



### NOTICE TO PROCEED

Date: January 28, 2026

Contractor: North Peak Construction, Inc.

Project: 400 Block Main Street Improvements SS-5835-26-DH

In accordance with the Contract dated January 22, 2026, the Contractor is hereby notified to begin work on the Project on or before January 29, 2026.

The date of final completion as determined is 115 Calendar Days from this Notice To Proceed start date. This schedule encompasses both Change Order 1 IFB-5163-23-DD and the construction contact SS-5835-26-DH.

#### CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
Duane Hoff Jr., Contract Administrator - City of Grand Junction 1/29/2026  
9F789E7D50F14B6  
Duane Hoff Jr., Contract Administrator

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: North Peak Inc

By: Signed by:  
Jeremy Haptonstall - Project Manager, North Peak, Inc.  
3753D2AF-39104C9

Print Name: Jeremy Haptonstall - Project Manager, North Peak, Inc.

Title: Director of Operations

Date: 1/29/2026



CITY OF GRAND JUNCTION, COLORADO

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CONTRACT

This CONTRACT made and entered into this January 22, 2026 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 North Peak Construction hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, Contractor agrees to furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as 400 Block Main Street Improvements SS-5835-26-DH.

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- The body of this Contract Agreement
- Documents for the Project (Special Provisions, Pricing Bid Schedule, Plan Sets/Scope/Specifications); 400 Block Main Street Improvements SS-5835-26-DH
- Notice of Award
- Contractor's Project Proposal
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Special Provisions 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 **January 28, 2026**, and to achieve Substantial Completion and Final Completion of the Work within **115 Calendar Days from the start dated stated in this article**. 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 Special Provisions. 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 Special Provisions.

### 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 amount of **One Hundred Twenty Nine Thousand, One Hundred Ten and 17/100 Dollars (\$129,110.17)**. 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 Contractor's Price Bid Schedule. 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 Contract documents, 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 Contract documents.

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 subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

#### ARTICLE 6

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



## **2. General Contract Conditions for Construction Projects**

- 2.1 The Contract:** This Invitation for Bid, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Contractor. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner (City) and Contractor. City will provide the contract. By executing the contract, the Contractor represents that a representative from the firm has visited the site, familiarized itself with the local conditions under which the Work is to be performed, and correlated his 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 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 City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.
- 2.4. The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts

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

- 2.5. Contractor:** The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or his authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence work without clarifying Drawings, Specifications, or Interpretations.
- 2.6. Sub-Contractors:** A sub-contractor is a person or organization who has a direct contract with the Contractor to perform any of the work at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.
- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** Contractor shall submit with its bid response to the Owner, in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the work. Prior to the award of the contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.
- 2.8. Quantities of Work and Unit Price:** Materials or quantities stated as unit price items in the Bid are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the

actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price except as set forth in Article VIII, Section 70 of the *General Contract Conditions*. The City also reserves the right to make changes in the Work (including the right to delete any bid item in its entirety or add additional bid items) as set forth in Article VIII, Sections 69 through 71 of the *General Contract Conditions*.

- 2.9. Substitutions:** The materials, products and equipment described in the *Contract Documents* shall be regarded as establishing a standard of required performance, function, dimension, appearance, or quality to be met by any proposed substitution. No substitution will be considered prior to receipt of Bids unless the Offeror submits a written request for approval to the City Purchasing Division at least ten (10) days prior to the date for receipt of Bids. Such requests for approval shall include the name of the material or equipment for which substitution is sought and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for evaluation, including samples if requested. The Offeror shall set forth changes in other materials, equipment, or other portions of the Work including changes of the work of other contracts, which incorporation of the proposed substitution would require to be included. The Owner's decision of approval or disapproval of a proposed substitution shall be final. If the Owner approves a proposed substitution before receipt of Bids, such approval will be set forth in an Addendum. Offerors shall not rely upon approvals made in any other manner.
- 2.10. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his 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.
- 2.11. Warranty:** The Contractor warrants to the Owner that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others destroyed or damaged by the correction, removal or replacement of his defective work.
- 2.12. Permits, Fees, & Notices:** The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without

such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable.

- 2.13. Responsibility for Those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.14. Use of the Site:** The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- 2.15. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work, it shall remove all his waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery and surplus materials.
- 2.16. Insurance:** The Contractor shall secure and maintain such insurance policies as will provide the coverage and contain other provisions specified in the General Contract Conditions, or as modified in the Special Contract Conditions.

The Contractor shall file a copy of the policies or Certificates of Insurance acceptable to the City with the Engineer within ten (10) Calendar Days after issuance of the Notice of Award. These Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled unless at least thirty (30) Calendar Days prior written notice has been given to the City.

- 2.17. Indemnification:** The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.18. Miscellaneous Conditions: Material Availability:** Contractors 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 bidder to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time. **OSHA Standards:** All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.19. 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 Bidder 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 Final Completion of the work is the date certified by the Owner when all construction, and all other work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

- 2.20. Progress & Completion:** The Contractor shall begin the work on the Commencement Date and perform the Work expeditiously with adequate forces to complete the Work within the Contract time/by the Completion date.
- 2.21. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the work under the Contract Documents. Upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.
- 2.22. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contractor in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.

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

- 2.23. Performance & Payment Bonds:** Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds as required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes

insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

- 2.24. Retention:** The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.
- 2.25. Liquidated Damages for Failure to Enter Into Contract:** Should the Successful Bidder 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 Bidder's Bid Guaranty as Liquidated Damages, not as a penalty but in consideration of the mutual release by the City and the Successful Bidder of all claims arising from the City's issuance of the Notice of Award and the Successful Bidder's failure to enter into the Contract and the costs to award the Contract to any other Bidder, to readvertise, or otherwise dispose of the Work as the City may determine best serves its interest.
- 2.26. Liquidated Damages for Failure to Meet Project Completion Schedule:** If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner.

The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$1,000.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional contract administration; inability to apply the efforts of those employees to the other work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community standing for the City during times when such things are very important and very difficult to maintain.

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

If the Contractor 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 Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

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

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

**2.27. Contingency/Force Account/Minor Contract Revisions:** Contingency/Force Account/Minor Contract Revisions work will be authorized by the Owner's Project Manager and is defined as minor expenses to cover miscellaneous or unforeseen expenses related to the project. The expenses are not included in the Drawings, Specifications, or Scope of Work and are necessary to accomplish the scope of this contract. Contingency/Force Account/Minor Contract Revisions Authorization will be directed by the Owner through an approved form. Contingency/Force Account/Minor Contract Revisions funds are the property of the Owner and any Contingency/Force Account/Minor Contract Revisions funds, not required for project completion, shall remain the property of the Owner. Contractor is not entitled to any Contingency/Force Account/Minor Contract Revisions funds, that are not authorized by Owner or Owner's Project Manager.

**2.28. Protection of Persons & Property:** The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at his 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.

**2.29. Changes in the Work:** The Owner, without invalidating the contract, may order changes in the work within the general scope of the contract consisting of additions, deletions or

other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.

- 2.30. Claims for Additional Cost or Time:** If the Contractor wishes to make a claim for an increase in the contract sum or an extension in the contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall precede 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.
- 2.31. 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.
- 2.32. Field Orders:** The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the work in accordance with the agreement, without change in the contract sum or time. The Contractor shall carry out such Field Orders promptly.
- 2.33. Uncovering & Correction of Work:** The Contractor shall promptly correct all work rejected by the Owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract documents, any of the work found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming work under the above paragraphs shall be removed from the site where necessary and the work shall be corrected to comply with the contract documents without cost to the Owner. The Contractor shall bear the cost of making good all work of separate Contractors destroyed or damaged by such removal or correction. If the Owner prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.
- 2.34. 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.

- 2.35. Assignment:** The Contractor shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.
- 2.36. Compliance with Laws:** Bids 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.
- 2.37. Confidentiality:** All information disclosed by the Owner to the Contractor for the purpose of the work to be done or information that comes to the attention of the Contractor during the course of performing such work is to be kept strictly confidential.
- 2.38. Conflict of Interest:** No public official and/or City/County employee shall have interest in any contract resulting from this IFB.
- 2.39. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation.
- 2.40. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Contractor, by submitting a Bid, agrees to the following conditions:
- 2.40.1.** The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.40.2.** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.
- 2.40.3.** 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.
- 2.41. Affirmative Action:** In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions.
- 2.42. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Contractor certifies that it does not and will not during the performance of the contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado, Colorado Revised Statutes. § 8-17.5-101, *et seq.*

- 2.43. Ethics:** The Contractor 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.
- 2.44. Failure to Deliver:** In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Contractor 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.
- 2.45. 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.
- 2.46. Force Majeure:** The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the contract.
- 2.47. Independent Contractor:** The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.48. Nonconforming Terms and Conditions:** A bid that includes terms and conditions that do not conform to the terms and conditions of this Invitation for Bid is subject to rejection as non-responsive. The Owner reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its bid prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.

Items for non-responsiveness may include, but not be limited to:

- a. Submission of the Bid on forms other than those supplied by the City;
- b. Alteration, interlineation, erasure, or partial detachment of any part of the forms which are supplied herein;
- c. Inclusion of unauthorized additions conditional or alternate Bids or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning;
- d. Failure to acknowledge receipt of any or all issued Addenda;
- e. Failure to provide a unit price or a lump sum price, as appropriate, for each pay item listed except in the case of authorized alternative pay items;

- f. Failure to list the names of Subcontractors used in the Bid preparation as may be required in the Contract Documents;
- g. Submission of a Bid that, in the opinion of the Owner, is unbalanced so that each item does not reasonably carry its own proportion of cost or which contains inadequate or unreasonable prices for any item;
- h. Tying of the Bid with any other bid or contract; and
- i. Failure to calculate Bid prices as described herein.

**2.49. Evaluation of Bids and Offerors:** The Owner reserves the right to:

- reject any and all Bids,
- waive any and all informalities,
- take into account any prompt payment discounts offered by Bidder,
- negotiate final terms with the Successful Bidder,
- take into consideration past performance of previous awards/contracts with the Owner of any Contractor, Vendor, Firm, Supplier, or Service Provider in determining final award. and
- disregard any and all nonconforming, nonresponsive or conditional Bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between Unit Prices and Extended Prices will be resolved in favor of the Unit Prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected extensions and totals will be shown in the tabulation of Bids.

The Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations performance data, and guarantees of materials and equipment may also be considered by the Owner.

The Owner will conduct such investigations as deemed necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Offeror, proposed Subcontractors and other persons and organizations to do the Work in accordance with the *Contract Documents* to the City's satisfaction within the Contract Time.

The Offeror shall furnish the Owner all information and data requested by the Owner to determine the ability of the Offeror to perform the Work. The Owner reserves the right to reject the Bid if the evidence submitted by, or investigation of such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

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

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

If the Contract is to be awarded, it will be awarded to the Offeror who, by evaluation, the Owner determines will best meet the Owner's interests.

The Owner reserves the right to accept or reject the Work contained in any of the Price Bid Schedules or alternates, either in whole or in part.

**2.50. Award of Contract:** Unless otherwise indicated, a single award will be made for all the bid items in an individual bid schedule. In the event that the Work is contained in more than one Bid Schedule, the City may award Schedules individually or in combination. In the case of two Bid Schedules which are alternative to each other, only one of such alternative Schedules will be awarded. Within forty-five (45) Calendar Days of Bid Opening, the City will issue a Notice of Award to the Successful Bidder which will be accompanied by four (4) unsigned copies of the Contract and the Performance and Payment Bond forms. Within ten (10) Calendar Days thereafter, the Successful Bidder shall sign and deliver four (4) copies of the Contract, Performance Bond, Payment Bond and Certificates of Insurance to the City. Within ten (10) Calendar Days thereafter, the City will deliver two (2) fully executed counterparts of the Contract to the Contractor. No contract shall exist between the Successful Bidder and the City and the Successful Bidder shall have no rights at law or in equity until the Contract has been duly executed by the City.

The Successful Bidder's failure to sign and submit a Contract and other documents set forth in this Paragraph within the prescribed time shall be just cause of annulment of the award, and forfeiture of the Bid Guaranty. The award of Contract may then be made to the next qualified Bidder in the same manner as previously prescribed.

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

**2.52. 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.

**2.53. Patents/Copyrights:** The Contractor agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Contractor for any claims, damages, awards and/or costs of defense arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this IFB.

