Council Memorandum

To:            The Honorable Mayor and City Council
From:         Rod Tarullo, Director of Parks, Recreation, and Golf
Through:     City Manager, Mike Bestor
Date:                July 15, 2015
Re:                   Ulysses Skateboard Park Design Build Construction Contract

Purpose of Agenda Item:  To provide City Council with a Design-Build construction contract with Team Pain Enterprises. Inc. to design and construct a replacement/new skateboard park in Ulysses Park.

Background:  The current skateboard park at Ulysses Park was constructed in the 1990’s. It was a first generation park that has served our citizens well through the years. The skateboard park has been previously identified as needing replacement to continue to maintain our existing recreational opportunities. Funds have been allocated in the 2015 budget for a new park.

A special committee was formed to recommend a design build firm for the new park. The committee is comprised of middle school students, a teacher, the local skate shop owner, a School of Mines student who worked on a Senior project involving redesign of Ulysses skateboard park, a police officer, a Parks Board member, and Parks and Recreation staff. Based on committee input, Requests For Proposals were created and advertised. Nine different firms submitted proposals. The committee evaluated the proposals for the following:

- Demonstrated previous design and construction experience to meet the intent of the stated request for proposal
- Key personnel that will be assigned to the project and their experience working together on similar projects
- Demonstrated ability to develop a unique facility that meets the community desires. Proposed public engagement process
- Firm’s understanding of the project, approach to successful completion, specialized skills and considerations.
- Overall proposed time frame for completion.
- Creative potential/conceptual design
- Guarantee or Warranty
- Ease and cost of maintenance

The committee reviewed all proposals and invited two firms to interview in person. The two firms were Team Pain and Spohn Ranch.
Interviews were conducted by the committee. Both firms were outstanding in their proposals and in-person presentations. The committee could not select a clear favorite between the two so committee recommended staff work with both firms on preliminary financial estimates and to also check several references. This information was also presented to the Parks Board who concurred.

Team Pain rose to the top because of their lower construction costs and their Colorado experience. They have completed more than a dozen Colorado municipal projects including Arvada, Wheat Ridge, Broomfield, Lafayette, Aspen, and Steamboat Springs.

City Ordinance #2008 states that in order to use a Design-Build contract, City Council should consider the following criteria:

1. The projected budget for the entire capital improvement project;
   - $1,000,000
2. The extent to which the capital improvement project requirements are adequately defined;
   - Well defined in the RFP, an exhibit to the contract
3. The time constraints for completing the capital improvement project;
   - Calendar year 2015 or early 2016
4. The capability and experience of potential design-build firms;
   - Exhibited in firm’s proposal
5. The suitability of the capital improvement project to a design-build agreement delivery system, including the advisability of modifying the design as construction proceeds; and
   - Design-Build is used for virtually all skateboard park construction. The nature of this type of project is that design modifications will be required as construction proceeds.
6. The capability of the city’s administrative staff to manage the design-build agreement.
   - Staff is capable and prepared to manage this project

The Ordinance also contains three criteria that should be considered about the selection of the contractor. These include:

1. Possesses adequate technical and financial resources to perform the project, including design services and construction services, or has the ability to obtain the required resources;
   - Exhibited in proposal
2. Possesses necessary experience, organization and technical skill in the relevant field or has the ability to obtain them, including without limitation, arrangements with subcontractors; and
   - Exhibited in proposal
3. Will perform the project and provide the services at a reasonable cost compared with the level of effort to be expended.
   - Exhibited in Preliminary Cost Estimate

**Fiscal Impact:** The 2015 budget includes $1,000,000.00 in the Sales and Use Tax Capital Improvements Fund. This is a lump sum contract for $800,000.00. Project funds have been withheld from the contract for other city expenses associated with the project and for contingency.

**Community Impact:** There has been citizen involvement with the selection committee. There is further citizen involvement with public input meeting(s) once the contractor has been retained. This amenity when completed potentially targets and positively impacts teen and pre-teen
segments of our community population. The location continues a well established sports use with minimal negative impact to surrounding neighborhoods.

**Recommendations:** Staff recommends City Council award a Design-Build Construction Contract for the Ulysses Skateboard Park Project to Team Pain Enterprises, Inc. of Winter Springs, Fl in the lump sum of $800,000.00. The final form of the agreement to be approved by the City Attorney.
DESIGN-BUILD CONSTRUCTION CONTRACT

THIS DESIGN-BUILD CONSTRUCTION CONTRACT ("Agreement") is dated as of the 23rd day of July, 2015, by and between the City of Golden, Colorado, a Colorado home rule city and municipal corporation, (hereinafter called CITY), and Team Pain Enterprises, Inc., whose address is 890 Northern Way, Suite D-1, Winter Springs, FL 32708 (hereinafter called CONTRACTOR). CONTRACTOR agrees to work for CITY as an independent contractor, on the following terms and conditions contained in this Agreement.

CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1
DEFINITIONS

1.1 “Project”: The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Design and construction of a concrete skateboard park, replacing an existing skateboard park within Ulysses Park. The project shall be a mixed-use public skate park that inherently provides a highly functional bowl and street skating environment.

1.2 “Work”: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Design services in accordance with Article 3 below, and construction services in accordance with Article 4 below, including the Conceptual Design Phase, Final Design Phase, Design Documents, Construction Documents, and Construction (hereinafter defined), including, but not limited to, all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents. CONTRACTOR shall be responsible for procuring the design and construction of the Work, and shall exercise reasonable skill and judgment in the performance of the Work.
1.3 “Site”: The Site is the place where the Project is located, specifically 1205 Ulysses Street, Golden, Colorado 80401.

