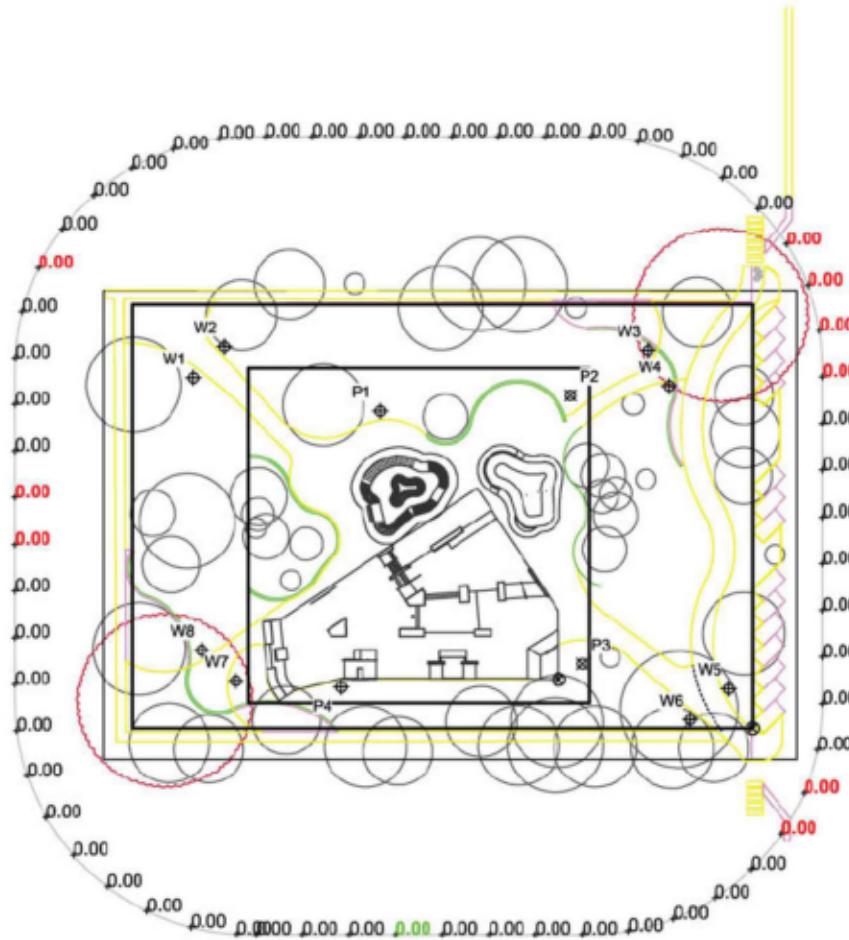


SCALE IN FEET 1 : 10

NOTES: Contour lines shown at 1.0 horizontal Ft.

EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires			
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	TYPE / SPEC.
2	P1, P4	50'	-	50'	TLC-SD-900	4	4
2	P2, P3	50'	-	50'	TLC-SD-900	3	3
4	TOTALS					14	14



Emerson Skate Park Grand Junction, CO

GRID SUMMARY

Name: 150' Off-Set Spill
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

HORIZONTAL FOOTCANDLES

Entire Grid
Scan Average: 0.0001
Maximum: 0.00
Minimum: 0.00
No. of Points: 61

LUMINAIRE INFORMATION

Applied Circuits: A
No. of Luminaires: 14
Total Load: 12.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