- 2.54. Remedies:** The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.55. Venue:** Any agreement as a result of responding to this IFB 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.
- 2.56. Expenses:** Expenses incurred in preparation, submission and presentation of this IFB are the responsibility of the company and cannot be charged to the Owner.
- 2.57. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this agreement.
- 2.58. Non-Appropriation of Funds:** The contractual obligation of the Owner under this contract is contingent upon the availability of appropriated funds from the fiscal year budget as approved by the City Council or Board of County Commissioners from this fiscal year only. Colorado law prohibits obligation of public funds beyond the fiscal year for which the budget was approved. Anticipated expenditures/obligations beyond the end of the current Owner's fiscal year budget shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20 of the Colorado Constitution and other applicable law(s).
- 2.59. Cooperative Purchasing:** Purchases as a result of this Contract are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions, and pricings established in this Bid. The quantities furnished in this bid document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for its jurisdiction. Other participating entities will place its own awards on its respective Purchase Orders through its purchasing office or use its purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to "piggy-back" on the Contract. Orders placed by participating jurisdictions under the terms of this Contract will indicate its specific delivery and invoicing instructions.
- 2.60. Keep Jobs in Colorado Act:** Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by Colorado Revised Statutes §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to Colorado Revised Statutes. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

**2.60.1.** "Public project" is defined as:

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

### 3.4 Special Provisions (Sole Source Work)

**General:** The City of Grand Junction is contracting with North Peak to sole source all labor, equipment, and materials required to perform the Main Street - 400s Block project Sole Source Work. All dimensions and scope of Work shall be verified by Contractors prior to contract execution. The project work generally consists of removing the former splash pad structure, creating two large play areas with a poured-in-place surface, play features and shade sails, installing a new planter with irrigation, landscaping and plants, installing furniture and a small play area, and concrete work to replace sidewalk and adjust an ADA ramp.

NOTE: The descriptions of the pay items listed in the Pay Item Schedule for this Project may not agree with those listed in the Standard Specifications. Payment for all Work performed, as required in the Contract Documents will be in accordance with the items and units listed in the Price bid Schedule.

The performance of the Work for this Project shall conform to the General Contract Conditions presented in the City of Grand Junction's Standard Contract Documents for Capital Improvements Construction, revised July 2010, except as specifically modified or supplemented herein or on the Construction Drawings.

**3.4.1. (SP5) New Electrical Outlet:** Contractor to provide all labor, equipment and materials to extend an electrical line, with conduit, to the new planter and install an outlet. The City will provide the vandal resistant box and pedestal for this outlet.

**(SP6) Tree:** Contractor to provide all labor, equipment and materials to install tree to specifications in the Construction Drawings and as directed by City Forester. The City Forester requires the tree size to be between 1.5" and 2.5" caliper and of optional species:

- Amur maackia
- Osage orange (Wichita or whiteshield)
- Persimmon (male; fruitless cultivar)
- Mimosa
- Three-flower maple
- Sycamore maple

**(SP7) Electrical Wiring:** Contractor to provide all labor, equipment and materials to install electrical wire, connect to lights, and terminate by connecting to an existing power source or other location approved by the Project Manager.

**(SP8) Lights:** Contractor to provide all labor, equipment and materials to install lights per specifications in Construction Drawings.

**3.4.2 Additional Documents:**

- Construction Drawings
- Pay Item Schedule

**3.4.3 Project Manager:** The Project Manager for the Project is Evan Sales, Engineering Specialist, who can be reached at (970) 244-1588. During Construction, all notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

City of Grand Junction  
Department of Public Works – Engineering  
Attn: Evan Sales, Engineering Specialist  
244 N. 7<sup>th</sup> St  
Grand Junction, CO 81501

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

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

**3.4.6 Pricing:** Pricing shall be all inclusive to include but not be limited to: all labor, equipment, supplies, materials, freight (F.O.B. Destination – Freight Pre-paid and Allowed to each site), travel, mobilization costs, fuel, set-up and take down costs, and full-time inspection costs, and all other costs related to the successful completion of the project.

The Owner shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

**3.4.7 Freight/Shipping:** All freight/shipping shall be F.O.B. Destination – Freight Pre-Paid and Allowed to the project site(s), Grand Junction, CO. Contractor must meet all federal, state, and local rules, regulations, and requirements for providing such services.

**3.4.8 Contract:** A binding Contract shall consist of: (1) the Special Provisions and any amendments thereto, (2) Additional Documents as stated in Section 3.4.2, (3) the Contractor's response to the Pay Item Schedule, (4) the City's Purchasing Department's acceptance of the quote by "Notice of Award" or by "Purchase Order". All Exhibits and Attachments included In the Special Provisions 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 City Purchasing Division or by a modified Purchase Order 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.

**3.4.9 Time of Completion:** The scheduled time of Completion for the Project is 45 Calendar Days from the starting date specified in the Notice to Proceed.

Tentative Schedule:

Notice to Proceed

## Construction Start

Completion is achieved when site cleanup and all punch list items (resulting from the final inspection) have been completed. Completion shall have the meaning set forth in Article I, Section 3 (Definitions and Terms) of the General Contract Conditions.

**3.4.10 Working Days and Hours:** The working days and hours shall be as stated in the General Contract Conditions or as mutually agreed upon in the preconstruction meeting with the following exception:

All Work shall be performed between the hours of 7:00 AM to 5:00 PM, Monday through Friday.

**3.4.11 Licenses and Permits:** Contractor is responsible for obtaining all necessary licenses and permits required for Construction, at Contractors expense. See Section 2.12. Contractor shall supply to Owner all copies of finalized permits.

**3.4.12 Permits:** The following permits are required for the Project and will be obtained by the City at no cost to the Contractor:

- ROW Permit

**3.4.13 City Furnished Materials:** The City will furnish the following materials for the Project:

- None

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

**3.4.16 Stockpiling Materials and Equipment:** All stockpiling/storage shall be in accordance with General Contract Condition Section 51.

**3.4.17 Traffic Control:** Traffic control, if required, is the responsibility of the Contractor.

**3.4.18 Clean-Up:** The Contractor is responsible for cleaning up all loose materials that have been deposited or swept into gutters, and onto sidewalks and driveways as a result of sidewalk operations. The costs for all clean-up work shall be considered incidental and will not be paid for separately.

**3.4.19 Quality Control Testing:** Contractor shall perform Quality Control (QC) testing. The City will perform necessary Quality Assurance (QA) testing.

**3.4.20 Schedule of Submittals:** Contractor shall deliver these submittals at least two days prior to the pre-construction meeting:

- Construction Schedule
- Traffic Control Plan

**3.4.21 Uranium Mill Tailings:** It is anticipated that radioactive mill tailings will not be encountered on this Project.

**3.4.22 Fugitive Petroleum or Other Contamination:** It is anticipated that soil contamination from fugitive petroleum or other contaminants will not be encountered with this Project.

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

**3.4.24 Existing Utilities and Structures:** Utilities were **not** potholed during design of this Project. The location of existing utilities and structures shown on the Plans is approximate with the information gathered during design. It is the responsibility of the Contractor to pothole/locate and protect all structures and utilities in accordance with General Contract Conditions Section 37.

**3.4.25 Incidental Items:** Any item of Work not specifically identified or paid for directly, but which is necessary for the satisfactory completion of any paid items of Work, will be considered as incidental to those items, and will be included in the cost of those items.

**3.4.26 Survey:** The Contractor shall give the City survey crew a minimum of 72 hours' notice for all requested survey.

**3.4.27 Work to be Performed by the City (Prior to Construction):**  
None

**3.4.29 Pre-Qualification:** Contractors must be pre-qualified in the following categories to submit a bid response to this Project:

None

Contractors may view their approved pre-qualified categories by clicking the [Pre-Qualification List Link](#).

Pay Item Schedule						
Main Street 400 Block (Sole Source)						
Item No.	Spec No.	Item Description	Qty	Unit	Unit Price	Total Price
22		Poured In Place (PIP) Surface	1200	SF	\$ 26.04	\$ 31,250.00
23		Play Feature Slide Mound	1	LS	\$ 5,650.00	\$ 5,650.00
24		Play Feature Slide	1	LS	\$ 8,590.00	\$ 8,590.00
25		Play Feature Boat	1	LS	\$ 16,740.00	\$ 16,740.00
26	SP5	New Electrical Outlet	1	EA	\$ 155.00	\$ 155.00
27		Irrigation: Laterals, Sprinklers and Bubblers	1	LS	\$ 1,625.00	\$ 1,625.00
28		Soil Amendments	1	LS	\$ 960.00	\$ 960.00
29	SP6	Tree	1	LS	\$ 430.00	\$ 430.00
30		Shrubs/Grasses/Perennials	1	LS	\$ 440.00	\$ 440.00
31		Furniture	1	LS	\$ 8,008.17	\$ 8,008.17
32		Play Sets	1	LS	\$ 1,037.00	\$ 1,037.00
MCR		Minor Contract Revisions				\$ 10,000.00
<b>Subtotal</b>						<b>\$ 84,885.17</b>
Add Alternate						
Item No.	Spec No.	Item Description	Qty	Unit	Unit Price	Total Price
33		Shade Sail	2	EA	\$ 18,557.50	\$ 37,115.00
34	SP7	Electrical Wiring (Lighting)	150	LF	\$ 13.00	\$ 1,950.00
35	SP8	Light	4	EA	\$ 1,290.00	\$ 5,160.00
<b>Subtotal</b>						<b>\$ 44,225.00</b>
Summary						
		Work				Amount
		Option 1 (Sole Source)				\$ 84,885.17
		Option 2 (Sole Source + Add Alternate)				\$ 129,110.17

Total Amount (Written) One Hundred Twenty-Nine Thousand One Hundred Ten and <sup>0</sup>/<sub>100</sub> Dollars



LANDSCAPE GRADING NOTES

(APPLY TO ALL LANDSCAPE RELATED FINE GRADING ONLY - SEE ALSO LEGENDS, SPECIFICATIONS AND CIVIL PLANS)

- 1. Geotech Report
The Contractor shall obtain and review the Summary Report and Recommendations prepared by the geo-technical engineers, as part of the 2010 Main Street Uplift Project, and fully understand the existing soil conditions encountered prior to submitting bid. Request Geotechnical Report from Owner's Representative.
2. Inspection and Testing
materials engineer and this Contractor shall be responsible to coordinate scheduling, notification and providing test results and documentation as required.
3. Scope of Earthwork Operation
All earthwork operations shall be conducted in strict compliance with the project specifications including but not limited to:
4. Moisture and Compaction
See, and comply with, all specifications for depth of moisture density treatments, controls and compaction requirements.
5. Verification of Existing
See "Legend" defining proposed grades, existing grades, and designed grades for adjacent construction by others.
6. Temporary Benchmarks
The plans may call for specific temporary benchmarks to be transferred to the site by a certified surveyor and accurately established on site as a part of this contract.
7. Positive Drainage
It is this Contractor's responsibility to provide proper positive drainage throughout this contract area.
8. Max and Min Slopes
Unless otherwise indicated, minimum slope for paved surfaces shall be 1% and minimum slope for softscape areas shall be 2%.
9. Finished Grade
All design elevations shown are "finished grades" unless otherwise indicated.
10. Topsoil
All topsoil and/or drainageway muck excavation shall be saved and stockpiled in approved locations for future use.

LANDSCAPE LAYOUT NOTES

(APPLY TO ALL LANDSCAPE RELATED LAYOUT REQUIRED FOR IMPROVEMENTS - SEE ALSO LEGENDS, SPECIFICATIONS AND SHEET NOTES)

- 1. Verify Survey Info
All shown control points, baselines, benchmarks, property lines, setbacks, existing conditions to remain, and newly built adjacent construction (by others) shall be verified by a professionally certified surveyor (P.L.S.) as a part of this contract.
2. Field Staking
All work shown shall be field staked or otherwise denoted and subject to field verification, review, and approval by the Owner's Representative prior to any construction or demolition.
3. AutoCAD Design Files
To expedite the layout of the site, "layout coordinates and/or grids" may have been established as shown.
4. Dimension Tolerances
The construction tolerances for this project are minimal and the dimensions shown are to be strictly adhered to.
5. Dimensions
Computed dimensions shall take precedence over scaled dimensions, and large scale over small scale drawings.
6. Complete Project
The Contractor is responsible to provide "complete-in-place" systems and a complete project.
7. Staking
All locations for walks, roads, swales, walls, curbs, structures etc. shall be staked by a registered land surveyor.
8. Curvilinear Improvements
It is the intent and requirement of this contract to provide curvilinear walks, walls and curbs with smooth transitions and arcs (both horizontal and vertical).

LANDSCAPE GENERAL NOTES

(SEE ALSO ALL OTHER CONSULTANT/ENGINEER NOTES AND DOCUMENTS FOR ALL RELATED INFORMATION)

- 1. Owners Rep.
These drawings and documents are submitted to the Owner for review and approval, prior to any release for bidding or construction.
2. Project Manual Discrepancy
These drawings supplement the other contractual information contained in the "Project Manual" and/or Bid Instructions (Specifications), if provided.
3. Complete Project Intent
The "intent" of these Improvements Drawings, details and associated specifications is that the Contractor provide the Owner with a complete, accurate, functionally and technically sound project.
4. Conform to Codes
All work on this project shall conform to the current Grand Junction Building and Zoning Codes, Ordinances, Standards and Specifications for Construction of Public Improvements, as well as all other applicable governing regulations in effect.
5. Survey Control Points
All range points, ties, benchmarks or other survey control points which may be encountered during construction, must be preserved or modified/recorded by a registered surveyor at the contractor's expense.
6. Permits
The Contractor shall coordinate and obtain all permits which are necessary to perform the proposed work.
7. Testing
Unless specifically noted otherwise in the Contract Documents, the Contractor shall obtain and coordinate all technical tests and reports by a certified independent laboratory or agency as outlined in these drawings.
8. Existing Condition Survey
An Existing Condition Survey has been provided to the Owner by registered surveyors under separate contracts for the basis of design.