ARTICLE 2
PROJECT REPRESENTATIVE

CITY shall designate a PROJECT REPRESENTATIVE who is to act as CITY’s representative and on CITY’s behalf, assume all duties and responsibilities and have the rights and authority assigned to the PROJECT REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3
DESIGN SERVICES

3.1 This Project will be designed by CONTRACTOR, who shall assume all duties and responsibilities and have the rights and authority assigned to CONTRACTOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3.2 CONTRACTOR shall visit the Site, become familiar with the local conditions, and correlate observable conditions with the requirements of the CITY’s Project.

3.3 Conceptual Design Phase: CONTRACTOR shall provide conceptual design services as described in their proposal, attached hereto as Exhibit A. This phase shall include providing to the CITY a reproducible color version plan, a 2’ x 3’ color illustrative facility plan, a site plan, and a reproducible 8.5” x 11” black and white plan.

3.4 Final Design Phase: CONTRACTOR, working from the conceptual design of the Project, shall prepare and present final design drawings to the CITY for review and approval from the CITY. This phase shall include providing to the CITY a reproducible color version plan, a 2’ x 3’ color illustrative facility plan, and a reproducible 8.5” x 11” black and white plan.

3.5 Design Documents: CONTRACTOR shall submit to the CITY through the PROJECT REPRESENTATIVE the Design Documents for the Project and for the performance of the Work. The "Design Documents" consist of all plans, drawings, specifications and other conceptualized documents establishing the size, quality and character of the Project, its architectural, structural, foundation, plumbing, mechanical, solar, and electrical systems, and the materials and such other elements of the Project as may be appropriate to accurately and completely describe the Project and the Work.

3.6 Construction Documents: CONTRACTOR shall prepare and provide, for the CITY’s review, all plans necessary (except a site plan) to comply with the CITY’s Planning, Zoning and Building Code requirements for the approved design, specifically including
architectural, structural, electrical, plumbing, solar, foundation, and mechanical plans, which must be stamped, if required. CONTRACTOR shall also provide itemized construction cost estimates for all aspects of plan design.

3.7 CONTRACTOR shall research diligently and review laws and regulations applicable to design and construction of the Project and correlate such laws and regulations with the CITY’s requirements. In the performance of this obligation, CONTRACTOR shall make all commercially reasonable efforts to ensure that the design of the Project complies with applicable laws, codes, regulations and requirements, including, but not limited to, Title I of the American with Disabilities Act 1990, as amended, and all fire safety laws, codes, regulations or requirements, including but not limited to all local, state and federal laws, codes, regulations and requirements.

3.8 In development of the Project, CONTRACTOR shall ascertain CITY’s requirements for the Project and shall verify and review such requirements with the CITY and PROJECT REPRESENTATIVE. CONTRACTOR’s review shall also provide to the CITY a preliminary evaluation of the Site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building. CONTRACTOR shall also prepare architectural, civil, structural, mechanical, electrical and other systems for review by the CITY. Design services required under this Agreement shall be performed by registered, independent design professionals. The standard of care for architectural and engineering services performed under this Agreement shall be the highest degree of care and skill used by design professionals practicing under the same time and locality conditions. The design professionals for the Project are as listed in CONTRACTOR’S proposal, attached hereto as Exhibit A.

3.9 The contractual obligations of such professional persons or entities are undertaken and performed in the interest of CITY. CONTRACTOR shall be responsible to the CITY for the acts and omissions of CONTRACTOR’s employees, subcontractors and their agents and employees, and other persons, including the Architectural Engineer and other design professionals, performing any portion of CONTRACTOR’s obligations under this Article 3.

3.10 CONTRACTOR shall submit to the CITY through the PROJECT REPRESENTATIVE the Design Documents for the Project and for the performance of the Work. The "Design Documents" consist of all plans, drawings, specifications and other conceptualized documents establishing the size, quality and character of the entire Project, its architectural, structural, foundation, plumbing, mechanical and electrical systems, and the materials and such other elements of the Project as may be appropriate to accurately and completely describe the Project and the Work.

3.11 Upon the effective date of this Agreement, one set of the Design Documents shall be promptly furnished to the CITY’s PROJECT REPRESENTATIVE. Upon delivery of the Design Documents, the CITY shall timely review such documents for its approval in its sole discretion.
3.12 CONTRACTOR agrees that it will use commercially reasonable efforts to provide that the design it creates for the Project will satisfy the functional requirements of the CITY as set forth in the CITY’s Request for Proposal, attached hereto as Exhibit B.

3.13 CONTRACTOR shall commence the design services upon the effective date of this Agreement, and shall conduct the design services required herein in a timely fashion to permit the Project to be completed in accordance with the Contract Times (Article 5).

ARTICLE 4
CONSTRUCTION SERVICES

4.1 The construction services to be performed hereunder shall commence upon the issuance of a NOTICE TO PROCEED.

4.2 CONTRACTOR shall submit the Construction Documents to the PROJECT REPRESENTATIVE for review and approval by the CITY. When CONTRACTOR submits the Construction Documents, CONTRACTOR shall identify in writing all material changes and deviations that have taken place from the Design Documents or the Contract Documents in existence. "Construction Documents" shall include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

4.2.1 be consistent with the intent of the CITY’s Project and the Design Documents;

4.2.2 provide information for the use of those in the building trades; and

4.2.3 include documents customarily required for regulatory agency approvals.

4.3 Pursuant to the terms of this Agreement, CONTRACTOR shall provide or cause to be provided and shall pay for construction services, installation, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4 CONTRACTOR shall comply with laws and ordinances legally enacted at the date of execution of the Agreement that govern the proper performance of the Work.

4.5 CONTRACTOR shall conduct the Work in accordance with the Contract Times (Article 5). CONTRACTOR shall adhere to the Contract Times and any changes made to such shall be mutually agreed to and evidenced by a Change Order.

4.6 CONTRACTOR shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
4.7 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including safety of all persons and property during performance of the Work. This requirement will apply continuously with respect to the Work at the Site and not be limited to normal working hours.