ENGINEERED DESIGN By: C.Hensley · File #228138A · 28-Jul-23

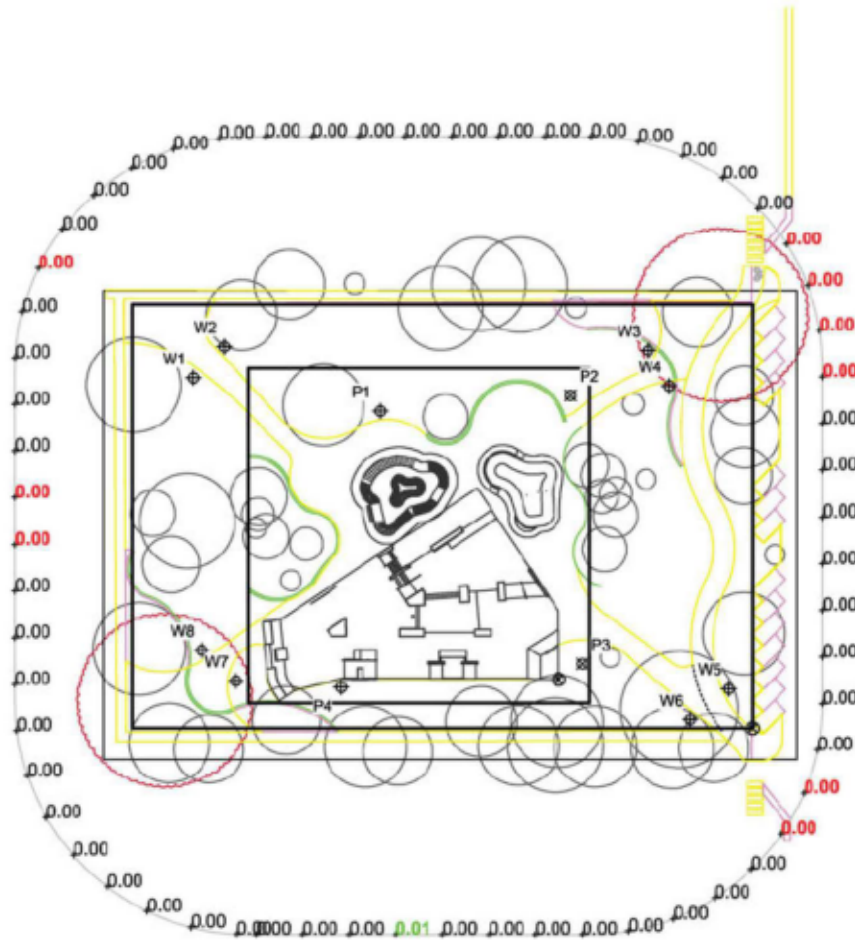
Pole location(s) ⬤ dimensions are relative to 0.0 reference point(s) ⊗



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ILLUMINATION SUMMARY

EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	TOTAL QTY	TYPE	OTHER
2	P1, P4	50'	-	50'	TLC-SD-900	4	4	-	0
2	P2, P3	50'	-	50'	TLC-SD-900	4	4	-	0
4	TOTALS								0



Emerson Skate Park

Grand Junction, CO

GRID SUMMARY	
Name:	150' Off-Set Spill
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
Scan Average:	0.0004
Maximum:	0.01
Minimum:	0.00
No. of Points:	61

LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	14
Total Load:	12.32 KW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 3\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

Pole location(s) \oplus dimensions are relative to 0.0 reference point(s) \odot



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ILLUMINATION SUMMARY

Grand Junction, CO

GRID SUMMARY

Name: 150' Off-Set Spill
Spacing: 30.0'
Height: 3.0' above grade

ILLUMINATION SUMMARY

CANDULA (PER FOOTCURE)