PROJECT GENERAL NOTES

- 1. Engineering base information and survey information provided by River City Consultants.
2. All landscape materials to be approved in field by Landscape Architect prior to installation.
3. All landscape materials to be located by planting plan in field prior to planting by contractor.
4. Contractor to inspect site soil conditions.
5. The horizontal distance between trees and any site utilities or infrastructure shall be in compliance with codes of the local governing authority.
6. Contractor shall provide structural shop drawings for review by Landscape Architects and City Engineering Project Manager for embankment slide and shade sails prior to any construction.
7. Selective demolition of the site will be required. Contractor shall communicate with the City of Grand Junction project manager to identify and mark the limits of demolition and provide protection of items to remain, prior to any disturbance.

Table with 2 columns: Abbreviation and Description. Includes entries like B.O.F. BOTTOM OF FOOTING, B.O.S. BOTTOM OF STEP, B.O.W. BOTTOM OF WALL, etc.

Table with 2 columns: Abbreviation and Description. Includes entries like OC ON CENTER, O.D. OUTSIDE DIAMETER, PA PLANTING AREA, etc.

Vertical text on the left margin: Drawing: UA-2025025\_40\_Grand Junction Main Street 400 Block DD.CD\05 CAD\Sheets\G001-G002 COVER SHEET+GENERAL NOTES.dwg

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Boulder, Colorado 80301
T 303.443.7533
www.djdesign.com

MAIN STREET - 400s BLOCK
CONSTRUCTION DOCUMENTATION
GRAND JUNCTION, CO



DRAWN BY: CN
CHECKED BY: GW/JP
PROJECT NO.: 2025025\_40
ISSUE DATE: 12/05/2025
REVISIONS:

SHEET TITLE: GENERAL NOTES

SHEET NUMBER:

G002

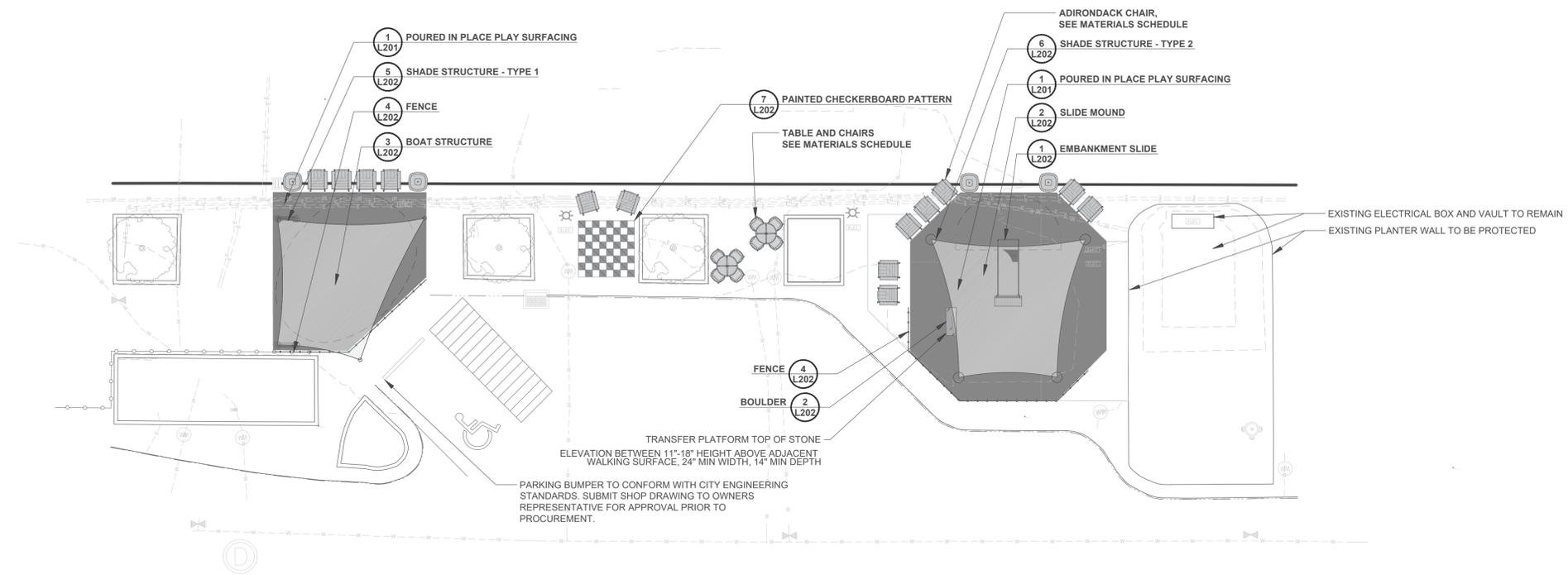
SITE & LAYOUT NOTES

- SEE PLANS BY OTHERS FOR COORDINATION FOR POWER, LIGHTING, IRRIGATION AND DRAINAGE INFRASTRUCTURE.



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FURNISHINGS SCHEDULE								
CALLOUT	ITEM	QTY.	SIZE	TYPE / FINISH / COLOR	Model Number	SOURCE / MANUF.	NOTES	IMAGE
TABLE	36" Round Farmhouse Dining Table	2	36" DIA	Vintage Sahara	RT236	POLYWOOD www.polywood.com	Client to procure	
CHAIR	Lakeside Dining Arm Chair	8	24.8" Width 34.3" Height 21.4 in Depth	Vintage Sahara	TLD200	POLYWOOD www.polywood.com	Client to procure	
ADIRONDACK CHAIR	Seashell Adirondack	13	38.5" Height 31.25" Width	Green	SH22	POLYWOOD www.polywood.com	Client to procure	
	MegaChess 10 Inch Plastic Giant Checkers		10" Diameter 3.5" Width		MAKP10	MEGACHESS www.megachess.com	Client to procure	
	MegaChess 25 Inch Plastic Giant Chess Set		9.5" Base 16"-25" Height		MP25	MEGACHESS www.megachess.com	Client to procure	
	LawnGames Personalized Mega 4 in a Row		4' Wide 3.4' Height		LG410	MEGACHESS www.megachess.com	Client to procure	

SOLE SOURCE

Drawing: UA\2025025\_40\_Grand Junction Main Street 400 Block DD.CDD\05 CAD\Sheets\L100 - OVERALL SITE PLAN.dwg  
 Last Saved: December 10, 2025 2:15:46 PM by jpalmer  
 Last Plotted: 12/10/2025 2:18:50 PM  
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MAIN STREET - 400s BLOCK  
CONSTRUCTION DOCUMENTATION

GRAND JUNCTION, CO



DRAWN BY: CN  
CHECKED BY: GW/JP  
PROJECT NO.: 2025025\_40  
ISSUE DATE: 12/05/2025  
REVISIONS:

SHEET TITLE:

SITE PLAN

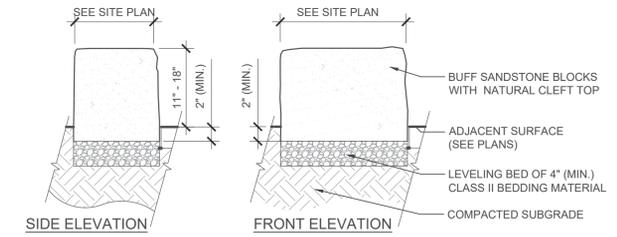
SHEET NUMBER:

L100

BOULDER SIZING-SCHEDULE				
SYMBOL	TYPE	CLASSIFICATION	DIMENSION	QUANTITY
	A	SMALL	18-24" WIDTH/DEPTH	1

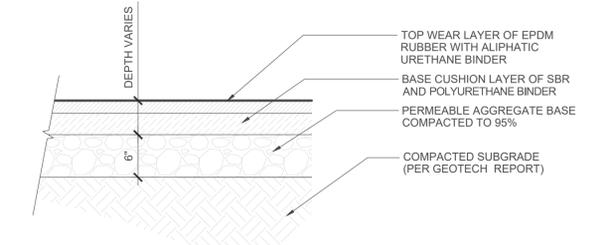
**NOTES:**

1. FINAL STONE LAYOUT TO BE VERIFIED IN FIELD WITH CLIENT REPRESENTATIVE OR LANDSCAPE ARCHITECT.
2. CONTRACTOR TO PROVIDE BOULDERS PER SCHEDULE BELOW.



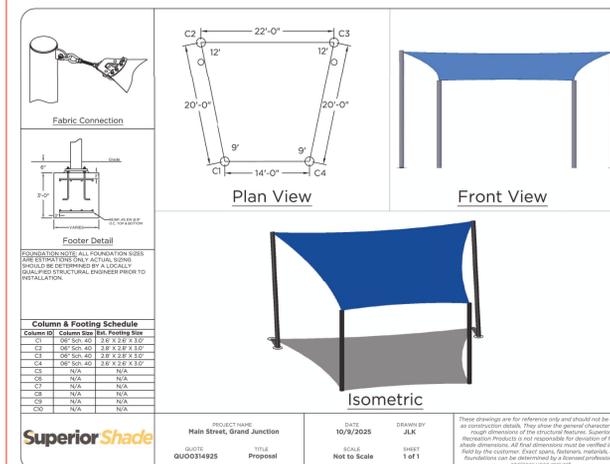
**2 BOULDER**  
1" = 1'-0" SECTION

- NOTES:**
1. POURED IN PLACE (PIP) SURFACING PER SPECIFICATIONS, VERIFY SURFACING DEPTH TO MEET CRITICAL FALL HEIGHT REQUIREMENTS OF ALL PLAY EQUIPMENT. WITH EACH PLAY MANUFACTURER PRIOR TO INSTALLATION.
  2. COORDINATE PREPARATION OF SUB-BASE WITH PIP SURFACING INSTALLERS. SLOPE SUB-BASE FOR GENERAL POSITIVE DRAINAGE TOWARDS DRAINAGE TRENCHES.
  3. REFER TO PLANS FOR FINISHED GRADES, REQUIRED PLAY EQUIPMENT USE ZONES WITH DEPTHS, AND COLORS PATTERNS.
  4. POURED-IN-PLACE PLAY SURFACE, AVAILABLE FROM SURFACE AMERICA, PLAYBOUND SURFACING (OR APPROVED EQUAL), 50% ROYAL BLUE AND 50% TEAL.

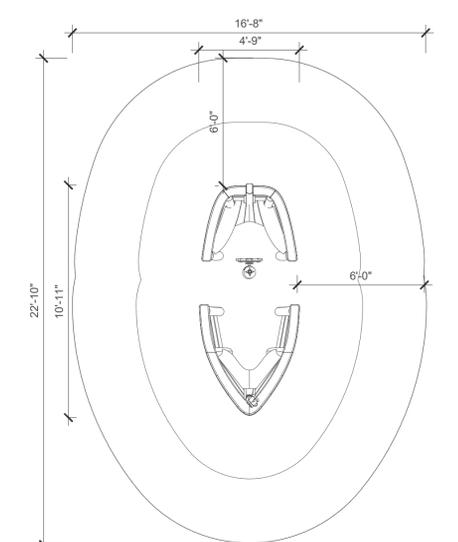


**SOLE SOURCE**

**1 POURED IN PLACE PLAY SURFACING**  
1" = 1'-0" SECTION



6 SHADE STRUCTURE - TYPE 2  
N.T.S. CUTSHEET



3 BOAT STRUCTURE - NRO520  
1/4" = 1'-0"

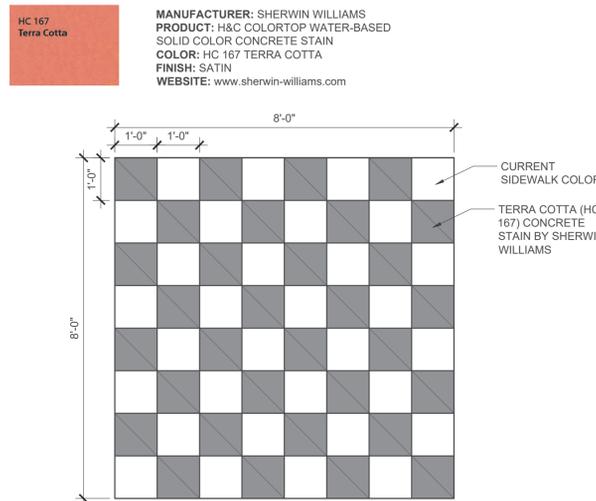
- NOTES:**
- CONTRACTOR/INSTALLER TO FIELD VERIFY ALL SAFETY ZONES, CLEARANCES, AND ELEVATIONS TO MEET ALL APPLICABLE CODES.
  - MAST NOT TO BE INCLUDED.