4.8 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss in connection with the Work. CONTRACTOR shall erect and maintain, as required by law based upon existing conditions and progress of the Work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

4.9 CONTRACTOR shall pay royalties and license fees for patented designs, processes or products in connection with the Work. CONTRACTOR shall defend suits or claims for infringement of patent rights and shall hold the CITY harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the CITY. However, if CONTRACTOR has knowledge that the use of a required design, process or product in connection with the Work is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the CITY.

4.10 CONTRACTOR shall maintain at the Site for the CITY and its PROJECT REPRESENTATIVE one set of Construction Documents, Change Orders and other modifications, in good order and regularly updated to record the completed construction. These shall be delivered to the CITY upon final completion of the Project.

4.11 CONTRACTOR shall deliver all written warranties and equipment manuals with respect to the Work to the CITY through the PROJECT REPRESENTATIVE upon final completion of the Project.

4.12 Upon final completion of the Project, CONTRACTOR shall produce and deliver to the CITY through the PROJECT REPRESENTATIVE a reproducible record set of "as built" plans and specifications reflecting significant changes in the Work made during construction and the Project as actually built.

4.13 The Site and surrounding area shall be kept free from accumulation of waste materials or rubbish caused by CONTRACTOR’s operations under this Agreement. At the completion of the Work, CONTRACTOR shall promptly remove from the Site waste materials, rubbish, CONTRACTOR’s tools, construction equipment, machinery, and surplus materials and leave the Site and surrounding area in a neat and clean manner.

4.14 CONTRACTOR shall coordinate with the PROJECT REPRESENTATIVE and utility companies to connect utilities to the Project. The expense of delivering such utilities to the Site will be paid for by CITY, separate and apart from the terms of this Agreement.
4.15 CONTRACTOR will be responsible for staffing a field office with the expertise necessary to properly execute the supervision and construction of the Project. CONTRACTOR shall be responsible for providing a competent Project Manager and Superintendent for the duration of the Project (the "Key Personnel"). The Key Personnel will be the on-Site point of contacts for CONTRACTOR and will coordinate construction efforts with the CITY. The Key Personnel assume all duties and responsibilities for supervision and scheduling of all facets of construction including those of any subcontractors or suppliers for the Project. The Key Personnel shall be satisfactory to the CITY, in its reasonable opinion, and shall not be removed or replaced, unless the Key Personnel are unable to perform their duties due to illness or injury. In such case, Key Personnel of similar experience and qualifications shall be substituted. CONTRACTOR shall be additionally responsible for providing on the Project labor foremen and workmen skilled in the crafts and trades that they are supervising or performing.

4.16 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.

4.17 In connection with the Work, CONTRACTOR shall at all times be responsible for the conduct and discipline of its employees and to the extent within its reasonable control any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skills and experience to perform properly the work assigned to them.

4.18 CONTRACTOR is solely responsible for scheduling and coordinating the performance and furnishing of the Work. Any construction subcontract, sub-agreement, supply or material contract entered into by CONTRACTOR shall be for the benefit of the CITY.

ARTICLE 5
CONTRACT TIMES

5.1 The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.9 of the General Conditions within 280 days after the date when the Contract Times commence to run.

5.2 Liquidated Damages: CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified in paragraph 5.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CITY if the Work is not completed on time. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY Two Hundred dollars ($200.00) for each day that expires after the time specified in paragraph 5.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 5.1 for completion and
readiness for final payment or any proper extension thereof granted by CITY, CONTRACTOR shall pay CITY Three Hundred dollars ($300.00) for each day that expires after the time specified in paragraph 5.1 for completion and readiness for final payment or after actual Substantial Completion, whichever is later. Liquidated damages for delay in reaching substantial completion and liquidated damages for delay in reaching completion and readiness for final payment shall not accrue simultaneously.

**ARTICLE 6
CONTRACT PRICE**

CITY shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 6.1. below:

6.1. For all work, a Lump Sum of:

| Eight Hundred Thousand Dollars and Zero Cents | ($800,000.00) |
| (use words)                                | (figures)     |

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.8. of the General Conditions.

6.2. CITY has appropriated funds equal to or in excess of the Contract Price.

**ARTICLE 7
PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with this Article 7 and Article 14 of the General Conditions.

7.1 *Progress Payments; Retainage:* CITY shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by PROJECT REPRESENTATIVE during construction as provided herein.

7.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as PROJECT REPRESENTATIVE shall determine, or CITY may withhold, in accordance with paragraph 14.4.4 of the General Conditions:

- 95% of Work completed (with the balance being retainage). If at any time, in CITY’s opinion, satisfactory progress is not being made, or that significant claims have been made by Subcontractors, the CITY may increase the rate of retainage accordingly. The withheld percentage of the contract price shall be
retained until the contract is completed satisfactorily and finally accepted by CITY.

- 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to CITY as provided in paragraph 14.2. of the General Conditions).

7.1.2. Upon Substantial Completion, payments shall be made in an amount sufficient to increase total payments to CONTRACTOR to at least 95% of the Contract Price if in the opinion of the CITY, satisfactory progress had been made in the Work, with the balance being retainage, less such amounts as PROJECT REPRESENTATIVE shall determine, or CITY may withhold, in accordance with paragraph 14.4.4. of the General Conditions.

7.1.3. Whenever CONTRACTOR receives payment pursuant to this paragraph 7.1., CONTRACTOR shall make payments to each of its Subcontractors of any amounts actually received that were included in CONTRACTOR's request for payment to CITY for such Subcontracts. CONTRACTOR shall make such payments within seven calendar days of receipt of payment from CITY in the same manner as CITY is required to pay CONTRACTOR pursuant to this paragraph 7.1. if the Subcontractor is satisfactorily performing under its contract with CONTRACTOR.