Scan Average:	16.3383
Maximum:	388.85
Minimum:	0.00
No. of Points:	61

LUMINA RE INFORMATION

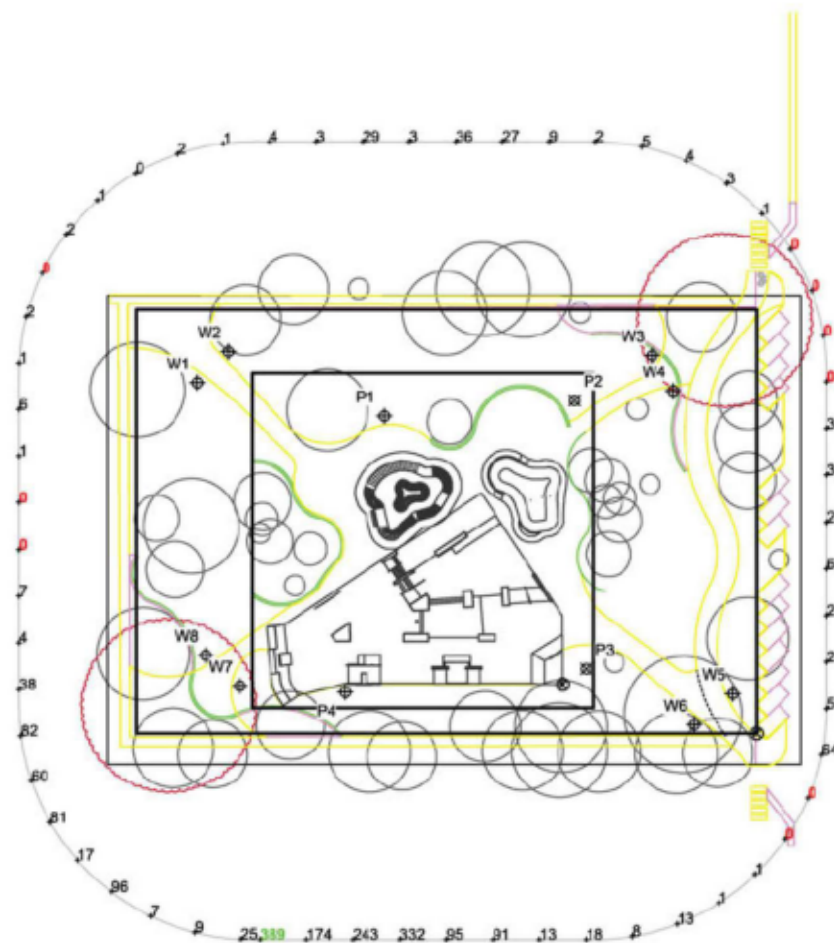
Applied Circuits:	A
No. of Luminaires:	14
Total Load:	12.32 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume $\pm 10\%$ nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



SCALE IN FEET 1 : 80



ENGINEERED DESIGN By: C.Hensley · File #228138A · 28-Jul-23

Bole location(s) \oplus dimensions are relative to 0,8 reference point(s) \otimes



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ILLUMINATION SUMMARY

Emerson Skate Park
Grand Junction, CO

EQUIPMENT LAYOUT

INCLUDES:
- Pathway
- Skate Park

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

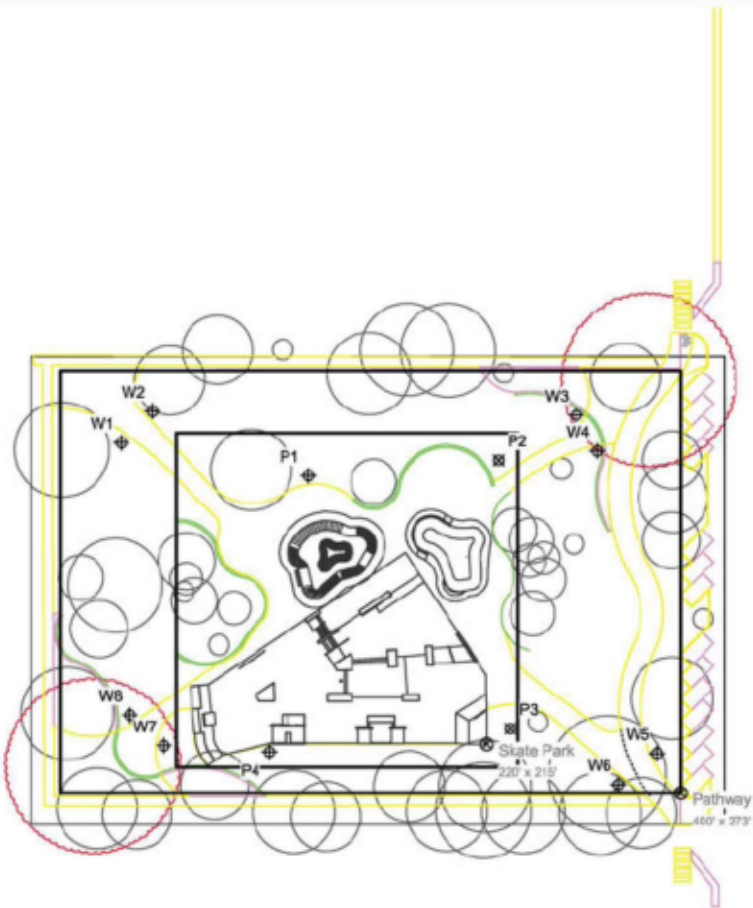
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	POLE HEIGHT	BRACKET	LUMINAIRE		WATTAGE
				HEIGHT	TYPE	
2	P1, P4	50'	-	50'	TLC-LED-900	4
2	P2, P3	50'	-	50'	TLC-LED-900	3
8	W1-W8	3.5'	-	3.5'	CR16 PWY	1
17	TOTALS					22