**MANUFACTURER:** KOMPAN  
**COLOR:** ROBINIA TURQUISE WITH BROWN TRANSPARENT  
**MODEL:** NRO520  
**WEBSITE:** www.kompan.com  
**PHONE:** 800.426.9788  
**EMAIL:** contact@kompan.com

**LOCAL REPRESENTATIVE:** SUMMIT RECREATION  
**WEBSITE:** summitrecreation.com  
**PHONE:** 303.465.2286  
**EMAIL:** info@summitrecreation.com

SOLE SOURCE

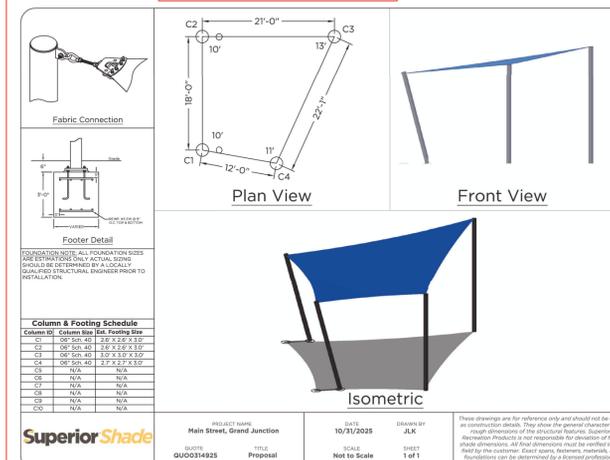
PLAN, SECTION



7 PAINTED CHECKERBOARD PATTERN  
1/2" = 1'-0"

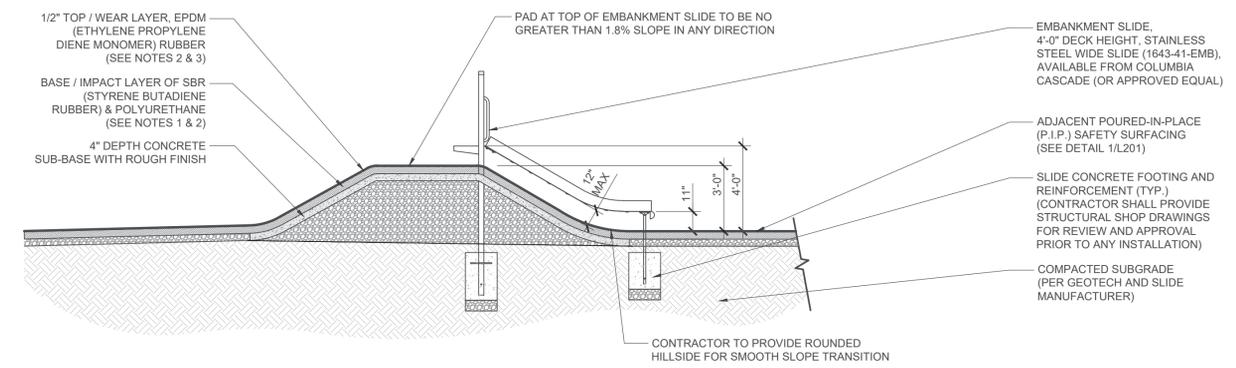
**MANUFACTURER:** SHERWIN WILLIAMS  
**PRODUCT:** H&C COLORTOP WATER-BASED SOLID COLOR CONCRETE STAIN  
**COLOR:** HC 167 TERRA COTTA  
**FINISH:** SATIN  
**WEBSITE:** www.sherwin-williams.com

CURRENT SIDEWALK COLOR  
 TERRA COTTA (HC 167) CONCRETE STAIN BY SHERWIN WILLIAMS



5 SHADE STRUCTURE - TYPE 1  
N.T.S. CUTSHEET

SOLE SOURCE

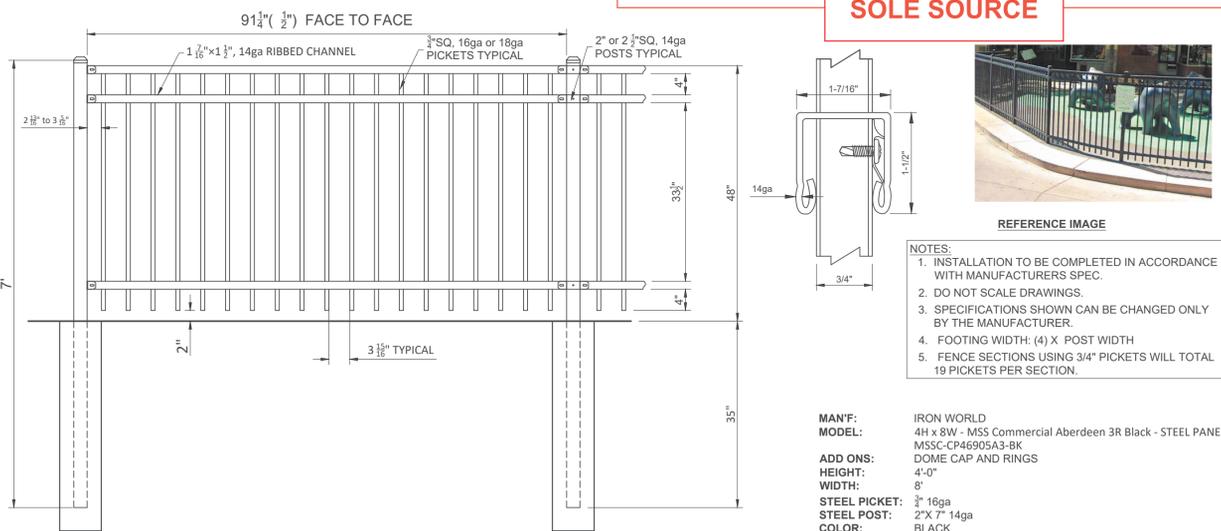


- NOTES:**
- REFER TO EMBANKMENT SLIDE AND PLAY STRUCTURE MANUFACTURER'S SPECIFICATIONS FOR INFORMATION REGARDING FALL HEIGHT REQUIREMENTS AND SURFACING. COORDINATE INSTALLATION WITH MANUFACTURER REQUIREMENTS.
  - CONTRACTOR TO PROVIDE PHYSICAL COLOR SAMPLES FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT.
  - CONTRACTOR TO PROVIDE STRUCTURAL SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FINAL CONSTRUCTION.

2 SLIDE MOUND  
1/4" = 1'-0"

SOLE SOURCE

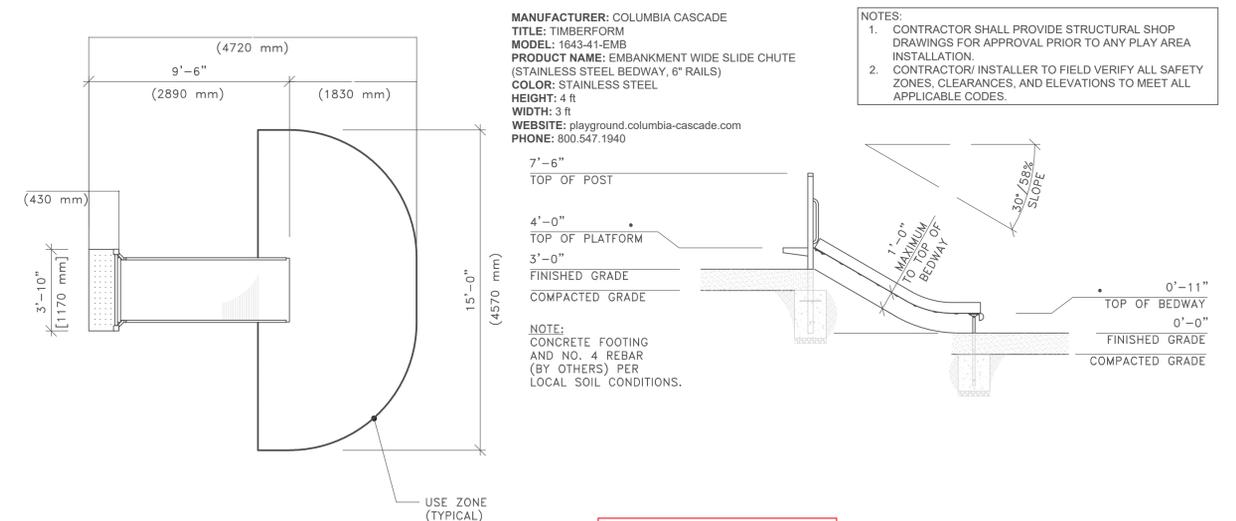
SECTION



4 FENCE  
3/4" = 1'-0" ELEVATION

- NOTES:**
- INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPEC.
  - DO NOT SCALE DRAWINGS.
  - SPECIFICATIONS SHOWN CAN BE CHANGED ONLY BY THE MANUFACTURER.
  - FENCE WIDTH: (4) X POST WIDTH
  - FENCE SECTIONS USING 3/4" PICKETS WILL TOTAL 19 PICKETS PER SECTION.

**MAN'F:** IRON WORLD  
**MODEL:** 4H x 8W - MSS Commercial Aberdeen 3R Black - STEEL PANEL  
**ADD ONS:** DOME CAP AND RINGS  
**HEIGHT:** 4'-0"  
**WIDTH:** 8'  
**STEEL PICKET:** 3/4" 16ga  
**STEEL POST:** 2" X 7" 14ga  
**COLOR:** BLACK



1 EMBANKMENT SLIDE - 1643-31-EMB  
1/4" = 1'-0"

SOLE SOURCE

PLAN, SECTION

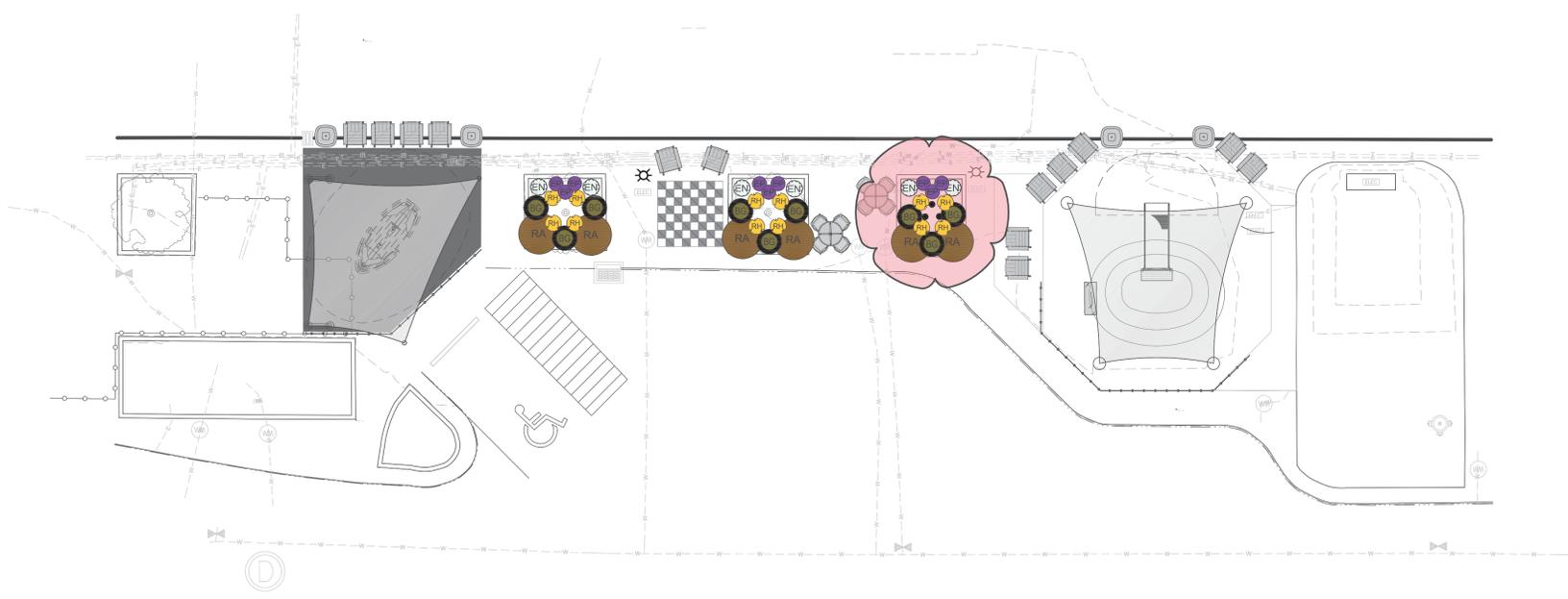
**MANUFACTURER:** COLUMBIA CASCADE  
**TITLE:** TIMBERFORM  
**MODEL:** 1643-41-EMB  
**PRODUCT NAME:** EMBANKMENT WIDE SLIDE CHUTE (STAINLESS STEEL BEDWAY, 6" RAILS)  
**COLOR:** STAINLESS STEEL  
**HEIGHT:** 4 ft  
**WIDTH:** 3 ft  
**WEBSITE:** playground.columbia-cascade.com  
**PHONE:** 800.547.1940

- NOTES:**
- CONTRACTOR SHALL PROVIDE STRUCTURAL SHOP DRAWINGS FOR APPROVAL PRIOR TO ANY PLAY AREA INSTALLATION.
  - CONTRACTOR/INSTALLER TO FIELD VERIFY ALL SAFETY ZONES, CLEARANCES, AND ELEVATIONS TO MEET ALL APPLICABLE CODES.

