

RAF07ART

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	RAFE ROPEK
SUBJECT/PROJECT:	THREE DECORATIVE ENTRY CANOPIES TITLED "TRAVEL THROUGH TIME" AT VEHICULAR/PEDESTRIAN ENTRANCES
CITY DEPARTMENT:	PARKS AND RECREATION
YEAR:	2007
EXPIRATION DATE:	11/01/07
DESTRUCTION DATE:	01/13

CONTRACT TO COMMISSION ARTWORK
GRAND JUNCTION, COLORADO
Downtown Parking Garage - Entry Canopies

This Agreement ("Agreement") is entered into this 19th day of March 2007, by and between the City of Grand Junction, Colorado (hereinafter called "the City") and Rafe Ropek, 1235 NCR 27E, Berthoud, Colorado 80513 (hereinafter called "the Artist").

Recitals

The City of Grand Junction is completing construction of a new downtown parking garage ("Parking Garage") on Rood Avenue and the expected construction completion date is November 2007. The City Council has allocated \$75,000 to acquire significant artwork as part of the building. The Artist responded to the City's "Call for Entries" and was selected through a competitive process by the Grand Junction Commission on Arts and Culture Selection Committee and the City Council, and desires to create an appropriate work of art for the Parking Garage.

Based on the foregoing recitals and the terms and conditions set forth herein, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. SCOPE OF SERVICES

1.1 Artist's Responsibility

- A. The Artist shall perform all services and be responsible for all materials, supplies, and equipment necessary to design, fabricate, deliver, and install three decorative entry canopies titled "Travel through Time" over the main vehicular entrance and two pedestrian entrances of the parking garage. The Artist's services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement. The metal canopies will be constructed of aluminum grillwork with LED lighting behind an acrylic center panel, and will measure approximately 36' X 6' X 4' (main entrance) and 16' X 4' X 3' (pedestrian entrances), as described in the Artist's proposal that was submitted to and approved by the Grand Junction Commission on Arts and Culture on January 24, 2007, and approved by the City Council on February 7, 2007. The Artist's proposal submitted in January 2007 is attached hereto and made a part of this Agreement.
- B. The Artist is responsible for all costs, expenses, and fees associated with the design, engineering, fabrication, and installation of the Artwork.
- C. The Artist shall complete the design, fabrication, and installation of the Artwork as set forth in this Agreement, in a timely and workmanlike manner.
- D. The Artist shall coordinate the installation of the Artwork with the City. The Artist agrees to repair and/or replace any damage to the Artwork that may occur during installation, until completion and final acceptance of the installation, at his expense, to

the satisfaction of the City designated representative (“City Representative”), as set forth in this Agreement. The persons designated as “City Representatives” are Mike Curtis, Public Works Project Manager, and Allison Sarmo, Cultural Arts Coordinator for the Commission on Arts and Culture.

- E. The Artist is an independent contractor and not an agent or employee of the City.
- F. In performance of the work described herein, the Artist shall comply with all applicable federal, State and City laws, rules, and regulations, including but not limited to, applicable copyright, building and life, health and safety codes.
- G. The Artist shall indemnify and hold the City harmless from any damage or injury claims made by a third party(ies) arising during the installation process and caused, or claimed to be caused, by such process, including harm to himself, to others including the public, or to the Artwork.
- H. The Artist shall provide the City with written instructions for the maintenance, care, and up-keep of the Artwork, with a description of all materials used, and a Certificate of Authenticity for the Artwork.
- I. The Artist shall bear the risk of loss or damage to the Artwork until the City’s final acceptance of the Artwork, as described in Article 4 of this Agreement, and shall take reasonable measures, and provide insurance to protect the Artwork from loss or damage during fabrication, transportation, and installation.
- J. The Artist is solely responsible for the compensation and for the work of every contractor and other person he engages to assist him in discharging the duties under this Agreement. The Artist agrees to engage no person without providing adequate worker’s compensation insurance, in amounts required by Colorado law.
- K. The Artist shall secure and provide insurance for the on-site installation period in amounts and limits specified in this section. Before the work is placed on City property for installation, the Artist shall provide the City Risk Manager with a certificate of liability insurance which addresses the period of on-site installation, and includes the following:
 - (1) The policy must be an occurrence form; the coverage amount shall be \$1,000,000 for products/completed operations hazard(s); the Comprehensive General Liability insurance shall have combined single limits of \$1,000,000 per occurrence; and the policy shall not be cancelled, terminated nor not renewed without first giving 30 days advance written notice to the City Risk Manager;
 - (2) Neither this Agreement nor an insurance policy issued as required by this Agreement shall be understood to waive or diminish the effect of the Colorado Governmental Immunity Act protections enjoyed by the City.

1.2 City's Responsibility

- A. The City is responsible for providing the Artist, at no expense to the Artist, copies of designs, drawings, and other data describing the building on which the canopies will be installed.
- B. The City is responsible for site preparation and will provide electricity and an electrical box hook-up (in proximity to the main vehicular entrance and each of the two pedestrian entrances) for the LED lighting control panel, and mounting anchors above each of the three entrances for the canopies, at no expense to the Artist.
- C. The City will provide the Artist access to the site for installation of the Artwork, subject to vehicular restrictions, and will arrange for and provide, at the City's expense, traffic control during the installation.
- D. The City will secure any and all required licenses, permits, and similar legal authorizations, at no expense to the Artist, as may be necessary for the installation.
- E. The City will provide payment to the Artist in a timely fashion as outlined in the Payment Schedule in Article 6 of this Agreement.
- F. The City will designate two representatives with whom the Artist should communicate and coordinate when necessary, and either City Representative has the authority to make decisions for the City with regard to the matters described herein, including, but not limited to inspection of any work in progress at the Artist's studio or fabrication location, determining substantial and final completion of the Artwork, approving payments to the Artist, approving and coordinating installation, and similar matters.
- G. The City will provide, at no charge to Artist, a plaque on or near the Artwork identifying the Artist and Title of the Artwork.