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Driver (90% power factor)	Line Amperage Per Luminaire (max draw)						
	208V	230V	240V	277V	347V	380V	480V
Single Phase Voltage	208V	230V	240V	277V	347V	380V	480V
CR16 PWY	-	-	-	-	-	-	-
TLC-LED-900	5.2	4.9	4.5	3.9	3.1	2.9	2.1



ENGINEERED DESIGN By: C.Hensley · File #228138A · 28-Jul-23

Pole location(s) ⬤ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LAYOUT



Cree Edge™
LED Bollard

IMPORTANT SAFEGUARDS

When using electrical equipment, basic safety precautions should always be followed including the following:

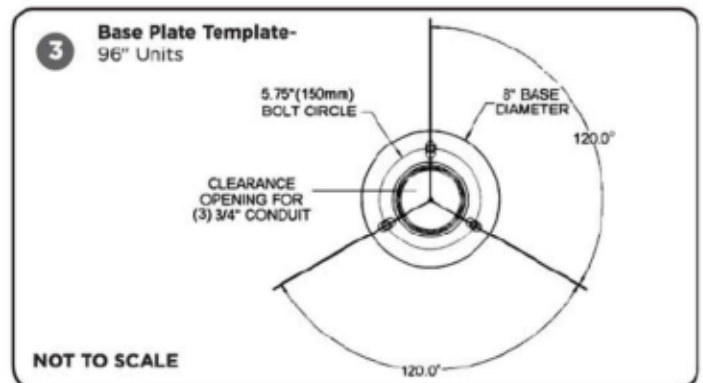
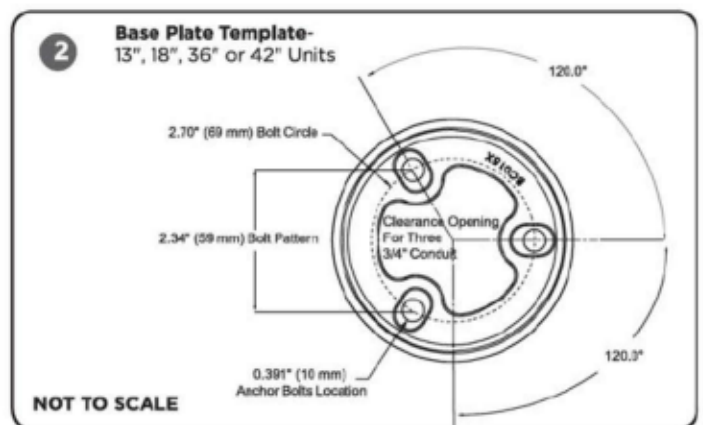
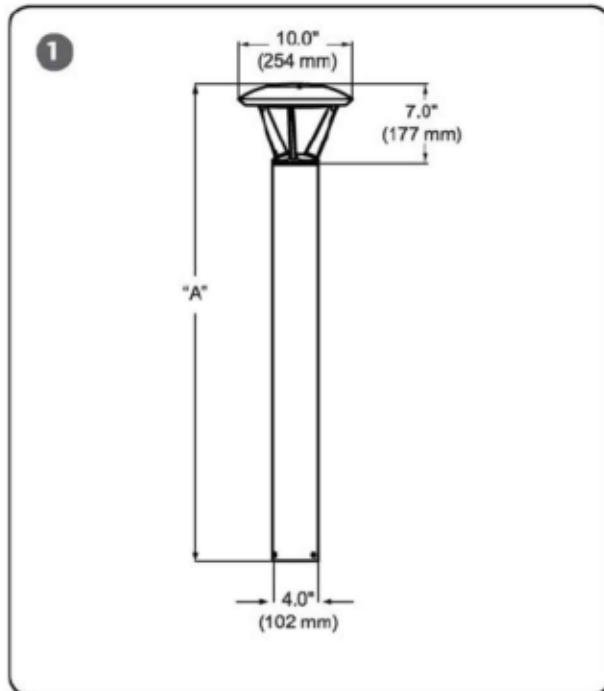
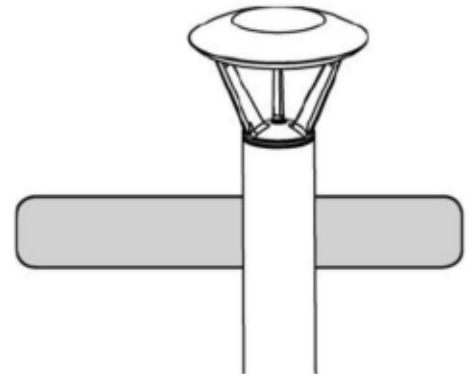
READ AND FOLLOW ALL SAFETY INSTRUCTIONS