**NOTE:**  
 CONCRETE FOOTING AND NO. 4 REBAR (BY OTHERS) PER LOCAL SOIL CONDITIONS.

LANDSCAPE PLANTING NOTES

- The Contractor shall be responsible for becoming aware of all related existing conditions, utilities, pipes and structures, etc. prior to construction. The Contractor shall be held responsible for contacting all utility companies for field location of all underground utility lines, including depths, prior to any excavation. The Contractor shall take sole responsibility for any and all cost, or other liabilities incurred due to damage of said utilities/structures/etc.
- The Contractor shall not willfully proceed with construction as designed when it is apparent that known obstructions and/or grade differences exist that may not have been known during design. Such conditions shall be immediately brought to the attention of the Owner's Representative for clarification. The Contractor shall assume full responsibility for all liabilities, including necessary revisions due to failure to give such notification.
- The Contractor shall be responsible for any coordination with Subcontractors as required to accomplish all planting and related operations.
- See specifications and details for planting methods (staking, pit dimensions, backfill requirements, etc.), soil testing, materials, execution and plant protection and other related planting requirements.
- The acceptable tolerances for this project are minimal and specific layout is required as shown on the layout, planting, and other plans. Final location and staking of all plant materials shall be accepted by the Owner's Representative in advance of plantings. A registered surveyor may be required if specified elsewhere.
- The Contractor shall notify Owner's Representative 48 hours prior to commencement of work to coordinate project inspection schedules.
- If conflicts arise between size of areas and plans, The Contractor is required to contact Owner's Representative for resolution. Failure to make such conflicts known to the Owner's Representative will result in The Contractor's liability to relocate the materials.
- Plant names may be abbreviated on the drawings. See plant legend for symbols, abbreviations, botanical/common names, sizes, estimated quantities (if given) and other remarks.
- It is The Contractor's responsibility to furnish all plant materials free of pests or plant diseases. Pre-selected or "tagged" material must be inspected by The Contractor and certified pest and disease free. It is The Contractor's obligation to maintain warranty all plant materials per the "Project Manual" and planting specifications. All plants shall be subject to the Owner's Representative approval prior to installation.
- The Contractor may be asked to provide "Unit Cost" for every size of plant material, by type, as called out on the planting plans, specifications and details. Unit cost shall include the plant material itself including installation, all labor, amendments, fertilizers, warranties, etc. as shown on the drawings, details and as specified.
- Provide matching sizes and forms for all species of trees and plants installed on grid or spaced equally in rows as shown on drawings, unless otherwise shown or detailed. Adjust spacing (to "equal-equal") as necessary (subject to acceptance by the Owner's Representative).
- Form a minimum 36 inch watering basin around all trees as shown in the details. Fill basin with 3" layer of mulch (see specs). See also details and project manual, if applicable.
- The Contractor shall fine grade, rake and be responsible for positive drainage away from all structures and throughout site, with accurately set flow lines. No low spots or ponding of surface water will be accepted in the final work. No rocks or debris will be accepted (see specs). Final grade tolerances are +/-0.1 foot maximum.
- Unless indicated otherwise, all planting beds are to be mulched with 3" deep layer of mulch per plans, details, and project manual, if applicable.
- All planting beds to be separated from adjacent lawn with steel edger per specifications (as shown). If a bed lies adjacent to hardscape surface, no edger is required, as shown in plans. Stake per plans for review/acceptance by Owner's Representative, prior to installation. Install per specification and details. In some cases, perennial and annual beds may be separated from adjacent shrub bed areas. See plans, details, and specifications.
- The Contractor may be required to provide coordinate geometry stakes for all control point layout of steel edger at the discretion of the Owner's Representative. Additionally, The Contractor shall provide point lines / string lines / hose or other means to fully indicate the specific layout geometry of all steel edgers for approval by the Owner's Representative, prior to any construction. The Contractor's base bid shall anticipate minor adjustments as directed by the Landscape Architect in the field.
- Where provided, area takeoffs and plant quantity estimates are for information only. The Contractor is responsible to do their own quantity take-offs for all plant materials and sizes as shown on plans. In case of an discrepancies, plans and plant symbols shall take precedence over call-outs and/or "plant list". The Contractor is responsible for notifying the Owner's Representative with any major discrepancies for review and direction.
- Coordinate installation of all plant material with installation of all adjacent irrigation, pavements, curb and related structures. Any damage to existing improvements is the responsibility of The Contractor and shall be replaced / repaired at his own expense.
- Unless otherwise indicated:
  - All groundcovers, perennials, ornamentals, grasses and annuals shall be triangularly spaced (equal-equal). See Planting details.
  - All planting areas including sod, seed and planting beds, shall receive soil amendments. See specifications and details.
  - Sodded lawn shall have been grown between 9 and 18 months and shall have full, vigorous growth.
  - Shrubs and ornamental grass areas, within beds, are to be underlaid with weed barrier. See specifications.
  - All bulb planting (if shown) shall occur after mid-October and before ground is frozen.
- The Contractor is responsible to "restore" all areas of the site, or adjacent areas, where disturbed. Sod areas disturbed shall be restored with new sod to match existing. Native areas disturbed, if not already improved to meet other requirements of this contract, shall be restored with an approved seed mix (including topsoil and amendments).
- The Contractor shall take into consideration all necessary scheduling and other precautions to avoid winter, climatic, or other weather related damage to plants. A "planting window" of specific calendar days is required to be submitted by The Contractor for approval and planting operations should occur per this approved schedule. See specification for more information.
- All "existing plant material to remain" shall be staked and fenced for protection in a diameter equal to the drip line. See drawings for location and extent.
- During plant establishment, adjacent areas, including wetlands, ponds and stream corridors, will be protected from sedimentation and erosion. Prior to construction activities, adjacent areas outside the "Limit of Work" or impacted areas, will be protected with silt fence. Newly graded slopes above should be replanted as soon as possible following grading.



SYMBOL	CODE	BOTANICAL / COMMON NAME	QTY
<b>DECIDUOUS TREES</b>			
	UF	<i>ULMUS X 'FRONTIER'</i> FRONTIER ELM	1
<b>EVERGREEN SHRUBS</b>			
	EN	<i>Ericameria nauseosa ssp. nauseosa var. nauseosa</i> BABY BLUE RABBITBRUSH	6
<b>ORNAMENTAL GRASSES</b>			
	BG	<i>BOUTELOUA GRACILIS 'BLONDE AMBITION'</i> BLONDE AMBITION BLUE GRAMA	9
<b>PERENNIALS</b>			
	EP	<i>Echinacea purpurea</i> PURPLE CONEFLOWER	9
	RA	<i>Rhus Aromatica</i> GRO-LOW SUMAC	6
	RH	<i>Rudbeckia hirta</i> BLACK-EYED SUSAN	12

**1** LANDSCAPE SCHEDULE  
N.T.S. **SOLE SOURCE** SCHEDULE

Drawing: UA\2025025\_40\_Grand Junction Main Street 400 Block DD\05 CAD\Sheets\L300 - LANDSCAPE PLAN.dwg  
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 Last Plotted: 12/10/2025 12:15:05 PM  
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**MAIN STREET - 400s BLOCK**  
 CONSTRUCTION DOCUMENTATION  
 GRAND JUNCTION, CO

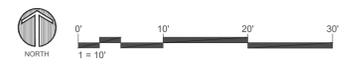


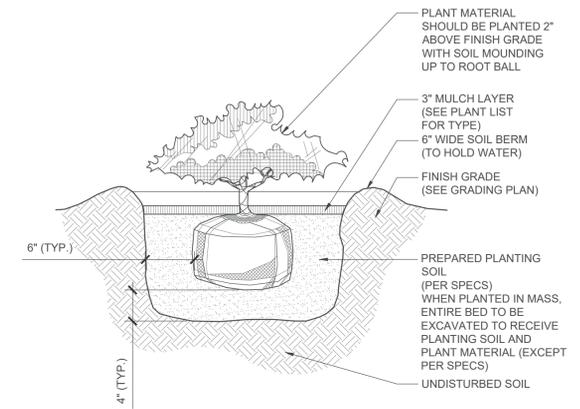
DRAWN BY: CN  
 CHECKED BY: GW/JP  
 PROJECT NO.: 2025025\_40  
 ISSUE DATE: 12/05/2025  
 REVISIONS:

SHEET TITLE:  
**LANDSCAPE  
PLAN AND  
SCHEDULE**

SHEET NUMBER:

**L300**



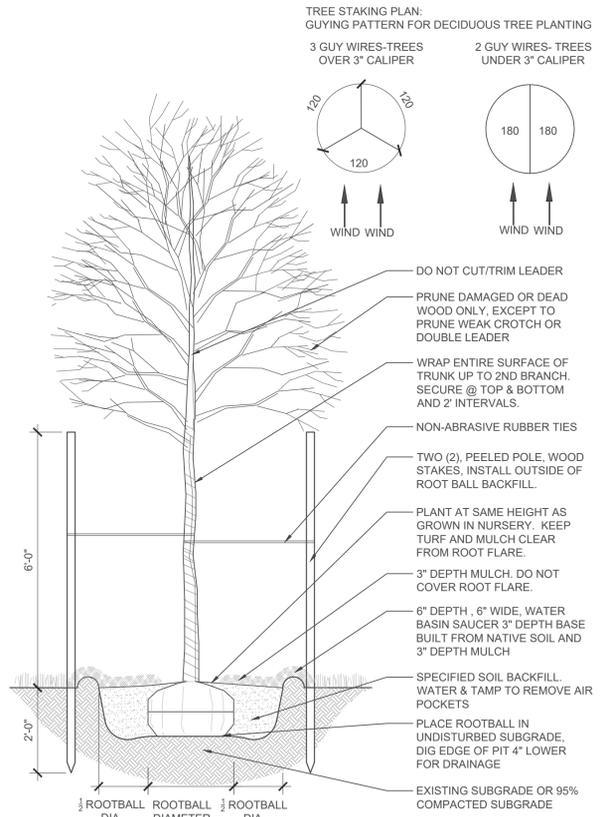


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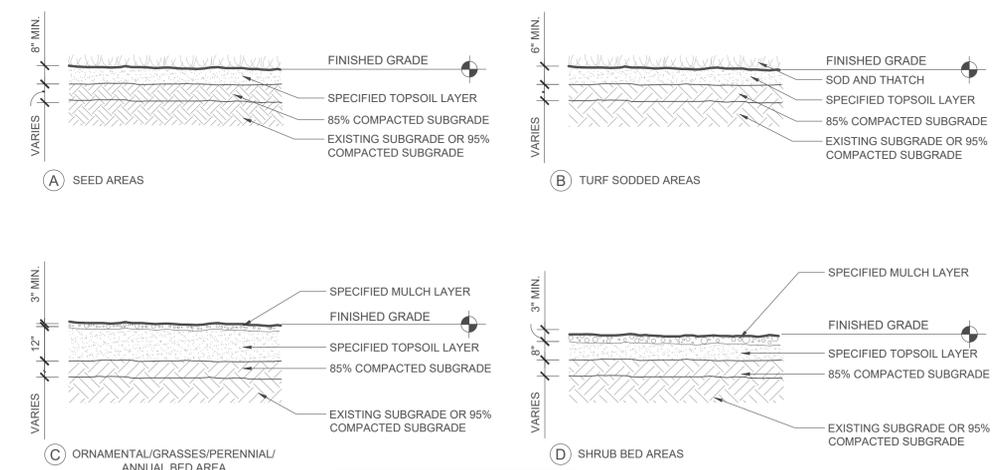
**2**  
L301 **SHRUB AND GROUNDCOVER PLANTING**  
SECTION  
3/4"=1'-0"

NOTES:  
1. CONTRACTOR TO ASSURE PERCOLATION RATES OF ALL PLANTING PITS PRIOR TO INSTALLATION.