7.1.4. CONTRACTOR shall include a provision in all of its subcontracts requiring its Subcontractors to pay all Suppliers, sub-subcontractors, and laborers any amounts actually received that were included in the Subcontractor's request for payment to CONTRACTOR for such persons, in the same manner set forth in this paragraph 7.1. regarding payments by CONTRACTOR to the Subcontractor. Further, all said subcontracts shall include a provision that at the time the Subcontractor submits a request for payment to the CONTRACTOR, the Subcontractor shall also submit to the CONTRACTOR a list of the Subcontractor's Suppliers, sub-subcontractors, and laborers.

7.2. **Final Payment:** Upon final completion and acceptance of the Work in accordance with paragraph 14.9. of the General Conditions, CITY shall pay the remainder of the Contract Price as recommended by PROJECT REPRESENTATIVE as provided in said paragraph 14.9.

7.3. **No Lien Rights:** CONTRACTOR understands that this is a contract for the construction or repair of a public building or public work, and is therefore governed by C.R.S. §§ 38-26-105 through 107. CONTRACTOR further understands that these statutory provisions are in lieu of any lien rights. CONTRACTOR further understands that failure on the part of CONTRACTOR, any Subcontractor, Supplier, sub-subcontractor or laborer furnishing labor or supplies to the Work must follow the said statutory provisions in filing any claim for payment, and that failure on the part of any such claimant to comply with said statutory requirements shall
relieve CITY from any liability for making payment to such claimant. CONTRACTOR agrees to include this provision in any and all subcontracts.

**ARTICLE 8**

**INTEREST**

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at a rate not to exceed 8%.

**ARTICLE 9**

**CONTRACTOR'S REPRESENTATIONS**

In order to induce CITY to enter into this Agreement CONTRACTOR makes the following representations:

9.1. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals, including "technical data."

9.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

9.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

9.4. CONTRACTOR is aware of the general nature of work to be performed by CITY and others at the site that relates to the Work as indicated in the Contract Documents.

**ARTICLE 10**

**CONTRACT DOCUMENTS**

The Contract Documents that comprise the entire agreement between CITY and CONTRACTOR concerning the Work consist of the following:

10.1. This Agreement (pages 1 to 14, inclusive).

10.2. Exhibits to this Agreement (A to B, inclusive), and consisting of 46 pages.

10.3. Performance, Payment, and other Bonds, to be provided pursuant to this Agreement.

10.4. Notice to Proceed.
10.5. General Conditions (pages 1 to 56, inclusive).

10.6. Supplementary Conditions.

10.7. Construction Documents, Specifications and plans, to be developed pursuant to this Agreement.

10.6. Design Documents, to be developed pursuant to this Agreement.

10.7 CONTRACTOR’s Proposal, dated May 21st, 2015, marked as Exhibit A.

10.8. CITY’s Request for Proposals, marked as Exhibit B.

There are no Contract Documents other than those listed above in this Article 10. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

ARTICLE 11
MISCELLANEOUS

11.1 In connection with the Work, the CITY shall be responsible for the costs associated with obtaining, on a timely basis, the building permit and other permits and governmental fees, licenses, certificates, approvals and inspections necessary for proper execution and completion of the Project and compliance with laws and regulations that protect the environment, or human health and safety, as well as with other laws and regulations that may apply to the Project in any matter.

11.2. Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and e-mail addresses are provided for convenience only.

Golden: City of Golden
911 10th Street
Golden, Colorado 80401
Attn: Rod Tarullo
Telephone: 303-384-8000 x 8120
E-mail: RTarullo@cityofgolden.net

Contractor: Team Pain Enterprises, Inc.
890 Northern Way, Suite D-1
Winter Springs, Florida 32708
Attn: Tim Payne
Telephone: 407-366-9221
E-mail: Tim@Teampain.com

Project Representative: Rod Tarullo
City of Golden
911 10th Street
Golden, Colorado 80401
Telephone: 303-384-8120
11.3. Terms used in this Agreement that are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

11.4. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.5. This Agreement is between CITY and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

11.6. CITY and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

11.7. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, CITY’s obligations under this Agreement are subject to annual appropriation by the City Council of the CITY. Any failure of the City Council annually to appropriate adequate funds to finance CITY’s obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

11.8. This Agreement is to be governed by the laws of the State of Colorado.

11.9. This Agreement may only be amended, supplemented, or modified in a written document signed by both parties.

11.10. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CITY and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.11. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.
11.12. In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

11.13. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

11.14. *Immigration Status Obligations:*

a) CONTRACTOR certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the CONTRACTOR will participate in the United States Government’s E-Verify Program or the State of Colorado Department of Labor and Employment Program (“Department Program”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

b) CONTRACTOR shall not:

1) Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2) Enter into a contract with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

c) CONTRACTOR shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

d) CONTRACTOR is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.

e) If CONTRACTOR obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, CONTRACTOR shall be required to:

1) Notify the subcontractor and the CITY within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

2) Terminate the subcontract with the subcontractor if, within three days of receiving the certification required pursuant to sub-subparagraph (b)(2) of this section, the
subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f) CONTRACTOR shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department’s performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et seq., as amended from time to time.

g) If CONTRACTOR violates any of the provisions set forth in this section, the CITY may terminate the Agreement and CONTRACTOR shall be liable for all actual and consequential damages incurred by the CITY.

IN WITNESS WHEREOF, CITY and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to CITY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by CITY and CONTRACTOR.

***EXECUTION PAGE FOLLOWS***
This Agreement will be effective on __________________________, 2015.

CITY OF GOLDEN

Mayor

By: ____________________________________
Title: ____________________________________

ATTTEST:
City Clerk

Title: _________________________

APPROVED AS TO FORM:

License No. _________________________

Agent for service of process: ____________

______________________________
City Attorney
REQUEST FOR PROPOSALS

DESIGN-BUILD OF

ULYSSES SKATE PARK
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- CONCEPTUAL SKATE PARK DESIGN
May 21, 2015

Attn: Rod Tarullo
City of Golden Parks and Recreation
Golden Community Center
1470 10th Street
Golden, CO 80401

Re: REQUEST FOR PROPOSALS DESIGN-BUILD OF ULYSSES SKATE PARK

Dear Mr. Tarullo,

We are pleased to present our proposal for the design and construction of a skate park for the City of Golden, Colorado.