ARTICLE 2. DESIGN CHANGES

Any change to the design of the Artwork, as described in Article 1 Section 1.1(A) and depicted in the Artist's proposal attached to and made part of this Agreement, must be approved in writing by the City. The Artist shall provide proposed changes in writing or graphic communication to the City for review and approval. A change is considered to be any alteration which materially affects the approved design, installation, or site preparation.

ARTICLE 3. INSTALLATION AND COMPLETION DATE

The Artist agrees to complete, deliver, and install the Artwork no later than November 1, 2007. The Artist will coordinate closely with the City to ascertain that the site is prepared to receive the Artwork, and to ensure any necessary traffic control measures and other installation requirements.

The completion date may be extended for such period of time as the Artist is disabled by illness or if otherwise unable to perform his work because of an act of God or similar event beyond the

control of the Artist, in which case the Artist shall immediately notify one of the City Representatives. The aggregate of any such extension shall be no more than 30 days unless the Parties agree otherwise.

Liquidated Damages: If the Artist fails to complete the on-site installation of the Artwork by November 1, 2007, a late fee of \$100 per day will be levied, beginning on November 2, 2007 and continuing at \$100 per day for every day until the day the Artwork is successfully installed. This late fee will be deducted from the final payment due to the Artist. This late fee shall not apply to delays caused by the City or acts of God.

ARTICLE 4. ACCEPTANCE OF THE ARTWORK

The Artwork will be deemed to be accepted by the City after the following requirements have been satisfied:

- (1) The Artwork is completed, delivered, and installed in accordance with this Agreement and the approved design, and the City has verified this; and
- (2) The Artist has delivered to the City's Commission on Arts and Culture the following:
 - (a) An executed bill of sale;
 - (b) Written maintenance and care instructions; and
 - (c) An original signed Certificate of Authenticity.

ARTICLE 5. PAYMENT SCHEDULE

1.1 The City shall pay the Artist a fixed fee of \$75,000, which will constitute full and complete compensation for all services performed, materials furnished, and for the artistic value provided by the Artist under this Agreement. If the Artist is in compliance with the terms of this Agreement, then the City will pay the Artist as follows:

- A. First payment of \$25,000 (one-third or 33-1/3% of the total cost of the Artwork) shall be made when this Agreement is signed by both Parties, recognizing that the Artist will invest time and incur expenses in preparing the designs as set forth in Article 1, Section 1.1(A). No invoice from the Artist is required for this payment.
- B. Second payment of \$25,000 (one-third or 33-1/3% of the total cost) shall be made to the Artist when the Artwork is completed and reasonable proof of this has been provided. The Artist will provide a written invoice for this payment and photographs (print or digital) documenting the completed sculpture. The City reserves the right to make a site inspection of the Artwork prior to payment within one (1) week of receipt of written notification from the Artist.
- C. Third and final payment of \$25,000 (one-third or 33-1/3% of the total cost) shall be made following installation and acceptance of the Artwork by the City, as described in Article 4.

D. In the event the Artist completes the Artwork more than thirty (30) days in advance of the date of installation and delivers the Artwork to the City of Grand Junction to be stored until installation, the Payment Schedule shall be modified as follows:

- (1) Third payment of \$12,500 (one/sixth of the total cost) shall be made to the Artist when the Artwork is completed and delivered to the City for storage (Artist will provide a written invoice for this payment); and
- (2) The fourth and final payment of \$12,500 (one/sixth of the total cost) shall be made to the Artist following installation and acceptance of the Artwork by the City, as described in Article 4.

1.2 The City agrees to mail each payment described above within two (2) weeks of receiving an invoice from the Artist.

ARTICLE 6. WARRANTY

- A. The Artist represents and warrants that the design of the Artwork is unique and solely the result of the creative efforts of the Artist, and is wholly original with the Artist and does not infringe upon or violate the rights of any third party.
- B. The Artist warrants that the Artwork is and shall remain free and clear of all liens, including mechanics liens and encumbrances of the Artist.
- C. The Artist shall not duplicate or offer the same or materially similar Artwork for sale elsewhere within the State of Colorado.
- D. The Artist warrants that all work is performed in accordance with professional “workmanlike” standards, and fully guarantees the Artwork to be free from defective materials, products, and workmanship, for one year following the date of the City’s final acceptance of the Artwork, as described above. During this period the Artist agrees to make necessary repairs to the Artwork, in a manner satisfactory to the City, of any defect which is the result of faulty workmanship or materials. If within one year following the date of final acceptance, the Artist is unable or unwilling to make any necessary repairs, the Artist is responsible for reimbursing the City for damages, expenses, or loss incurred by the City as a result of having to complete such repairs, up to but not exceeding \$25,000.00. The Artist is not responsible for damage to the Artwork caused by vehicles, vandalism, acts of God, City employees or contractors, or moving the Artwork from its initial installation location.

ARTICLE 7. COPYRIGHT

- A. The Artist expressly reserves the rights under common law or under the federal Copyright Act to control the making and dissemination of copies and reproductions of the Work that the court(s) in the venue of this Agreement afford to him, except as specified in Article 6 Section C. The Artist specifically agrees that the City, and its commissions, agents, divisions, employees and officials may, without further approval from or compensation to the Artist, reproduce the Artwork graphically, in photographs, drawings, or computer generated images for any City business, including advertising,

promotions, visitor and convention activities, and economic development activities. The City agrees that whenever appropriate such graphic reproductions of the Artwork will include the Artist's name, in such a manner and location as will comply with U.S. copyright law.