NOTES:  
1. SEE PLANTING PLANS AND PLANT SCHEDULES FOR TREE LOCATION & TYPE. SEE PLANTING NOTES FOR ADDITIONAL INFORMATION.  
2. ALL FINAL GRADING AND TOP SOILING SHALL BE COMPLETE PRIOR TO TREE PLANTING.  
3. SEE PLANTING PLANS FOR SURFACE TREATMENT / FINISH. DO NOT PLANT UNTIL FINAL GRADES HAVE BEEN PROVIDED. SEE GRADING PLANS AND NOTES.  
4. GUY AND STAKE ALL TREES 2" CAL. OR LARGER. PLACE STAKE PLUMB AND OUTSIDE TREE PLANTING PIT.  
5. TEST PERCOLATION RATE OF PIT AND REPORT RESULTS TO OWNER'S REP. 24 HRS PRIOR TO PLANTING. WATER PLANTING PIT WHILE BACKFILLING.  
6. PRUNE DAMAGED, WEAK, DEAD AND DOUBLE CROTCH / LEADER WOOD ONLY. IF PRUNING DOUBLE LEADER, REMOVE SMALLER, WEAKER LEADER.  
7. DO NOT STAKE TREES BELOW 8' HEIGHT.  
8. SET ROOTBALL ON UNDISTURBED SOIL.  
9. PROVIDE STAKE SYSTEM AS SHOWN IN LINE WITH PREVAILING WINDS.  
10. TREES WITH BROKEN OR FAILING ROOTBALLS WILL BE REJECTED.  
11. PROVIDE MULCH RING AS FOLLOWS:  
NON-MANICURED TURF - 48" MIN. MULCH RING IN  
MANICURED TURF - 36" MULCH RING, MAINTAIN 4'-6" CLEAR ZONE FROM TRUNK.

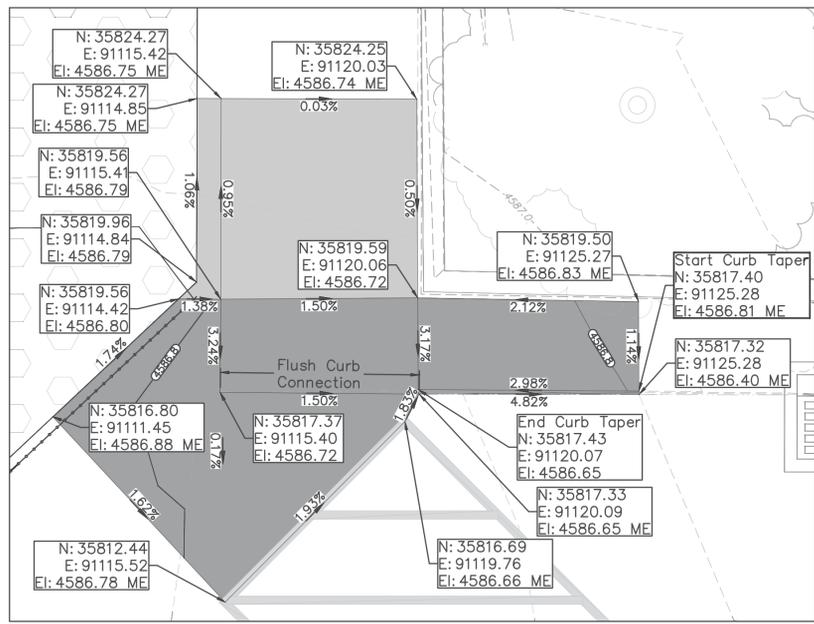


MULCHING CONDITIONS:  
1. PROVIDE SPECIFIED MULCH IN THE FOLLOWING BEDS:  
PERENNIALS  
A. ORNAMENTAL GRASSES  
B. TREE RINGS  
C. SHRUB BEDS  
D. GROUNDCOVERS  
E. HARD COMPACT SOIL AT SHOVEL CUT EDGE  
3. SPECIFIED MULCH LAYER 3" THICK IN PERENNIALS /GROUNDCOVER AREA, AND TREE WELLS.  
4. SEE MATERIALS SCHEDULE AND PLANS FOR SPECIFIED MULCH.

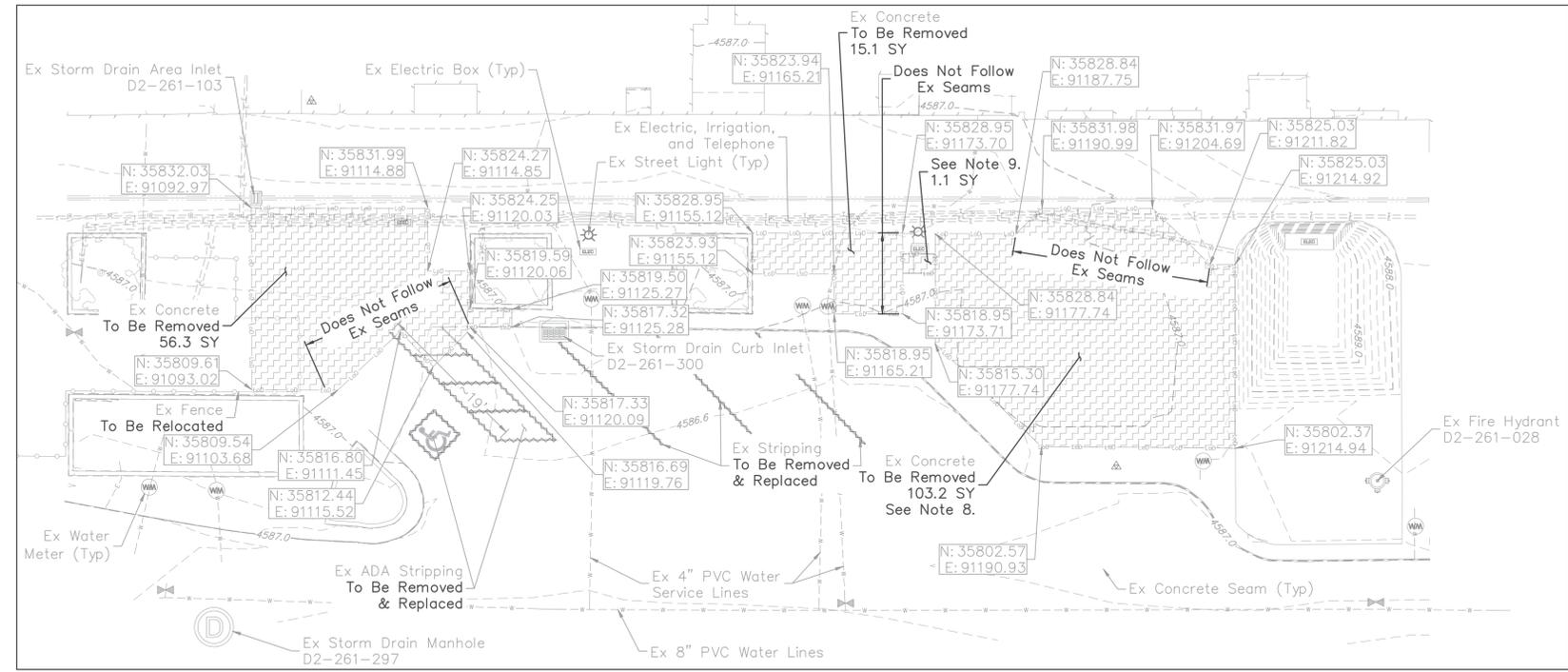


**3**  
L301 **PLANTING AREAS**  
SECTION  
1"=1'-0"

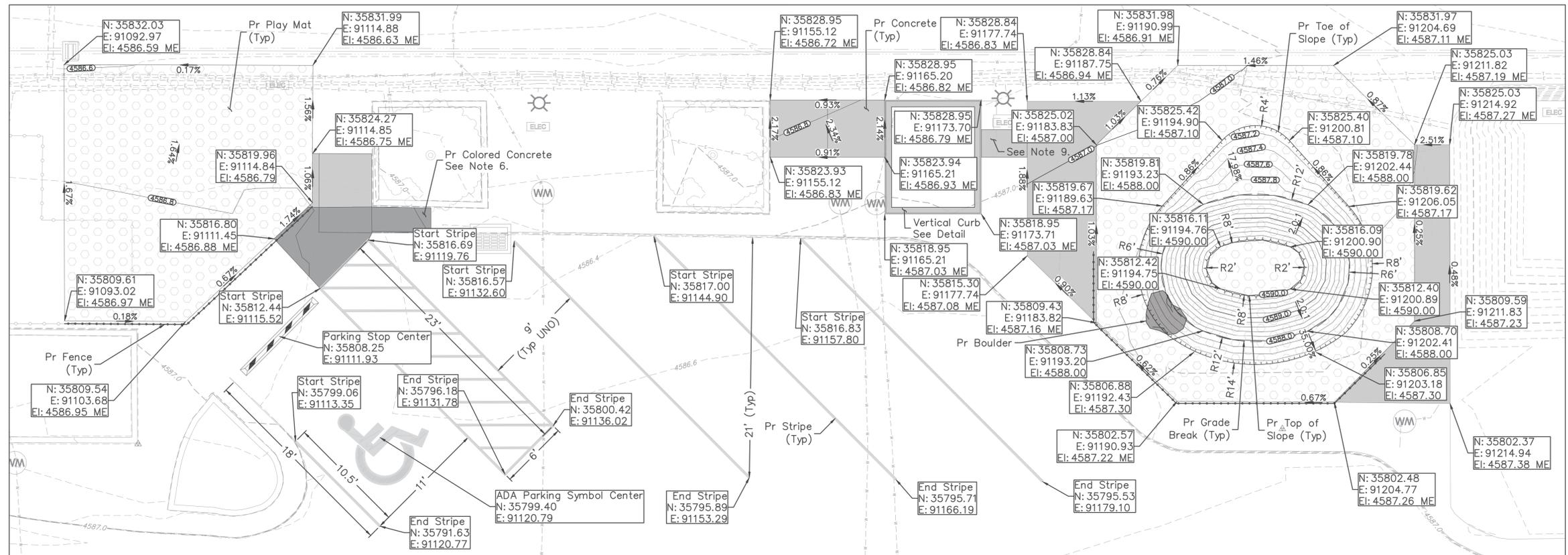
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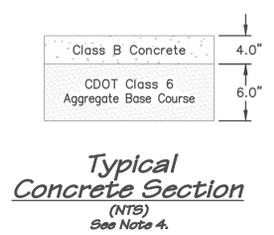
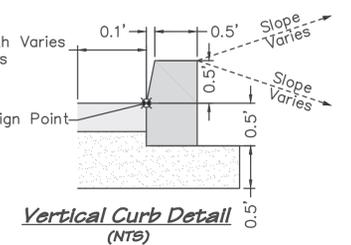
**ADA Curb Adjustment Proposed Grading**  
 1:2



**Demolition Plan**  
 1:10



**Proposed Grading & Striping Plan**  
 1:5



**NOTES:**

- The concrete demolition is intended to match existing concrete seams UNO.
- Contractor shall field verify existing utilities prior to construction and contact the Engineer of Record with any variance from the plan set.
- All new parking striping shall be a 4" wide white paint stripe.
- Contractor shall verify concrete sections in the field, if existing sections differs from plans contractor shall replace section in kind.
- Concrete is not colored UNO.
- Colored concrete: 1 pound of Omaha tan (Davis 5084) or engineer approved equal per sack of cement per cubic yard.
- Reference all irrigation and electric plans prior to pouring concrete.
- Remove existing splash pad structure as part of demolition and fill with structural backfill (Flow-Fill).
- Reference electrical plans, Sheet ES1-1. If constructing alternative one (S7), do not remove or replace marked section on plan set. If constructing alternative two (S8), remove and replace indicated section on plan set.

Drawing: S:\PROJECTS\2163.dti\Design\002 Main St Splash Pad\Design\DWG\03-Model\2163-002 Model.dwg  
 Last Saved: December 9, 2025 9:10:01 AM by LJohnson  
 Last Plotted: 12/9/2025 9:11:25 AM  
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FIRE ALARM EQUIPMENT LEGEND table with symbols for FACP, fire alarm pull station, horn, strobe, speaker, detector, lamp, smoke detector, heat detector, PIR detector, door hold, flow switch, tamper switch.

COMMUNICATION LEGEND table with symbols for clock only, wall mounted clock, round ceiling speaker, square speaker, intercom, wireless access point, projector, HDMI, plain data outlet, floor mounted data, ceiling mounted data, television outlet.

SECURITY SYSTEM LEGEND table with symbols for security camera, ADA door operator, electric door strike, card reader.

LIGHTING LEGEND table with notes on symbols and variations, and a table for switches including single pole, two pole, three-way, four-way, dimmer, and 3-way dimmer switches.

SWITCHES table with symbols for various switch types: single pole, two pole, three-way, four-way, dimmer, 3-way dimmer, door activated, wall mounted dual technology, low voltage light, manual motor, pilot light, auto on/off, dual technology motion, occupancy sensor, manual on/off dimming, key operated, manual on-timed off, ceiling mounted dual technology occupancy sensor, ceiling mounted dual technology manual on/off vacancy sensor, ceiling mounted daylight harvesting sensor, scene control station, unit lighting management control station.