Team Pain is a leader in custom skate park design and construction with over 30 years exclusive skate park design build experience. Although we work world-wide, we have extensive experience working in the State of Colorado. To date, Team Pain has designed and constructed 16 municipal; custom concrete skate parks in Colorado. In addition, 2 of our team's Construction Project Managers and several crew members reside in the central region of Colorado adding to our overall familiarity and experience in the state.

We appreciate the opportunity to present our proposal to the selection committee members and look forward to the possibility of working together on this project.

Should you have any further questions, please feel free to contact me directly at 407-366-9221 or tim@teampain.com.

Sincerely,

Tim Payne – President
TEAM PAIN ENTERPRISES, INC.
City of Golden
PARKS AND RECREATION
National Gold Medal Winner

REQUEST FOR PROPOSALS
ULYSES SKATE PARK

Must Submit Page Two/Signature Page with Proposal

Company Name: TEAM PAIN ENTERPRISES, INC.
Address: 890 NORTHERN WAY SUITE D-1
City/State/ZIP: WINTER SPRINGS, FL 32708
Phone: 407-366-9221 Fax: 407-366-6889
Printed Name: CHARLES T. PAYNE
Authorized Signature: [Signature]
Title: PRESIDENT Email: TIM@TEAMPAIN.COM
Team Pain is a skate park specialist with over 30 years experience working nationally and internationally developing custom skate parks and skate structures for municipal and government agencies, communities, private sector and professional skateboarders and bmx riders.

The company is comprised of experienced skateboarders and this dedication to the sport coupled with the modern design principles and unrivaled craftsmanship held by each member, have dedicated the team to providing highly functional; custom skate park facilities.

Team Pain specializes in three mediums of custom skate structures; concrete skate park facilities, indoor wood facilities and specialty structures for professional riders. Many years of experience and developed knowledge have given the company an ability to work with municipalities around the world by providing design and construction services of concrete skate park facilities since 1997. This stems from over 30 years experience the company has with professional riders for extremely challenging “first-ever” structures that push the limits of skateboarding, numerous private training facilities for core industry companies, as well as, televised media events.

By taking into consideration all skaters, from top professional to novice, the approach is to create a unique and one of kind skate park facility that is not only innovative and challenging, but encourages the personal advancement of any individual who experiences a Team Pain Skate Park.
Team Pain's modern design principles are the direct result of the skateboarding experience each team member has. We have continuously implemented and perfected our method, collectively as a team, to produce cutting edge concrete skate parks. One of the most critical issues brought to this industry is the importance of well designed and built skate parks. By nature, skate parks are in itself an art form. A good quality skate park facility isn't simply pre-fabricated ramps or curved concrete structures. The radius’, heights, slopes and locations of each element requires precise coordination produced by an experienced team of skateboarders, to create a park that the users will get the most enjoyment of. As the Skate Park Specialist, we utilize our experienced personnel in the design concepts of the skateable features to the actual construction of these features, allowing the company to deliver high quality; custom skate parks, on-line quickly and within budget.

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

Team Pain’s philosophy has always been to work with the client to maximize their overall budget to allow for an accommodating facility. We feel that our success in this industry is derived by our free spirited; skateboarding roots, the rare camaraderie between skateboarders across the world and our professional manner in which we accomplish every project.

- 2002: “Merit Award for Design” by the American Society of Landscape Architects Aspen Skate Park
- January 2002: Tim Payne acknowledged with a “Lifetime Achievement Award” from SPAUSA
- 2003: Team Pain “Recognition for Outstanding Work” by Concrete Disciples & Skate Park Assoc. USA

AWARDS & RECOGNITION

- “2014 Build It Award” - FL Ch. American Planning Assoc. Lakeland CO Skate Park
- March 2012: Denver Westword News voted Arvada Skate Park “Best Skate Park in Colorado”
- 2011 Starburst Award - Lafayette, CO Skate Park
- 2010 Award of Excellence from American Concrete Institute - Lafayette, CO Skate Park
- 2010 Starburst Award - Steamboat Springs, CO Bear River Skate Park
- March 2010: Denver Westword News voted Roxborough Skate Park “Best Skate Park in Colorado”
- April 2009: “The 10 Best of Everything Families” publication National Geographic
- January 2007: Tim Payne: Florida Skater “Hall of Fame”
- August 2006: Time Magazine: “It’s All In The Swoop”
- June 2003: Tim Payne: “Lifetime Achievement Award” from FloridaSkater.com
NOTABLE PUBLICATIONS

The Wall Street Journal

The Architect Of Awesome Ripping

CREATING:
TIM PAYNE
SKATE-PARK DESIGNER

ONE DAY IN 1982, a friend brought the
bath tub out of the garage. The
Pain family house in Baltimore
is a concrete matrix placed
inexplicably in a sandbox.
The epiphany hit the family
in a rush. They had to
improve it, overcoming
crushed concrete, the
depression of concrete, the
depression of concrete.

START SMALL
Before designing the
beam, the beam park,
left, Team Pain
connected with
the famous
skateboarders to
design a "skate
park" on a small
scale.

START SMALL
Before designing
the beam park,
left, Team Pain
connected with
the famous
skateboarders to
design a "skate
park" on a small
scale.