1. To avoid the possibility of electrical shock, turn off power supply before installation or servicing. Installation and servicing should be performed by qualified personnel.
2. Product must be installed in accordance with NEC or your local electrical code. If you are not familiar with these codes and requirements, consult a qualified electrician.
3. This carton contains light fixture only. Anchor bolts and mounting template shipped separately

SAVE THESE INSTRUCTIONS FOR FUTURE REFERENCE

TO INSTALL:

INSTALLATION INSTRUCTIONS



FOUNDATION

MODEL	DIM. "A"	BASE PLATE
Landscape - 12	13"	SEE FIGURE 2
Landscape - 18	18"	
Pathway	36"	
Pathway	42"	
Pedestrian	96"	SEE FIGURE 3

STEP 1:

Foundation should be a minimum of 12 inches in diameter, finished, level and smooth, with a depth below grade of 24 inches.

NOTE: In areas where frost is imminent, consult a civil engineer for a recommended foundation detail.

STEP 2:

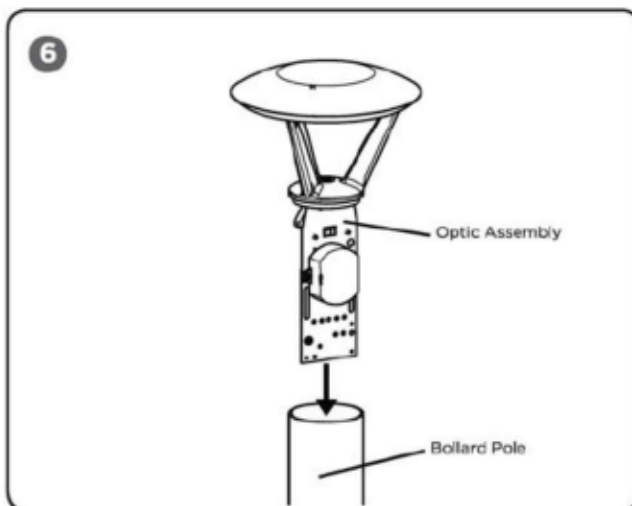
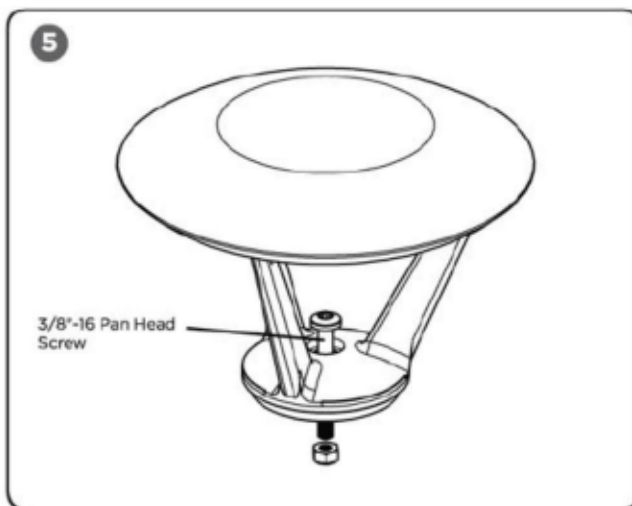
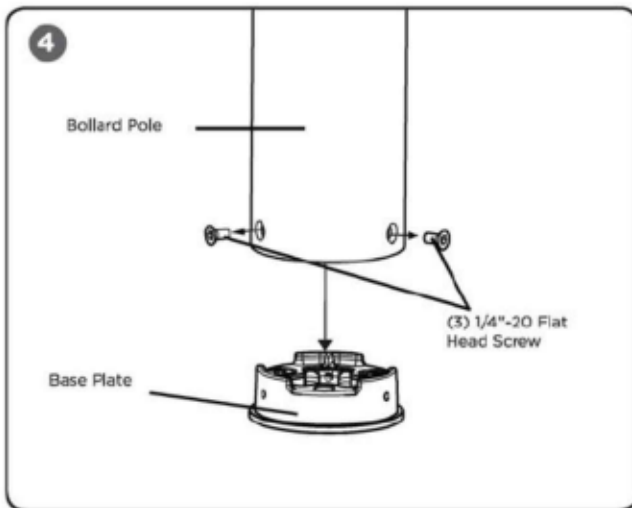
Depending on the height of the luminaire, there are two different base plates that are used. See **Figure 1** and the Table on the left to determine the base type. Review **Figure 2 and 3** verify base type.

IMPORTANT: Verify the base plate type before preparing the foundation.

STEP 3:

Provided are (3) 3/8 - 6" anchor bolts and mounting template (shipped separately). Use template to set anchor bolts at proper location (Note conduit entry allowance). Anchor bolts should project 2 inches above concrete.

NOTE: Bolt slots in fixture base allow for anchor bolt circle range of 2.84" (72 mm) maximum diameter to 2.45" (62 mm) minimum diameter. HOWEVER, conduit must always be directly centered within anchor bolts.



INSTALLATION FOR 13", 18", 36" OR 42" UNITS

STEP 1:

Remove base plate from the bottom of bollard pole by removing the (3) 1/4"-20 flat head screws at base of pole. See **Figure 4**.

STEP 2:

Remove all washers and nuts supplied on the anchor bolts and then place base plate over anchor bolts.

STEP 3:

Secure by placing a washer and nut on anchor bolts and tighten.

STEP 4:

Loosen 3/8"-16 pan head screw located at the arm base of optic assembly using a T-45 torx socket and ratchet. See **Figure 5**.

STEP 5:

Lift optic assembly from pole.

STEP 6:

Pull wires up through pole and then reattach pole to base with the (3) 1/4"-20 flat head screws removed in Step 1.

STEP 7:

Make wiring connections per **Electrical Connection** section.

STEP 8:

Reposition optical assembly onto pole and secure by torquing the 3/8"-16 pan head screw to 240 in-lb. See **Figure 6**.

INSTALLATION FOR 96" UNITS

STEP 1:

Remove all washers and nuts supplied on the anchor bolts and then place base plate and pole assembly over the anchor bolts.

STEP 2:

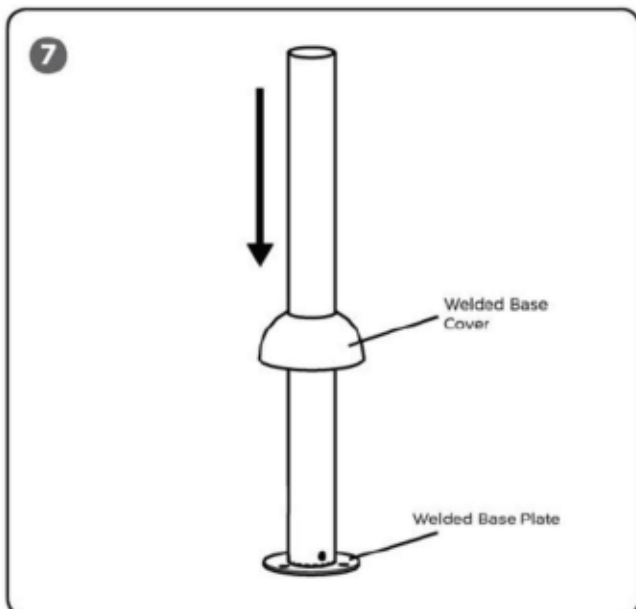
Secure by placing a washer and nut on anchor bolts and tighten.

STEP 3:

Loosen 3/8"-16" pan head screw located at the arm base of optic assembly using a T-45 torx socket and ratchet. See **Figure 5**.

STEP 4:

Lift optic assembly from pole and pull wires through.

**STEP 5:**

Slide the Welded Base Cover over the pole cover the Welded Base Plate. See **Figure 7**.

STEP 6:

Make wiring connections per **Electrical Connection** section.

STEP 7:

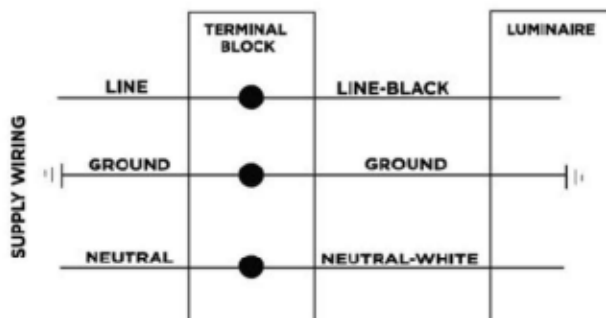
Reposition optical assembly onto pole and secure by torquing the 3/8-16 pan head screw to 240 in-lb. See **Figure 6**.

ELECTRICAL CONNECTIONS

STEP 1:

Make the following Electrical Connections to the terminal block:

- Connect the black luminaire lead to the line supply lead.
- Connect the white luminaire lead to the neutral supply lead.
- Connect the green/yellow luminaire lead to the supply ground lead.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2024

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

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

PRODUCER CRS Insurance Brokerage 9780 S Meridian Blvd Suite 400 Englewood CO 80112	CONTACT NAME: Samuel Feldman PHONE (A/C, No, Ext): 303-996-7800 E-MAIL ADDRESS: sfeldman@crsdenver.com FAX (A/C, No): 303-757-7719
INSURED Ford Construction Company, Inc. 560 25 Road Grand Junction CO 81505	INSURER(S) AFFORDING COVERAGE INSURER A: Pinnacol Assurance INSURER B: Selective Ins. Co. of America INSURER C: Berkley Assurance Co. INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1410180948

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		S2506507	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S2506507	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S2506507	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3078491	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional & Pollution Liability			PCXB-5022165-0723	7/7/2023	7/1/2024	Limit Self-Insured Reten. 1,000,000 25,000

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

RE: Project: #1855 - Design Build Emerson Skate -Park RFP-5311-23-DD

City of Grand Junction is included as additional insured on the General Liability with respect to ongoing operations of the named insured for the certificate holder as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction
250 North 5th Street
Grand Junction CO 81501

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

AUTHORIZED REPRESENTATIVE

Melanie Lathouwers

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AIA® Document A312™ – 2010
Performance Bond**CONTRACTOR:**

(Name, legal status and address)

FORD CONSTRUCTION COMPANY, INC.
560 25 Road
Grand Junction, Colorado 81505-1302

SURETY:

(Name, legal status and principal place of business)

UNITED FIRE & CASUALTY COMPANY
P.O. Box 73909
Cedar Rapids, Iowa 52407-3909

OWNER:

(Name, legal status and address)

CITY OF GRAND JUNCTION, COLORADO
250 North 5th Street
Grand Junction, Colorado 81501

CONSTRUCTION CONTRACT

Date: December 21, 2023

Amount: TWO MILLION NINE HUNDRED SIX THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 24/100 (\$2,906,875.24)

Description: Design Build Emerson Skate Park RFP-5311-23-DD
(Name and location) 301 South 10th Street, Grand Junction, Colorado

BOND

Date: January 10, 2024

(Not earlier than Construction Contract Date)

Amount: TWO MILLION NINE HUNDRED SIX THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 24/100 (\$2,906,875.24)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: FORD (Corporate Seal)
CONSTRUCTION COMPANY, INC.