- B. The City acknowledges the existence of a 1990 federal law regarding Artist's rights which limits the City's unilateral ability to modify the Artwork without advance notice to the Artist; however, the Artist agrees that the Artwork, and all components and elements thereof, are the property of the City. The Artist agrees that after the warranty period described in Article 7.D. expires, the City has the right to unilaterally, without Artist's knowledge or consent, repair, remove, relocate, replace, sell, or store the Artwork. While it is the City's intent to permanently retain and maintain the Artwork as described herein, over time future citizens and City Councils may determine that the City should remove it or otherwise dispose of the Artwork, and the City reserves that right. If the City alters, modifies, or changes the Artwork, it will not thereafter represent the altered work as that of the Artist without his consent.
- C. The Artist agrees to indemnify and hold the City harmless from any and all liability arising out of the Artist's violation or claim of violation by any person of any copyright or trademark infringement whether or not such claim(s) or suit(s) is(are) frivolous.
- D. The Artist has and will retain a first position lien against the title to the Artwork until all payments have been completed in accordance with the terms of this Agreement or termination in accordance with the terms hereof has occurred, at which time the Artist agrees to deliver to the City an executed bill of sale along with other documentation evidencing transfer of title to the Artwork from the Artist to the City, and the originals of all warranties and other descriptive documentation of components of the Artwork.

ARTICLE 8. INDEMNIFICATION

The Artist will indemnify and hold the City harmless from all loss and liability (including attorney's fees, court costs, and all other litigation expenses) for any infringement of the patent rights, copyright, trademark, and all intellectual property claims of any person or persons in consequence of the City's acceptance of the Artist's work or the use by the City, or any of its officers or agents, of articles or services supplied in the performance of this Agreement, whether or not such claim(s) is(are) frivolous.

ARTICLE 9. DEATH OR INCAPACITY

If the Artist becomes unable to complete the terms of this Agreement due to death or incapacitation, such death or incapacitation will not be considered a default of this Agreement on the part of the Artist; however, upon the happening of death or incapacity of the Artist, the City is not obligated to proceed with this Agreement.

In the event of incapacity, the Artist may assign the Artist's obligations and services under this Agreement to another artist of his choosing, but only with written approval of the City. Alternatively, the City may terminate this Agreement.

In the event of the death of the Artist, this Agreement shall terminate. The Artist’s executor shall deliver the Artwork, in whatever form and degree of completion it may be at the time, to the City, along with all materials and supplies purchased for the Artwork’ fabrication, if not yet completed. The City has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing; however, the Artist’s heirs shall retain the copyright to the Artwork and all rights under Article 7.

ARTICLE 10. TERMINATION OF AGREEMENT

The City may terminate this Agreement if the Artist fails without cause to complete, deliver, and install the Artwork as stipulated in this Agreement. The exercise of a right to termination under this section shall be in writing and set forth the grounds for termination. If this Agreement is terminated under this section, the Artist is entitled to retain \$15,000 (20% of the total cost of the Artwork) as a design fee, but shall return to the City all other compensation paid to him under the terms of this Agreement within thirty (30) days of the date of termination. If the Artist fails to return said City funds, the City shall have the right to take possession of the Artwork, in whatever form and degree of completion it may be at the time, and all materials and supplies purchased and obtained by the Artist for the Artwork, and the City has the right to have the Artwork completed, fabricated, delivered, and installed by another artist or fabricator of their choosing. However, the Artist shall retain the copyright to the Artwork and all rights under Article 7.

If the Artist becomes disabled, incapacitated, or otherwise unable to deliver and install the Artwork, the City may terminate the Agreement, at the City’s sole discretion, as set forth in Article 10. If termination is pursuant to that section, the Artist or his heirs shall return all payments made by the City, except amounts paid to or incurred regarding third parties for supplies and materials; the City may take possession of any and all supplies and materials purchased for the Artwork, and the completed or partially completed Artwork, if it so elects.

ARTICLE 11. WRITTEN NOTICE

The Parties agree that any notice required by this Agreement shall be given as follows, including notice of a change of address or change in the City Representative(s):

City: Mike Curtis, Project Coordinator
City of Grand Junction
250 North Fifth Street
Grand Junction, CO 81501
(970) 256-4004
E-mail: mikec@gjcity.org

Artist: Rafe Ropek
1235 NCR 27E
Berthoud, CO 80513
(970) 532-0661
E-mail: rafe@ropek.net

or Allison Sarmo, Arts Commission
City of Grand Junction
1340 Gunnison Avenue
Grand Junction, CO 81501
(970) 254-3865
E-mail: allisons@gjcity.org

ARTICLE 12. ENTIRE AGREEMENT

The terms and provisions of this Agreement, including attachments and any amendments, represent the entire understanding of the Parties with respect to the subject matter of this contract. No representations or warranties are made by the Artist or the City except as herein set forth. The terms of this Agreement may only be altered or modified in writing and signed by both Parties.

ARTICLE 13. LAW AND VENUE

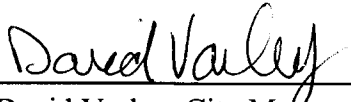
The laws of the City of Grand Junction, Mesa County, Colorado, shall govern this Agreement. Any action arising out of or under this Agreement shall be brought in Mesa County, Colorado.