Creating a Beam Park

TEAM PAIN
SKATE PARKS

890 NORTHERN WAY SUITE D-1 WINTER SPRINGS, FL 32708 (407) 366-9221 INFO@TEAMPAIN.COM TEAMPAIN.COM
NOTABLE PUBLICATIONS

Time Magazine  
(Featured Aspen’s Rio Grande Skate Park)

Time Magazine: August 7, 2006

If Salvador Dali had fashioned the moon, its surface might look something like the skate park in Savannah, N.J. Undulating concrete bowls flow toward one another like bumping waves, fibbing "snake rains" slither around steel-pipe rails and abrupt concrete boxes. If it all seems like a dreamscape, that's because it is. This is the kind of place that skateboarders dream about. Steve Leenders, 30, a physical education teacher who also co-owns the local skate shop, comes down here a lot with his board. "It keeps my blood flowing," he says. "There's always something new to try, always new lines to find!"

There's a skate-park building boom going on right now, and new lines—the kind that skaters course along and the kind that designers draw—are what it's all about. "Five years ago, there were 200 skate parks," says John Bernardo, executive director of the International Association of Skateboard Companies. "Today there are over 3,400, with many more under construction." During those same years, skate-park design reached a plateau of sophistication that you might not have expected from guys who wear really baggy shorts. As skaters have moved into the role of designers, establishing firms like SITE Design Group, Drownland, Team Pain and Grindline—a grind is what you do when you slide down one of those steel-pipe handrails—the skate park has evolved into an entirely new subdepartment of landscape architecture.

What it produces are places where familiar elements of the urban landscape are digested and sent back to us as sculptural environments. Curved basins recall the empty swimming pools where so much of skateboarding was refined. Slopes hint at the concrete canal embankments where a million kids scoffled their elbows. The best parks give you the impression that layers of urban, and suburban memory have been

GOING ORBITAL: A pro skater rides the rim at a Hollywood park in Santa Monica, Cali.

Photograph for TIME by Robert Gallagher
NOTABLE PUBLICATIONS

Shotcrete Magazine

Shotcrete MAGAZINE
Volume 11, Number 4 • Fall 2009

Recreational Projects
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<td>January 2015</td>
<td>8,000 sq. ft.</td>
<td>Bowl, street</td>
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<tr>
<td>Town of Breckenridge, Colorado</td>
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<td>Bowls, Snake Run, Street, Art Elements</td>
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<tr>
<td>Hillsborough County, Florida-Brandon</td>
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</tr>
<tr>
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<td>City of Arvada, Colorado</td>
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<tr>
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<tr>
<td>City of Sunny Isles, Florida</td>
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<td>7,000 sq. ft.</td>
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<tr>
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<td>Bowl, street</td>
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<tr>
<td>City of New Tampa, Florida</td>
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<td>Bowl, street/flow course</td>
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<tr>
<td>City of New Smyrna Beach, Florida</td>
<td>January 2009</td>
<td>8,500 sq. ft.</td>
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<tr>
<td>City of Colorado Springs, Colorado</td>
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</tr>
<tr>
<td>City of Jacksonville, Florida</td>
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<tr>
<td>St. Lucie Co. – Ft. Pierce, Florida</td>
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<tr>
<td>City of Antwerp, Belgium</td>
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<tr>
<td>City of Dunedin, Florida</td>
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<td>Pool, Bowls, Street obstacles</td>
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<tr>
<td>Charlotte Co. – Englewood, Florida</td>
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<tr>
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<tr>
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<td>9,300 sq. ft.</td>
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<td>Snake run, Pool, Bowl</td>
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<tr>
<td>City of Kortrijk, Belgium</td>
<td>October 2005</td>
<td>8,000 sq. ft.</td>
<td>Bowl, Cradle, flow course</td>
</tr>
<tr>
<td>City of Cocoa Beach, Florida</td>
<td>May 2005</td>
<td>13,400 sq. ft.</td>
<td>Flow Course, Bowl, Cradle, Street</td>
</tr>
<tr>
<td>Kona - Jacksonville, Florida</td>
<td>May 2005</td>
<td>Skate pool</td>
<td>Pool Renovation</td>
</tr>
<tr>
<td>City of Powell, Ohio</td>
<td>October 2004</td>
<td>18,000 sq. ft.</td>
<td>Pool, Street, Beginner, Flow Course</td>
</tr>
<tr>
<td>City of Sarasota, Florida</td>
<td>October 2003</td>
<td>25,000 sq. ft.</td>
<td>Flow Course, Bowl, Pool, Street</td>
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<tr>
<td>City of Oviedo, Florida</td>
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<td>Flow Course, Bowl, Street</td>
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<tr>
<td>Woodward West - California</td>
<td>March 2003</td>
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<td>City of Mason, Michigan</td>
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<td>Flow Course</td>
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<tr>
<td>City of Lansing, Michigan</td>
<td>May 2002</td>
<td>18,000 sq. ft.</td>
<td>Flow course, street</td>
</tr>
<tr>
<td>City of Tallahassee, Florida</td>
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<td>Flow course, street</td>
</tr>
<tr>
<td>City of Asheville, North Carolina</td>
<td>August 2001</td>
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<td>Flow course, street, bowl, beginner</td>
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<tr>
<td>City of St. Augustine, Florida</td>
<td>April 2001</td>
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<td>Flow course, street, bowl</td>
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<tr>
<td>City of North Port, Florida</td>
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<td>14,500 sq. ft.</td>
<td>Flow course, street, bowl</td>
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<tr>
<td>City of Aspen, Colorado</td>
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<td>17,000 sq. ft.</td>
<td>Flow course, bowls, beginner</td>
</tr>
<tr>
<td>City of Bozeman, Montana</td>
<td>October 2000</td>
<td>5,000 sq. ft.</td>
<td>Street course, mini bowl</td>
</tr>
<tr>
<td>City of Laramie, Wyoming</td>
<td>August 2000</td>
<td>10,500 sq. ft.</td>
<td>Bowl</td>
</tr>
</tbody>
</table>
In 1999, Team Pain designed and built the original skate park in Breckenridge, Colorado. After 15 years, the City of Breckenridge had decided that their continuous growth in population called for a larger and updated skate park, so they brought us in to do the job.