Signature: 
Name: Amanda S. Decker
and Title: President
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: UNITED (Corporate Seal)
FIRE & CASUALTY COMPANY

Signature: 
Name: Kim Payton
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Surescape Insurance Services, LLC
7800 South Blati Street, Suite 100
Littleton, Colorado 80120
(303) 225-8030

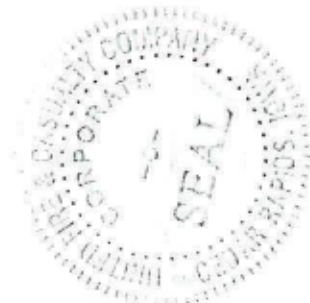
OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
N/A

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction 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 as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 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: N/A

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: Not Applicable (Corporate Seal)

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable

SURETY

Company: Not Applicable (Corporate Seal)

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

FORD CONSTRUCTION COMPANY, INC.
560 25 Road
Grand Junction, Colorado 81505-1302

SURETY:
(Name, legal status and principal place of business)

UNITED FIRE & CASUALTY COMPANY
P.O. Box 73909
Cedar Rapids, Iowa 52407-3909

OWNER:
(Name, legal status and address)

CITY OF GRAND JUNCTION, COLORADO
250 North 5th Street
Grand Junction, Colorado 81501

CONSTRUCTION CONTRACT

Date: December 21, 2023

Amount: TWO MILLION NINE HUNDRED SIX THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 24/100 (\$2,906,875.24)

Description: Design Build Emerson Skate Park RFP-5311-23-DD
(Name and location) 301 South 10th Street, Grand Junction, Colorado

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: January 10, 2024

(Not earlier than Construction Contract Date)

Amount: TWO MILLION NINE HUNDRED SIX THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 24/100 (\$2,906,875.24)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: FORD *(Corporate Seal)*
CONSTRUCTION COMPANY, INC.

Signature: 
Name: Amanda S. Decker
and Title: President
(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: UNITED *(Corporate Seal)*
FIRE & CASUALTY COMPANY

Signature: 
Name: Kim Payton
and Title: Attorney-in-Fact

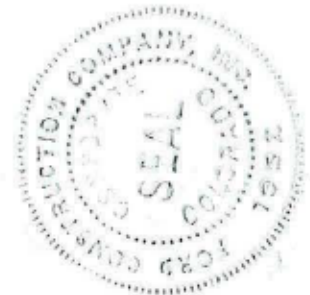
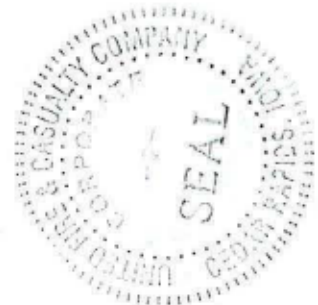
(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Surescape Insurance Services, LLC
7800 South Elati Street, Suite 100
Littleton, Colorado 80120
(303) 225-8030

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)
N/A



§ 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: N/A

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: Not Applicable (Corporate Seal)

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable

SURETY

Company: Not Applicable (Corporate Seal)

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

DOUGLAS J. ROTHY, CYNTHIA M. BURNETT, ERIK E. ULIBARRI, WES BUTORAC, ZACHARY ROTHY, KIM PAYTON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

10th day of November, 2017



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By:

Dennis J. Richmann
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of November, 2017, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Iowa Notarial Seal
 Commission number 173041
 My Commission Expires 4/23/2024

Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 10th day of January, 2024



By:

Mary A. Bertsch
 Assistant Secretary,
 UF&C & UF&I & FPIC