Signed:



Rafe Ropek
1235 NCR 27E
Berthoud, CO 80513

Date Signed: March 19, 2007



David Varley, City Manager
City of Grand Junction
250 North Fifth Street
Grand Junction CO 81501

Date Signed: 28 MARCH 2007

CERTIFICATE OF INSURANCE



This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder Rafe Ropek
 Address of policyholder 1235 N County Road 27 E, Berthoud, CO 80513-8716
 Location of operations _____
 Description of operations Artwork

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
96-J4-6526-1 F	Comprehensive Business Liability	12/04/06	12/04/07	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>				Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	(Combined Single Limit)
				Each Occurrence \$ Aggregate \$
	Workers' Compensation and Employers Liability	POLICY PERIOD		Part I - Workers Compensation - Statutory
		Effective Date	Expiration Date	Part II - Employers Liability
				Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
		Effective Date	Expiration Date	(at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certificate Holder
 Attn: Alison Sarmo
 Fax 970-242-1637

If any of the described policies are canceled before their expiration date, State Farm will try to mail a written notice to the certificate holder N/A days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Bill Cofer
 Signature of Authorized Representative
 Agent Bill Cofer Date 01/31/08
 Title _____
 Agent Name Bill Cofer
 Telephone Number 970-223-7900

Agent's Code Stamp
 Agent Code
 AFO Code

c. 970-691-0661
s. 970-532-0661

www.ropek.net
rafe@ropek.net

RopekArtWorks

1235 NCR 27E BERTHOUD, CO 80513

Rafe Ropek

Project Description: Grand Junction Downtown Parking Garage Canopies.

Concept:

The designs of each canopy are different but relate to each other. I began the conceptual process with my starting point being the environment of the Grand Junction area the Grand Valley. I first became intrigued with the dinosaur as icon, but wanted something related more to people.

Long after the dinosaurs, the area was home to Fremont Indians who were most likely the area's first inhabitants. They are speculated to have occupied the land from about 250 AD to 1300 AD, when they mysteriously disappeared. Evidence of their existence can be found in the form of petroglyphs and pictographs.

After researching pictographs an idea began to gel. I would use the ancient images as a starting point for modern design. The designs would be related to transportation. This evolved into three stages; animal, people and machines. Since this is a parking garage the allegory for the animal is burrow, for people on horseback the barn, and for people in cars the garage.

The three icons are the turtle, (very slow). The person on horseback (harnessing animal for transportation) The third image, and the largest canopy, the car. Since there was no pictograph of a car in ancient times I created one that evokes speed, congestion and stackability (after all it is a parking garage). Each of these images is stylized, modernized and patterned.

I wanted the canopies to look modern, but at the same time relate to the classic architectural styles that the building recalls. In this project I was looking for elegance of enhancement, a sense of immediate belonging in an environment. The use of the lighting feature really appealed to me because of the ever changing possibilities.

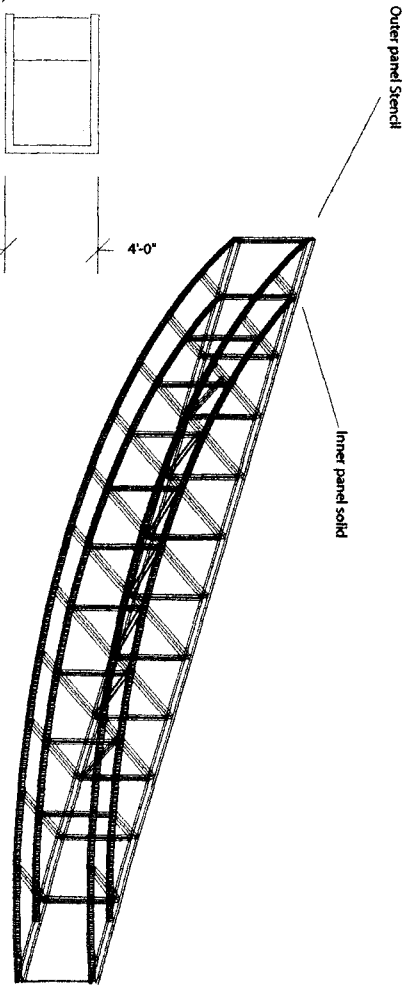
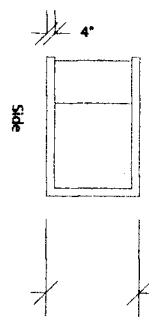
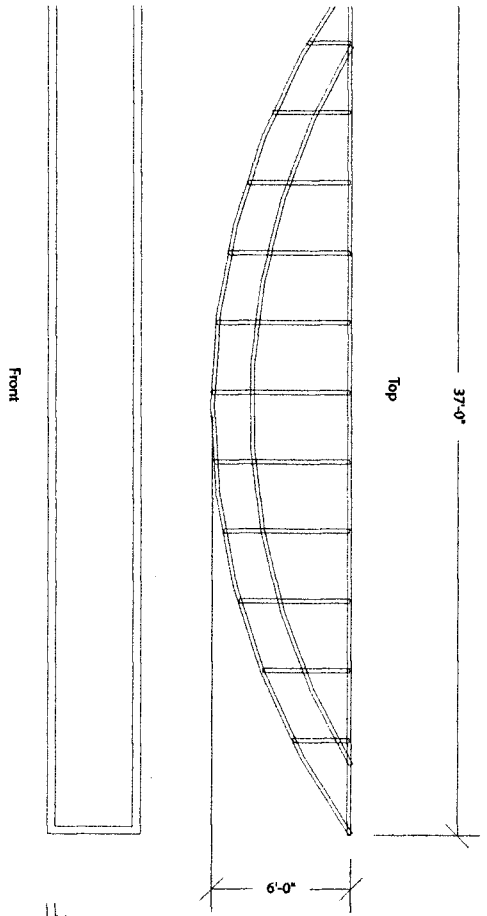
Execution:

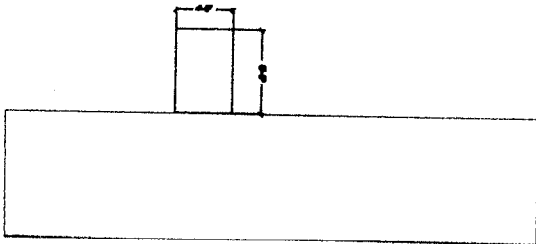
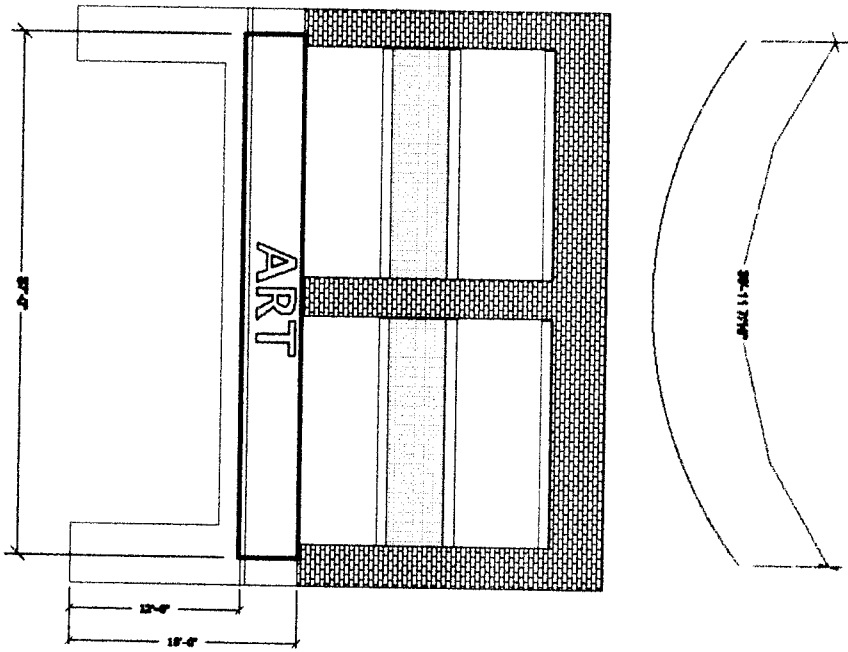
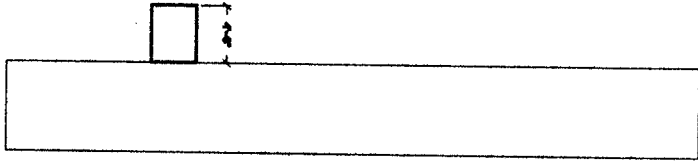
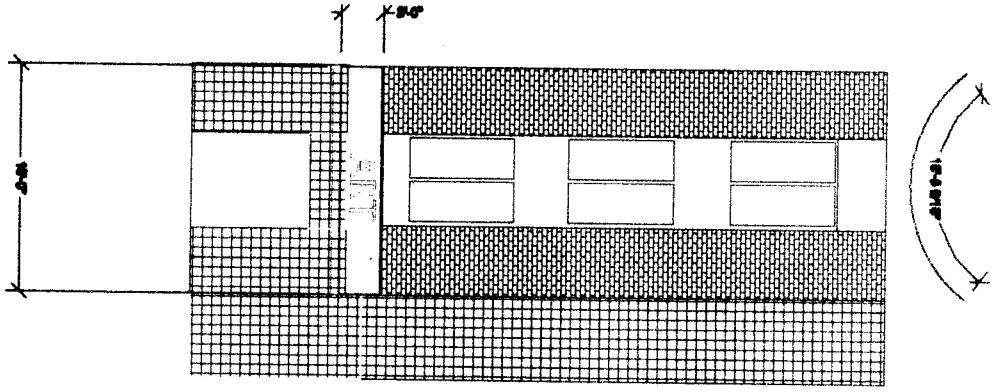
I am creating 3 canopies, one over the vehicle entrance and one over each pedestrian entrance. The main canopy is approximately 36' x 6' x 4'. The other two are 16' x 4' x 3'. Each canopies outer face is a frieze using the afore mentioned images. These images are elegantly patterned across the facade in polished aluminum. This layer is riveted to the second layer of colored aluminum (either painted or anodized). This layer, as well as the first layer, is water jet cut revealing the area beneath. This area is a box whose interior is polished aluminum which is highly reflective. Within the box LED lights are spaced 4" apart along the inside of the exterior face. These lights are programmable with hundreds of effects accessed from a control panel inside the garage.

The word, PARK, is above the central canopy attached to a horizontal bar section designed to resemble an automobiles grill.

Materials:

The 3 canopies for the Parking garage are to be constructed from 5052 and 6061 aluminum sheet and tubing. Automotive finishes will be applied where indicated. Long lasting (100,000 hours) LED lights will be used to create color patterns behind the aluminum frieze. There will be a transformer and a control panel inside the garage where the wiring from the canopies is led.



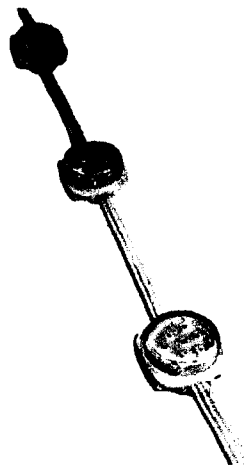


ART



icolor flex slx

POWERED BY CHROMACORE®



Color Kinetics® iColor® Flex SLX is a flexible LED string lighting solution that is brighter and larger than the iColor Flex SL. iColor Flex SLX is an excellent choice for use in the millwork, signage, and amusement industries. Designed for accent or perimeter lighting or as a component of a custom fixture, iColor Flex SLX provides lighting professionals with a "building block" for the design and creation of custom applications. Uses may include: curtain walls, lined building facades, and under-cabinet lighting. Depending on the iColor Flex SLX application selected, you can create custom color changing effects or custom animation. iColor Flex SLX may be used as a traditional string light or can be custom mounted with the optional mounting clips or mounting tracks.

iColor Flex SLX is a strand of 50 individually-addressable LED nodes driven by Color Kinetics' Chromasic® technology. This dynamic integration of power, communication, and control gives the lighting designer extraordinary color flexibility. LEDs are addressed and powered through Chromasic technology—a Chromacore® embedded microchip on every node. Thus, each node can generate virtually any color at any specified time. Node lenses are available in two models; flat and clear, or domed and translucent. Nodes are mounted in small plastic housings and are arrayed in 4 or 12-inch (0.1 or 0.305 m) increments along a three-wire 16 AWG cable. An integral 50-foot (15.2 m) leader runs from the power/data supply to the first node. Standard colors for iColor Flex SLX are white or black. (Custom node spacing schemes and node color options are available by special order.)

iColor Flex SLX receives power and data from a dedicated Color Kinetics 12V Chromasic power/data supply—available with Ethernet control, DMX512 control, or pre-programmed effects. Each power/data supply supports one 50-node strand. The compact size allows for discrete installation.