The new and improved skate park is re-designed to suit all generations and disciplines of skateboarders. There are multiple bowls which are intended for different skill levels but yet can be fun for anybody to engage in. The largest of the 3 bowls is the “Competition Bowl”. This bowl features multi-levels of rounded hips that allow for big airs and transfers. The second bowl is more beginner friendly and has a small/mellow mini-ramp section that branches off into a medium sized bowl corner with multiple additions that make for endless options of fun obstacles to learn tricks on. The third bowl is the “bonus bowl”. From an outsider’s perspective, this bowl may appear to be an actual swimming pool because that’s where the inspiration came from. It has the same features as a swimming pool such as the tile, drains, pool light, shallow end staircase and pool coping, but is functional for skaters. There is a snake run that incorporates hips, spines, banks, moguls, quarter-pipes, volcanoes and various speed boosting terrain obstacles. The street course is packed full of stairs, ledges, manual pads, hand rails, flat bars, pole jam, hubbas, pyramids, quarter pipes, banks, hips, granite handrails and much more. One feature that really stands out in the street course is an actual historic mining cart from the late 1800’s that was donated from the City Of Breckenridge to incorporate within the design. Today, this park is a modern, well rounded and unique facility for all to enjoy.

- Team Pain Project Manager: James Hedrick
2-17-2015

To whom it may concern,

It is with great respect and confidence that I provide this letter of reference for Team Pain. When planning for our skatepark renovation project, there was a strong contingency of our local skating community that lobbied for Team Pain to design and build our new park. I personally, had no attachment to any park design / builder, though as we have now completed our project, I am happy to say that I will seek out Team Pain for all of our future skatepark projects.

Tim Payne and his team were so skilled in guiding us through the entire process, which was critical as I had never been involved in the design and build of a skatepark. They not only facilitated public design sessions with our community of skaters, they helped identify and get the word out about these meetings to the skaters. Through this interactive process, we were able to develop a conceptual vision for the skatepark and then allow Team Pain to interpret that vision and create a design. In our situation, we allowed Team Pain to have some creative flexibility as they began to construct the park, and the initial design evolved extensively through the construction process. In addition to the creativity of Team Pain’s crew leader, James, the crew was completely receptive to the feedback received from local skaters stopping by during the day to share their thoughts on how best to enhance the skating experience. Their openness, flexibility, and highly developed sense of what makes a great skatepark was instrumental to the success of our project. The final product that we received completely speaks for itself.

As the project manager for the Recreation Department, working with Team Pain on the design and construction of our skatepark was a great experience. I felt they were consistently responsive to my requests, understood what we were trying to accomplish for our community, were very self-sufficient in managing the project, and quick to come to me when they needed any type of direction. They also hired many local individuals to assist with the project and I believe that this practice creates a deeper respect and appreciation for the final product, as the builders of the park are then the ones that will benefit from and skate it for years to come. In all aspects of our project, I was happy to be working with Team Pain and eagerly encourage you to give them strong consideration for your upcoming project.

Cheers,

Michael M. Barney
Director of Recreation
michaelb@townofbreckenridge.com

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

Our team was awarded the bid to finalize the community’s design concept and include some additional creative elements to make their skatepark unique. The community wanted some sort of “skateable tree”, so our team created a skateable concrete tree stump using various tools to define the shape and applied acid stains to resemble a natural stump and included it along the snake run’s unique design.

The skate park is approximately 15,000 sf in size and is composed of a real skateable backyard pool. A snake run style bowl that boasts hundreds of carve lines, grind able pool coping, along with many moguls, corners, hips and roll-in options. Additionally, there is a street course with many ledges, embankments and rails that are combined and configured in such way that each skater can get as creative as their abilities allow while maintaining flow throughout the park.

As with most Team Pain skate parks, the street course has many different textures, such as concrete, granite and steel to truly challenge the users and entertain them indefinitely. The Mehaffey Skate Park is a multi-level, multi demographic skatepark that will champion the beginner skater as well as the seasoned professional. Colorful, creative and an obvious destination skate park that is sure to become one of Colorado’s must visit skate parks!

- The park is slated to open to the public in May 2015.
- Team Pain Project Manager: James Hedrick
April 8th, 2015

To whom it may Concern

It is with great pleasure to provide this letter of reference and recommendation for **Team Pain Enterprises, Inc.** In the spring of 2014, ECI Site Construction Management Inc, hired Team Pain for the Design/Build (CM/GC) construction services of a Skate Park located at Mehaffey Park, in Loveland Colorado.

Team Pain proved to be self sufficient, knowledgeable and ready to administer the construction and completion of the Skate Park. Their team members were responsible for bidding and bringing the “team” approach together to complete the Skate Park for the City of Loveland and ECI Site Construction Management, Inc.

The outcome was a cohesive partnership between Team Pain and ECI Site Construction Management, fostered by excellent communication and close collaboration to bring this project in on time and on budget.

As the Vice President for ECI, I strongly recommend Team Pain for their knowledge and expertise on administering and managing their work in a very professional manner. I am confident in stating that they will guarantee and stand behind their work in providing you one of the best Skate Parks that your budget allows. If you would like to further discuss their qualifications and the construction work they provided, please do not hesitate to contact me.