LIGHT FIXTURES table with symbols for 1x4 LED troffer, 2x4 LED troffer, 2x2 LED troffer, open strip fixture, wall bracket linear fixture, wall mounted sconce, recessed downlight, surface ceiling or pendant, double face exit sign, single face exit sign, wall mounted emergency light, emergency exterior egress fixture.

- GENERAL ELECTRICAL NOTES: 1. ALL ELECTRICAL WORK TO COMPLY WITH LATEST EDITION OF NEC, IEC AND ALL APPLICABLE GOVERNING CODES. 2. FIELD COORDINATION DURING CONSTRUCTION IS IMPERATIVE... 3. ELECTRIC UTILITY TO ADVISE OWNER AND/OR THE ELECTRICAL ENGINEER... 4. ALL WIRING IS SHOWN DIAGRAMMATICALLY ON DRAWING... 5. ALL PENETRATIONS OR THROUGH FIRE RATED PARTITIONS... 6. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION... 7. COORDINATE ALL DEVICE, FIXTURE AND HARDWARE COLOR SELECTIONS... 8. COORDINATE THE MOUNTING HEIGHTS OF ALL RECEPTACLES... 9. BRANCH CIRCUIT AND SPECIAL SYSTEMS WIRING FOR DEVICES ON WALLS... 10. ALL EXPOSED CONDUITS, BOXES, ETC. IN ROOMS TO BE PAINTED... 11. THE CONTRACTOR IS RESPONSIBLE FOR PATCHING, PAINTING... 12. PROVIDE ELECTRICAL CONNECTION TO ALL FIRE, SMOKE, AND FIRE / SMOKE DAMPERS... 13. REFER TO THE MECHANICAL EQUIPMENT SCHEDULE FOR ADDITIONAL REQUIREMENTS...

ELECTRICAL EQUIPMENT LEGEND table with symbols for branch circuit panelboard, telephone terminal board, electric motor, fused safety switch, motor starter, contractor, circuitry homerun, conduit or wire concealed, conduit or wire underfloor/undergnd.

MAIN DISTRIBUTION GEAR table with symbols for circuit breaker, pad mounted utility transformer, fused disconnect, 2 pole fused disconnect, electrical meter, electrical power panel with main lug or main breaker.

ELECTRICAL DEVICE LEGEND table with symbols for ceiling junction box, wall junction box, duplex receptacle, floor mounted receptacle, split wired duplex receptacle, ceiling mounted duplex receptacle, floor mounted fourplex receptacle, appliance receptacle, duplex receptacle, fourplex receptacle, abbreviations pertain to all duplex and fourplex receptacles.

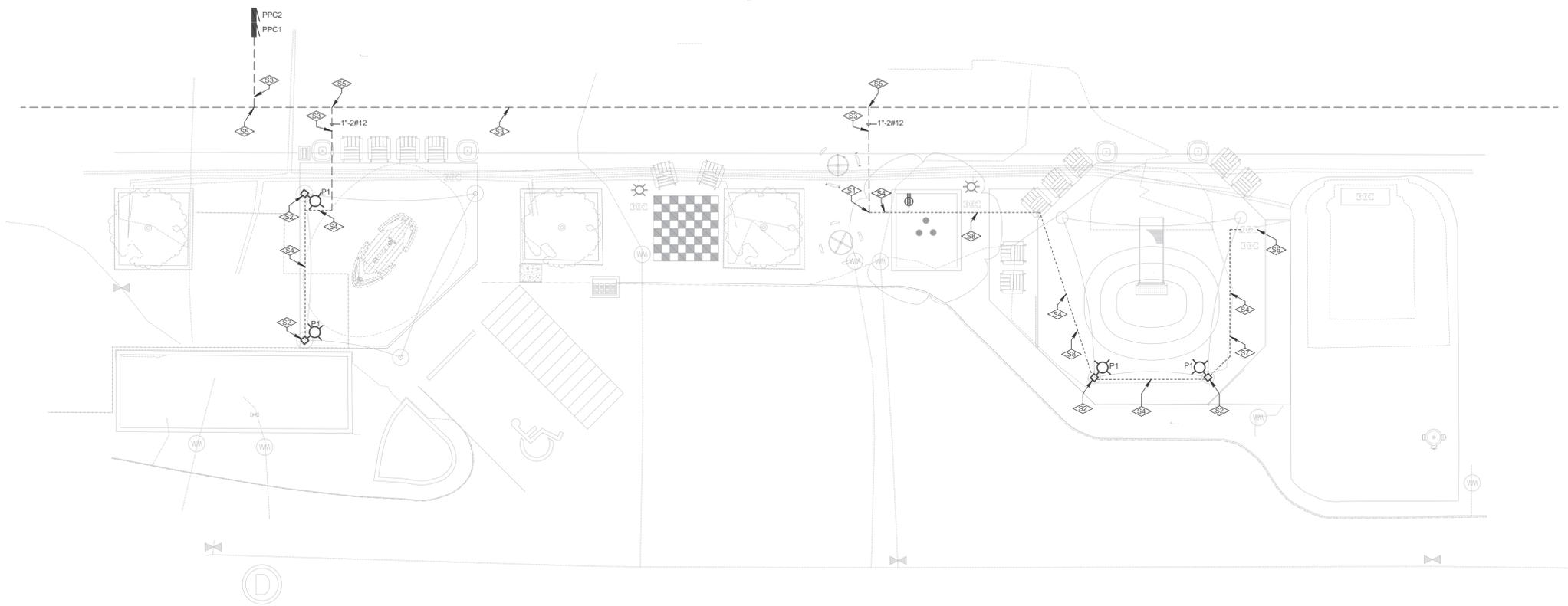
- LUMINAIRES: 1. COORDINATE THE LOCATION OF ALL LIGHTING EQUIPMENT INCLUDING BUT NOT LIMITED TO THE LUMINAIRES, SWITCHES WITH THE ARCHITECTURAL, STRUCTURAL AND MECHANICAL DRAWINGS... 2. LIGHTING FIXTURES SHALL BE SUPPORTED FROM THE STRUCTURE ABOVE... 3. THE ELECTRICAL CONTRACTOR IS TO CONFIRM THE LIGHT FIXTURES ORDERED WILL BE COMPATIBLE... 4. VERIFY LUMINAIRE MOUNTING REQUIREMENTS AND OVERALL HEIGHT... 5. ALL LIGHT FIXTURES NEED TO BE COMPATIBLE WITH THE SWITCHES AND CONTROLS... 6. THE LIGHTING PACKAGE SHALL BE APPROVED BY BOTH THE ARCHITECT AND ENGINEER... 7. COORDINATE LUMINAIRE MOUNTING REQUIREMENTS PRIOR TO PLACING ORDER.

RESPONSIBLE DIVISION: table with columns for ITEM, FURNISHED, SET, POWER WIRED, CONTROL WIRED. Includes rows for combination magnetic motor starters, fused and unfused disconnect switches, manual operating and multi-speed switches, controls, relays, transformers, thermostats, thermostat line voltage, temperature control panels, motor and solenoid valves, heating, cooling, ventilation and air conditioning controls, exhaust fan switches.

- SUBSCRIPT FOOTNOTES: 1. MOTOR STARTER TO INCLUDE CONTROL TRANSFORMER, HOA SWITCH, (1) NO AND (1) NC AUXILIARY CONTACT, AND "ON" AND "OFF" PILOT LIGHTS. 2. IF ITEM IS FOR LINE VOLTAGE, SET IN PLACE AND CONNECT UNDER DIVISION 26. WHERE FACTORY MOUNTED ON EQUIPMENT OR ATTACHED TO PIPING OR DUCTS AND USING LINE VOLTAGE FURNISH AND SET UNDER DIVISION 23, CONNECT UNDER DIVISION 26.

ABBREVIATIONS: table with columns for abbreviations and full names. Includes terms like mounting height, finished floor, amps, access door, air admittance valve, above, air conditioning unit, above counter, area drain, above finished ceiling, above finished grade, ampere interrupting capacity, arc fault circuit interrupters, above finished floor, air handling unit, aluminum, access panel or door, automatic transfer switch, audio/video, average, american wire gage, building automation system, baseboard, back draft damper, back flow preventer, boiler, building, below, bottom of beam, bottom of duct, bottom of pipe, basement, british thermal unit, chiller, combination arc fault circuit interrupters, capacity, circuit breaker, circuit balancing valve, color related color temperature, circuit, cubic feet per hour, cubic feet per minute, chilled water return, chilled water supply, cast iron, center line, ceiling, concrete masonry unit, clean out, column, compressor, concrete, condensate, connection, continuation, contractor, color rendering index, cooling tower, current transformer, condensing unit, copper, cabinet unit heater, constant volume box, condenser water return, condenser water supply, dry bulb, department, drinking fountain, diameter, diagram, differential, discharge, division, down, duct silencer, drawing, dx, existing, exhaust air grille/register, entering air temperature, electrical contractor, eccentric, exhaust fan, efficiency, elevation, electric, elevator, emergency function, entering, electric metallic tube, eq, equip, equip/equivalent, end switch, external static pressure, expansion tank, ewc, entering water temperature, exhaust, expansion, external, degrees fahrenheit, free area, fan coil unit, footcandle, flow control valve, fire damper, floor drain, finished, full load amps, flexible, floor, flat on bottom, flat on top, fire protection, fire pump, feet per minute, feet per second, flow switch, flexible connection, gnd, ground, gauge, gallon, over current protection, outside diameter, overload, overflow roof drain, ounce, parallel blade damper, pressure drop, phase, positive pressure, point of sales, pressure reducing valve, pressure switch, pounds per square inch, pressure transmitter, horsepower, hour, height, heater, heating water return, heating water supply, heat exchanger, hertz, inside diameter, isolated ground, inches, invert, junction box, kelvin, kilowatt, kilo-volt-amps, length, leaving air temperature, lavatory, pound, linear diffuser, linear feet, smoke damper, smoke exhaust fan, supply fan, sensible heat, shower, static pressure, surge protection device, specification, square, stainless steel, safety shower, standard, steel, system, temperature, transfer grille/register, tamper resistant, temperature transmitter, telecommunications terminal backboard, typical, transformer, undercure door, unit heater, unless noted otherwise, unoccupied, urinal, volts, volt ampere, valve, variable air volume unit, variable frequency drive, variable refrigerant flow, voltage, vent through roof, width, watts, with, without, wet bulb, water column, water closet, water gauge, weatherproof, weatherproof in-use, withstand rating, xfmr, transformer.

- SUBSTITUTIONS: A. SUBSTITUTIONS, SUBSTITUTION OF SPECIFIED EQUIPMENT WILL BE ALLOWED THROUGH A PRIOR APPROVAL PROCESS... B. EXAMINE THE DRAWINGS AND SPECIFICATIONS AND 5 DAYS PRIOR TO BIDDING REPORT ANY ERRORS... C. DRAWINGS ARE DIAGRAMMATIC AND CATALOG NUMBERS GIVEN ARE FOR REFERENCE ONLY... D. THE LATEST ADOPTED VERSIONS OF THE INTERNATIONAL BUILDING CODES SHALL BE USED AS REQUIRED... E. WHERE INSTALLATION PROCEDURES OR ANY PART THEREOF ARE REQUIRED TO BE IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER OF THE MATERIAL BEING INSTALLED...



**ELECTRICAL - SITE PLAN**

SCALE: 1/8" = 1'-0"

**SOLE SOURCE**

LUMINAIRE SCHEDULE					
TYPE	MANUFACTURER	MANUFACTURE	VOLTAGE	WATTAGE	DESCRIPTION
P1	OSRAM	OSRAM	120V	100W	OSRAM 100W LED P1 LIGHT FIXTURE

- ELECTRICAL SITE PLAN FLAG NOTES:**
- S1. APPROXIMATE LOCATION OF EXISTING CAPPED CONDUIT. NEW ELECTRICAL OUTLET TO BE PROVIDED AT NEW PLANTER PIT TO SERVE AS A CONVENIENCE OUTLET FOR PARKS STAFF. SUPPLY FROM EXISTING CONDUIT RUN.
  - S2. P1 FIXTURES SHALL BE POLE MOUNTED AT SUCH HEIGHT THAT MINIMIZES VISIBILITY OF LED TO PEDESTRIANS AND ANGLED SUCH THAT THEY PRODUCE A WASH EFFECT ON THE SHADE CANNAS. P1 FIXTURES SHALL BE TIMECLOCK CONTROLLED FOR DUSK TO DAWN OPERATION.
  - S3. APPROXIMATE ROUTING PATH OF EXISTING CONDUIT RUN.
  - S4. APPROXIMATE ROUTING PATH OF NEW CONDUIT RUN.
  - S5. APPROXIMATE LOCATION OF EXISTING IN GRADE PULL BOX.
  - S6. APPROXIMATE LOCATION OF EXISTING 120V PULL BOX.
  - S7. ALTERNATIVE ONE: APPROXIMATE ROUTING PATH OF NEW CONDUIT RUN.
  - S8. ALTERNATIVE TWO: APPROXIMATE ROUTING PATH OF NEW CONDUIT RUN.