ICOLOR FLEX SLX SPECIFICATIONS

COLOR RANGE	64 billion (36-bit) additive RGB colors; continuously variable intensity
SOURCE	50 Nodes; each with 3 Red, 2 Green, 2 Blue LEDs— 350 LEDs total
AVAILABLE IN	Clear flat lens or Translucent domed lens
HOUSING	Polycarbonate, approx. 1.10" x 1.22" x .56"H (2.97 cm x 3.12 cm x 1.4 cm)
LISTINGS	C-UL US, CE

COMMUNICATION SPECIFICATIONS

DATA INTERFACE	Color Kinetics data interface system
CONTROL	Ethernet, DMX512 or stand-alone

ELECTRICAL SPECIFICATIONS (LIGHTS)

POWER REQUIREMENT	12VDC
POWER CONSUMPTION	50W Max. at full intensity (full RGB), per 50 node strand
POWER SUPPLY	Color Kinetics PDS-60ca 12V (Preprogrammed 109-000020-00, DMX 109-000020-01, and Ethernet 109-000020-02)

ELECTRICAL SPECIFICATIONS (POWER/DATA SUPPLY)

POWER INPUT	100VAC to 240VAC auto ranging (50Hz–60Hz) Power factor correction (PFC)
POWER OUTPUT	12VDC
HEAT DISSIPATION	25 percent of total power output
HOUSING	NEMA 4 indoor/outdoor rated enclosure
CONNECTORS	Data: RJ45 input/output connectors Power: 4-pin connector

ENVIRONMENTAL SPECIFICATIONS

TEMPERATURE RANGE	-40°F to 122°F (-40°C to 50°C) operating temperature -4°F to 122°F (-20°C to 50°C) starting temperature
PROTECTION RATING	IP66

LED SOURCE LIFE

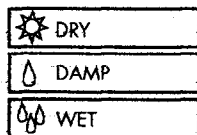
In traditional lamp sources, lifetime is defined as the point at which 50% of the lamps fail. This is also termed Mean Time Between Failure (MTBF). LEDs are semiconductor devices and have a much longer MTBF than conventional sources. However, MTBF is not the only consideration in determining useful life. Color Kinetics uses the concept of useful light output for rating source lifetimes. Like traditional sources, LED output degrades over time (lumen depreciation) and this is the metric for SSL lifetime.

LED lumen depreciation is affected by numerous environmental conditions such as ambient temperature, humidity, and ventilation. Lumen depreciation is also affected by means of control, thermal management, current levels, and a host of other electrical design considerations. Color Kinetics systems are expertly engineered to optimize LED life when used under normal operating conditions. Lumen depreciation information is based on LED manufacturers' source life data as well as other third party testing. Low temperatures and controlled effects have a beneficial effect on lumen depreciation. Overall system lifetime could vary substantially based on usage and the environment in which the system is installed. Temperature and effects will affect lifetime. Color Kinetics rates product lifetime using lumen depreciation to 50% of original light output. When the fixture is running at room temperature using a color wash effect, the range of lifetime is in the range of 30,000-50,000 hours. This is LED manufacturers' test data. For more detailed information on source life, please see www.colorkinetics.com/lifetime.

CHROMACORE®
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ICOLOR FLEX SLX ITEMS

- 101-000053-00 (4" White, Translucent Dome)
- 101-000053-01 (4" White, Clear Flat)
- 101-000054-00 (12" White, Translucent Dome)
- 101-000054-01 (12" White, Clear Flat)
- 101-000055-00 (4" Black, Translucent Dome)
- 101-000055-01 (4" Black, Clear Flat)
- 101-000056-00 (12" Black, Translucent Dome)
- 101-000056-01 (12" Black, Clear Flat)

This product is protected by one or more of the following patents: U.S. Patent Nos. 6,016,038, 6,150,774 and other patents listed at <http://www.colorkinetics.com/patents/>. Other patents pending.

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BR0165 Rev 02

Specifications subject to change without notice. Refer to www.colorkinetics.com for the most recent data sheet versions.

Color Kinetics Incorporated • 10 Milk Street, Suite 1100 • Boston, MA 02108 • USA

Tel 888 FULL RGB • Tel 617 423 9999 • Fax 617 423 9998 • info@colorkinetics.com www.colorkinetics.com

c. 970-691-0661
s. 970-532-0661

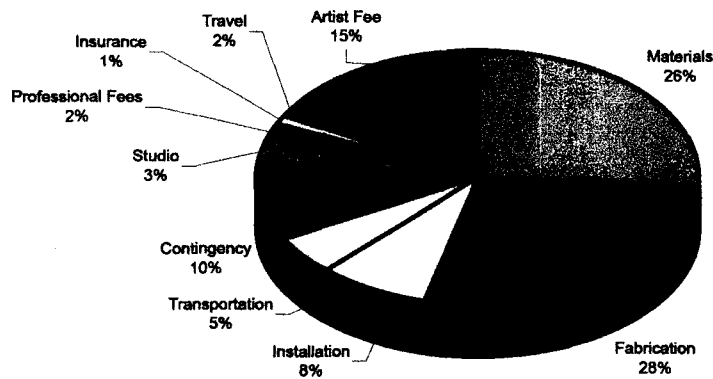
www.ropek.net
rafe@ropek.net

RopekArtWorks

1235 NCR 27E BERTHOUD, CO 80513

Rafe Ropek

Description	Percent of Budget	Budget
Materials	26%	19,500
Fabrication	28%	21,000
Installation	8%	6,000
Transportation	5%	3,750
Contingency	10%	7,500
Studio	3%	2,250
Professional Fees	2%	1,500
Insurance	1%	750
Travel	2%	1,500
Artist Fee	15%	11,250
Total	100%	\$ 75,000



All estimates on costs are based on material and energy prices as of 01/10/07. The 10% contingency allows for price fluctuation for materials and fuel. It is understood that the budget is to remain at \$75,000. This includes: All fabrication, materials, lights, insurance, transportation and installation.