- ELECTRICAL SITE PLAN GENERAL NOTES:**
- 1. NEW LIGHT FIXTURES AND CONVENIENCE RECEPTACLES SHALL BE SUPPLIED FROM EXISTING PPC1 AND PPC2 ELECTRICAL PANELS. CONTRACTOR TO FIELD VERIFY THAT EXISTING ELECTRICAL GEAR HAS THE AVAILABLE SPACE AND ELECTRICAL CAPACITY TO SUPPLY NEW ADDITIONAL LOADS PER NEC 2023.
  - 2. CONTRACTOR SHALL FIELD INVESTIGATE THE EXISTING 120V PULL BOX LOCATED AT FLAG NOTE S6. CONTRACTOR SHALL DETERMINE IF THE EXISTING PULL BOX HAS THE AVAILABLE SPACE AND ELECTRICAL CAPACITY TO SUPPLY THE ADDITIONAL TWO TYPE P1 LIGHT FIXTURES. IF CONTRACTOR DETERMINES THAT THE NEW LIGHTS CAN BE SUPPLIED FROM THE EXISTING PULL BOX, THEN THE ALTERNATIVE ONE CONDUIT ROUTING PATH INDICATED BY FLAG NOTE S7 SHALL BE INSTALLED. OTHERWISE, THE ALTERNATIVE TWO CONDUIT ROUTING PATH INDICATED BY FLAG NOTE S8 SHALL BE INSTALLED.
  - 3. EXISTING CONDUIT ROUTING PATHS ARE APPROXIMATE AND BASED UPON PREVIOUS CONSTRUCTION DOCUMENTS. CONTRACTOR TO FIELD COORDINATE FINAL CONDUIT ROUTING PATHS WITH EXISTING IN GRADE PULL BOXES AND BASED UPON AVAILABLE CONDUIT FILL OF THE EXISTING INSTALLED CONDUIT PATHWAYS.

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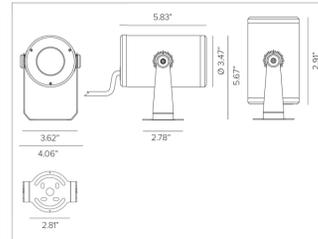
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 CHECKED BY: BCE  
 PROJECT NO.: 2025025.40  
 ISSUE DATE: 12/08/2025  
 REVISIONS:

SHEET TITLE:  
**ELECTRICAL - SITE PLAN**

SHEET NUMBER:  
**ES1-1**

DART ROUND SMALL

Compact Adjustable Professional Floodlight



DART ROUND SMALL INTEGRAL shown in Ferrite Dark Grey finish.

CONCEPT

Small footprint fully adjustable LED projector.

MECHANICAL CHARACTERISTICS

Dimensions 3.47" Dia x 4.06" H

Materials Die-cast aluminum powder coated body and joints for maximum heat dissipation. Marine Grade cathaphoresis\* available as optional.

Finish Textured finish.

- Ferrite Dark Grey ● Heritage Brown ● Bronze ● Black ● White ● Sandstone Grey

Power Cabled with 10ft SJ00W 18-5 cable and anti-wicking quick disconnect.

Functionality Adjustable up to ±50° on the horizontal plane with slotted mounting base and +90°/45° on the vertical plane with aim locking set screw.

Mounting Fixture can be installed directly to mounting surface or used with optional mounting installation accessories.

Weight 2.5lbs

EPA D17 Includes Color temp coefficient of 1.53. Does NOT include any optical accessories.

Protection IP56

Impact IK10

CERTIFICATIONS

cULus Wet Location Listed E488257. Tested in accordance with LM79-08. Compliant with California energy regulations. IEC 62471. RoHS3 EU 215-863

WARRANTY

5 year limited warranty

SUSTAINABILITY

Luminaire designed for disposal/recycling at end-of-life. Replaceable LED light source and control gear by a Targetti technician.

ELECTRICAL CHARACTERISTICS

Power Supply Integrated 4ft smart driver (Non-Dimmable / 0-10V / Reverse Phase / Forward Phase).

Wattage 4W (NSP / 15W nominal) | SP / FL / MWFL

Voltage Universal Voltage 120-277V AC 50/60Hz

Ambient Temp. -25°C / +35°C (95°F)

SOURCE

NSP Uses high efficiency LED Epistar. SP, FL, and MWFL use high efficiency LED Chip on Board with optimized thermalic tables.

TM30 CCT (Nominal) CRI Rf Rg MR SDCM

2700K 81 80 97 2 2

3000K 82 82 97 2 2

3500K 82 81 97 2 2

4000K 82 81 97 2 2

5000K 84 81 97 2 2

OPTIC

Optical system is dependent on beam angle. NSP / SP / FL versions comprised with methacrylate lenses. MWFL version comprised of precision optics with convex reflective anodized aluminum facets.

Beam

NSP 5° SP 15° FL 30° MWFL 40°

Delivered Lumens 3000K 162Lm 1212Lm 1239Lm 1477Lm

4000K 175Lm 1282Lm 1249Lm 1489Lm

\* For 2700K lumen values use multiplier of 0.96 from 3000K. For 3500K lumen values use multiplier of 1.01 from 3000K. For 5000K lumen values use multiplier of 1.01 from 4000K.

Efficacy 99Lm/W max. Refer to photometric graphs for specific values.

Lifetime L36/B10 30,000hrs at max TA +25°C L33/B10 50,000hrs at max TA +25°C

Photobiological Classification Low risk safety R1

DART ROUND SMALL

SPECIFICATION INFORMATION



Table with 6 columns: 1-PRODUCT CODE, 2-DRIVER, 3-FINISH, 4-WATTAGE, 5-OPTIC, 6-KELVIN. Rows include DR5 - DART ROUND SMALL, MG\* - Marine Grade, and PMP\* - 25ft Cable.

\*Marine Grade is recommended for use in environments with occasional exposure to salt air, reclaimed water, fertilizers, chemical cleaners, or frequent pressure washing (jetting) cleaning. Fixture housing complete with marine grade cathaphoresis suitable for use in marine grade environments. Not to be in direct contact with salt or corrosive agents for extended periods of time.

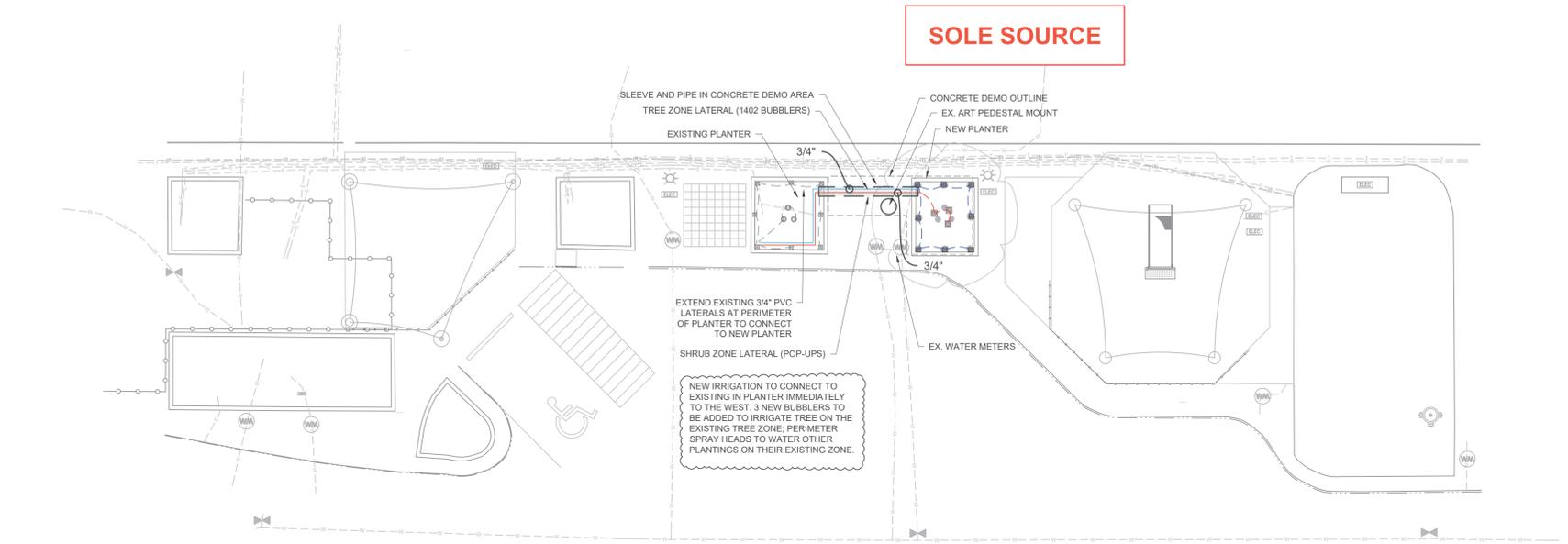
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SHEET TITLE: ELECTRICAL - SITE CUTSHEETS

SHEET NUMBER: ES1-2

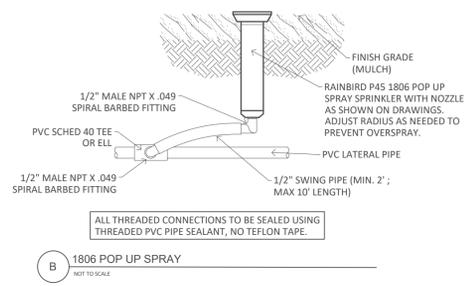
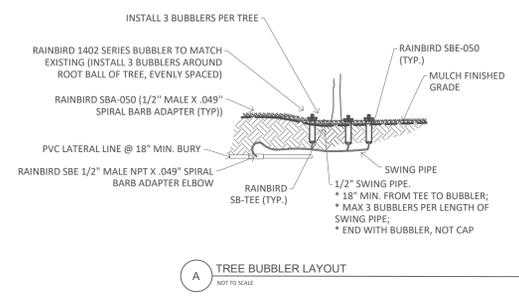


**IRRIGATION SCHEDULE**

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 1806-SAM-PRS 5 Series MPR Shrub Spray 6in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet. With Seal-A-Matic Check Valve, and Pressure Regulating Device.	8
	Rain Bird 1800-1400 Flood Fixed flow rate 0.25 GPM - 2.0 GPM, full circle bubbler, 1/2in. FIPT.	3
	Irrigation Lateral for Tree Zone, 3/4" Class 160 pvc	
	Irrigation Lateral for Shrub Zones, 3/4" Class 160 pvc	
	3/4" 80 psi Poly Tubing for Shrub Zones	
	3/4" 80 psi Poly Tubing for Tree Zones	
	Proposed 4 inch Class 200 pvc Sleeve	
<b>Existing Irrigation Legend</b>		
	Existing 80 psi Poly Tubing for Tree Zone, 3/4" unless noted otherwise	
	Existing 80 psi Poly Tubing for Shrub Zone, 3/4" unless noted otherwise	
	Existing, Spray Head	
	Existing Rainbird 1402 Bubbler	

- LANDSCAPE IRRIGATION NOTES/SPECIFICATIONS**
- CONTRACTOR SHALL VERIFY ALL CONDITIONS PERTAINING TO THIS PLAN INCLUDING THE LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION AND REPORT ANY DISCREPANCIES TO THE OWNER'S REPRESENTATIVE.
  - ALL WORK TO CONFORM TO CURRENT CITY, STATE OR COUNTY CODE AND IS SUBJECT TO INSPECTION AND APPROVAL BY APPROPRIATE INSPECTORS AND THE OWNER'S REPRESENTATIVE.
  - CONTRACTOR IS RESPONSIBLE FOR ACQUIRING POSSESSION OF FINAL/MOST RECENT PLANS BY GREENBOX STUDIO.
  - ALL PIPING IN SYSTEM WILL BE CONTAINED IN SLEEVES WHEN PASSING UNDER PAVEMENT.
  - NO CHANGES TO EXISTING IRRIGATION CONTROLLER ARE NECESSARY OTHER THAN INCREASED VOLUME.
  - CONTRACTOR IS TO COORDINATE PLANT PLACEMENT WITH IRRIGATION.
  - CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING PROPER COVERAGE OF ALL IRRIGATED AREAS AND ADJUST SPRINKLERS TO NOT SPRAY ONTO BUILDINGS, WALLS OR PAVEMENTS.
  - MAXIMUM LENGTH OF SWING PIPE ON ALL HEADS SHALL BE 10 FT. MINIMUM LENGTH SHALL BE 2 FT.
  - ALL LATERALS SHALL BE BURIED AT A DEPTH OF 18 INCHES.
  - PIPE SIZE SHOWN INDICATES MINIMUM PIPE SIZE DOWNSTREAM FROM THAT POINT.

**SOLE SOURCE**



**SOLE SOURCE**