The artist would like the City of Grand Junction to supply the electrical cabinet boxes and supply for the LED controller, the conduit through the exterior wall and the placement of the canopy attachment bolts.

w·970-691-0661
h·970-532-0661

www.ropek.net
rafe@ropek.net

RopekArtWorks

1235 NOR 27E BERTHOUD, CO 80513

Rafe Ropek

Letter of Interest

Grand Junction, Colorado Downtown Parking Garage Public Art Project

October 23, 2006

I am interested in the Grand Junction, Colorado Downtown Parking Garage Public Art Project.

An artist is asked to solve an esthetic problem, mostly from outside the community. When the solution is successful the artist, most likely, spent some time with the stakeholders to come up with meaningful iconography and content. This is the exciting aspect of public art. Since each community is comprised of varying cultures and ethnic groups, an artist must be open and willing to listen.

It is also necessary to have a working knowledge of materials and practices of making things that are safe, practical, maintenance free and at times, functional. Another need is to understand plan drawings, engineering language and construction drawings. I have dealt with all of these challenges. My projects have included seating, railings, architectural structures as well as free standing sculpture and water features.

I feel this project for the parking garage lends itself to some expressive and unique opportunities. It has always been my intention to try new techniques and build on old ones. A project of this scale would allow me the freedom to experiment with design and materials. In doing this I would hope to create something that the community could be proud of.

Public Art is the discipline I have chosen over all the other types of artistic expression. It is the interaction of the community and artist that has appealed to me. In talking to people from different backgrounds, I have broadened my artistic scope. An example of this is the current project I am working on for the City of Philadelphia. I was selected by a committee comprised of community members, elected officials and project engineers to design and build entry ways for the North Philadelphia Transportation Center. The project called for me to hold community meetings to discover what the people responded to. These meetings afforded me great insight that helped me create public art that resonated with the people.

For the past three years I have worked as a consultant and design team member for art enhancements on the T-REX light rail project in Denver, Colorado. This enormous undertaking is reaching its conclusion. It was important for me to work closely with the engineers, architects, artist, designers and project managers. By developing a strong working relationship and mutual respect for one another, the goals of this project were met.

I would like to bring my skills and talents to the community that Grand Junction's Art in Public Places serves because I feel that I would create a meaningful work for the community.

Sincerely,



Rafe Ropek.

w · 970-691-0661
h · 970-532-0661

www.ropek.net
rafe@ropek.net

RopekArtWorks

1235 NCR 27E BERTHOUD, CO 80513

Rafe Ropek

Experience:

Currently, SEPTA, Philadelphia, Pennsylvania transportation group has hired me to design and fabricate artistic elements for The North Philadelphia Transportation Center. Some elements will be gatesbe 8' x 6' and made from silicon bronze and stainless steel. This commission requires artist/community interface to assure the site a pertinent and meaningful work of art. In order to serve the client well, the artist must be responsive to the specific culture of the people who will own the work.

For the Past two years, I have worked for RTD as an Art Consultant on a design team with Susan Cooper for the T-REX project. This is a 1.5 million dollar art budget out of the total 1.7 billion dollar project. I have designed the seating, windscreens, railings and station canopies for all thirteen light rail stations that will traverse Denver's southern corridor. The completion date for this is May 2006. With a vast scope of work it was necessary to really step back and gather an overview before beginning. My duties include not only design, but creation and review of construction drawings, reading architects and engineers plans, oversight of fabrication and installation, as well as budget constraints and feasibility studies. I had to conform to the OSHA requirements in designing unique and functional elements. The experience in the requirements of OSHA and other agencies that govern public access work of any kind, has assured my clients that they will receive artwork that is not only beautiful, but also safe.

In 2002-2003 I was selected to enhance a classic Mall Lawn for the City of Aurora. My goal was to create an environment that focused the activities of the community. This involved not just making sculpture, but unifying an enormous space. The successful completion of the project tied in the new Municipal Center with the existing Police Station, Library and Historical Museum.

This two-year project, "The Dawn Fountain", required major design concerns and project management of numerous contractors, city officers and construction crews. I wore a hard hat for months. I coordinated the fountains construction, the fabrication of the stainless steel and glass centerpiece that rose from the basin. I hired a fountain expert to help realize my vision of creating a fogging system in conjunction with columns of water that create the illusion the sculpture is floating above the water.

As part of this Municipal project I designed and built one of North Americas largest sundials. This sundial, "The SunShell", is large enough to double as a band shell. The band shell is used for City functions, concerts and special gatherings; its uniqueness draws everyone to it. Made with pre-stressed, poured in place concrete and stainless steel, this artwork is the first of its kind in design. The "SunShell" incorporates seating for thirty. It gives the viewer a place to contemplate the sun's movement through out the day. This architectural piece is used for gatherings and concerts, it had to meet all of the requirements for public access associated with all new building construction. The combined budget for these two projects was \$350,000.00 Both of these works can be seen from over a mile away.

In 2000, I designed and built "The Colorado Symbols Fence" that stands at the West side of the State Capital in Denver. While not as large in budget as the previous two mentioned above, it is as great in visibility and greater yet in historical importance. For this project I had to have my design ideas and structural plans approved by the State of Colorado's Senate and House Representatives, The Art in Public Place for the State of Colorado, The City and County of Denver, The Colorado Historical Society, The Public Works Department, Construction contractor, Landscape Architect and the Environmental Protection Agency. The contract was awarded to me unanimously. For this project, I incorporate all of the States symbols in wrought iron. It was a laborious task since I hand forged all the parts myself.

Qualifications:

My ability to create unique artwork is especially enhanced by my under standing of three-dimensional space, the color palette and computer-aided design. I am well versed in some of today's most sophisticated software. I can easily translate static CAD plans from the engineers into beautifully articulated renderings that sparkle. I have used these computer skills to flesh out, otherwise abstract ideas.

Qualifications continued:

My experience working on the T-REX project has enabled me to expand my scope as an artist. I have had to collaborate with other people from diverse disciplines. This opportunity has broadened my horizons by collaborating with people from diverse disciplines. It is important for me to work on projects where I can impact the site in broad strokes. I have successfully completed projects ranging in cost from \$2500 to \$450,000. Each of these projects was finished on time and within budget.

Selected Commissions

Fabric of Society	Philadelphia, Pennsylvania, North Philadelphia Transportation Center. Art that represent the community at large designed in the form of African tapestries and American quilts. The project is for 5 new entrances that are intended to revitalize a decaying neighborhood. \$125,000
T-REX	Currently an artist/ consultant to RTD of Denver for the T-REX project. Duties include: design, concept, construction drawings, Review construction documents. This project is the seminal Light Rail line for Denver's southern corridor. The work involves creating enhancements for 13 stations. The art must be integral to the structure and be able to work within the confines of the construction drawings. Collaboration with Susan Cooper. Completion; 2006 \$750,000
Local Backbone	2006 Castle Rock, Colorado. Entryway sculpture to highlight a the transitional flyover that joins Old Town with the modern Town of Castle Rock. \$85,000
Plaza of the Sun	2003 A monumental fountain and sundial for Aurora Colorado's new Municipal downtown. This project lasted 2 years and encompassed an entire park designed in the classic mall style. The fountain incorporates water and fog that gives the stainless steel and glass sculpture the illusion of floating from the mist. The SunShell is a combination equatorial sundial and band shell. The sundial represents one of the largest in North America and has a design unlike any ever built. This project involed creating an entire thematic vision for a classic governmental Mall. \$450,000
Arcs	2004 Sculptural fountain. stainless steel. 18'x 12'x 12' \$67,000
Colorado Symbols Fence	State Capital, Denver CO, Decorative fence. This project represents the combination of classic techniques with modern execution. Traditional blacksmithing skills were used to create a fence comprised of all the State's symbols. \$67,000
Rolling Thunder	2005, alluminum and vinyl. 16'x 38'x 1'. \$48,000
Valmont Park	Boulder, CO decorative overpass railing. \$ 25,000
Winner's Trophy	Aurora Sports Park, 27"x 14'x 14' Trophy is the parks Signature monument. The sculpture is made up from a baseball football and soccer ball formed from steel. \$87,000
Education	Boston University School of Fine Arts, BFA Art Students League of New York

RopekArtWorks

W-970-691-0661
R-970-532-0661

www.ropek.net
rafe@ropek.net

10-NOR23 8947-00 10/06

Rafe Ropek

REFERENCES:

BRENDA TIERNEY, PROJECT MANAGER, RTD,
T-REX COORDINATOR
WORK PHONE:303-299-2401
WORK EMAIL, BRENDA.BERGMAN-TIERNEY@RTD-DENVER.COM

CHUCK ADKISSON,
BARBER ARCHITECTURE
WORK PHONE, 303-595-7070
WORK EMAIL, CADKISSON@BARBERARCHITECTURE.COM

ALICE LEE MAIN
CULTURAL SERVICES DIVISION MANAGER
CITY OF AURORA, CULTURAL SERVICES DIVISION
14949 E. ALAMEDA PKWY.
AURORA, CO 80012-1563
PHONE 303-739-6670
FAX 303-739-6586
EMAIL - AMAIN@AURORAGOV.ORG

ROBERTA BLOOM
EDUCATION DIRECTOR
MIZEL CENTER FOR ARTS AND CULTURE
350 SOUTH DAHLIA ST.
DENVER, CO 80246
303-316-6319
RBLOOM@JCC.DENVER

Susan P. Ison
Cultural Services Director
City of Loveland
503 North Lincoln
Loveland CO 80537
970-962-2411
isons@ci.loveland.co.us

P. MICHAEL SULLIVAN
SR. PROJECT MANAGER
WEITZ COMPANY
303-860-6680
303-860-6698 FAX
SULLIVAN@WEITZ.COM
CELL PHONE 303-726-9541

w. 970-691-0661
h. 970-532-0661

www.ropek.net
rafe@ropek.net

1235 NCR 27E BERTHOUD, CO 80513

Rafe Ropek



T-REX

1



2



3

Denver, CO: Currently art consultant to the Regional Transportation District (RTD) of Denver for its Transportation Expansion (T-REX) Light Rail Project. This project is the seminal light rail line for Denver's southern corridor. The art must be integral to the structure and be able to work within the confines of the construction drawings. The work involves creating enhancements for 13 stations, and duties have included design, concept, construction drawings, and review of construction documents. Installation will be complete in May 2006.



Gates

4

2006. Stainless steel and bronze. 8'x 6'x 2". North Philadelphia Transportation Center, Philadelphia, PA. There are a total of 5 gates, each bearing a different theme and imagery. 5 layers of stainless steel and bronze are layered and riveted together.



5



Colorado Symbols Fence

6

State Capitol, Denver CO: Decorative fence. This project represents a combination of classic techniques with modern execution. I used traditional blacksmithing skills to create a fence incorporating all of the state's symbols, hand-forging the symbols and the wrought iron structure in my studio and installing the final piece on the west side of the state capitol grounds.