Sincerely,

Ted Johnson, Vice President
ECI Site Construction Management, Inc.
ted@ecisite.net
970.669.6291
Lake Bonny Skate Park

City of Lakeland
800 US 98 South
Lakeland, FL 33801

Contact:
Pamela Page
Deputy Director of Parks & Recreation
863 834-6088
pam.page@lakelandgov.net

Size:
24,000 square feet
Street Plaza, Obstacles, Snake Run, Bowls & Sculptural Elements

Design Completion: 11/12
Construction Completion: 5/1/13

Design/Build Contract:
$694,000 - Skate park only - On budget

This project was an inspiration for the dedication the City of Lakeland had for their community of skaters. The force behind it was Deputy Director of Parks and Recreation, Pam Page. From the moment the city said go; it was all positive vibes to say the least. The City fully backed all of our suggestions to ensure the most multi level park for their community. From the colored concrete and the granite ledges this park packs a punch. Located in the heart of Lakeland, Florida the community was asking for a well rounded park. Through community input we put our heads together to produce a park for all disciplines and levels. This park is broken up into 4 main skating areas. The Advanced bowl is a multi level bowl with hips that allow for big airs and transfers. The Intermediate bowl has many elements like; hips, extensions, transitions to bank to walls, escalators and mogul all lining up perfect for continuous momentum. The Street Course has ledges, Jersey barricades, multi manual pads, granite, manual pads and flat bars, banks, step ups, stairs and handrails and a little mini ramp. Last but not least is the Snake Run featuring pool coping and tile in the deep end, mini spine, hips, ledges, metal coping, concrete spine edge and bump to bump roll in. The City change ordered for additional seating benches within the skate park.

Team Pain Project Manager:
Lance Spiker

“2014 Build It Award” - from the Heart of Florida Section Florida Chapter of the American Planning Association

“TEAM PAIN” SKATE PARKS
890 NORTHERN WAY   SUITE D-1   WINTER SPRINGS, FL 32708   (407) 366-9221   INFO@TEAMPAIN.COM   TEAMPAIN.COM
May 29, 2014

Tito Porrata
Team Pain
890 Northern Way, Suite D-1
Winter Springs, FL 32708

Re: Lake Bonny Skate Park

Dear Tito,

We are so very grateful to you and all of Team Pain for the outstanding skate facility that your firm designed and built for the residents of and visitors to the City of Lakeland. Your group collaborated seamlessly with our local skate alliance, professional consultants, contractor, elected officials and city staff. The design process was fluid, we meshed our goals with skaters wants and developed a skate park that was built within budget, on schedule and still challenges the best of skaters. A win for all involved.

Our city staff can be very demanding as far as pushing the design envelope your team responded beautifully and was great to work with. We can honestly say that our skate park was designed by skaters, built by skaters for skaters! There isn’t any part of the process that we would have altered.

We look forward to seeing what your team unveils with each new skate park that you take on. Please feel free to have anyone contact me with questions about our collaboration.

Sincerely,

Pam
Pamela Page
Deputy Director, City of Lakeland Parks & Recreation
The City of Arvada, Colorado wanted to provide a well rounded destination skate facility containing elements for all levels & types of skating for their community and beyond. The City awarded the project to Team Pain who worked with an engineer and landscape architect on the project. Team Pain provided community input meetings and conceptual skate park designs and performed the specialty skate park construction of the massive 42,000 square foot facility under a general contractor who performed the site work and amenities. With the City's budget, Team Pain was able to accommodate every wish including many first ever sculptural elements and the use of granite, acid staining, colored concrete, brick stamping and the use of boulders throughout. This park not only accommodates every level of skater it also accommodates the spectators viewing pleasure.

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

- City change ordered $30,000 for additional integral colored concrete.
- Team Pain Project Manager: James Hedrick

Voted “Best Skate Park in Colorado 2012” by the Denver Westword Newspaper
To Whom It May Concern:

I would like to take this opportunity to recommend Team Pain Enterprises Inc. as a contractor on any skate park project you might consider. Team Pain recently successfully completed the design and construction of the new six acre City of Arvada Skate Park. Team Pain did an excellent job of facilitating skater input and working as the integral designers for the construction of this important project. Team Pain worked flawlessly with other project consultants and the general contractor in completing the construction of this complex, highly visible project. The project goal was to create a skate park that provided not only a great skating experience but aesthetically be a positive addition to our city park system and the surrounding neighborhood. Team Pain did an amazing job.

The design process consisted of a series of public meetings with Team Pain working first conceptually and then through a series of computer situations with local skaters. To formalize the design a local landscape architectural firm worked with Team Pain in the design of the entrance roads, parking landscape, and other infrastructure improvements. The innovative skate park design that Team Pain produced was the primary influence on the design of all the remaining park elements.

Team Pain impressed everyone involved with inspection during the construction process with their innovative techniques, hard work, and expertise. Team Pain worked diligently to analyze and adjust the grades to produce a beautiful and functional project. Because the construction team members were all skaters themselves modifications were made all through the project to enhance the skating experience. The end result was a skater’s park completed on schedule.

Team Pain Enterprises is a very talented group comprised of great designers and excellent craftsmen and highly motivated workers. Please do not hesitate to contact me if you have any questions.

Sincerely,

[Signature]

Mike Lee
Manager of Urban and Park Design
phone: 720-898-7390
email: mike-l@arvada.org

P.O. Box 8101 ▲ 8101 Ralston Road ▲ Arvada, Colorado ▲ 80001-8101
The City of Lafayette, Colorado has an impressive community vibe that is active, proud and overall fun. Lafayette tends to fully embrace and invest in their community, especially skateboarders; however what really sets them apart is their passion and hands on involvement in the process. Team Pain was the design consultant for the skate park design which included public input sessions and skate park construction.

From the planning stage, the city’s Project Manager, Curt Cheesman, really wanted a skate park that set his community apart and engage the users with a unique experience. Various types of granite, marble, and boulders were introduced throughout the park to engage every discipline of skater, whether transition or streetskater. There is an advanced bowl, an intermediate bowl, a unique hybrid snake run/ditch, which is fun for both disciplines, a beginner bowl, perfect for the little guys and of course a street section. We used the perimeter of the entire park to allow for a path that offers so many elements fancied by street skate aficionados. This is truly a wonderful and engaging facility.

• Team Pain Project Manager: James Hedrick

Lafayette Skate Park
City of Lafayette
111 W Baseline Road
Lafayette, CO 80026

Contact:
Curt Cheesman
Director of Recreation & Facility Mgmt.
(303) 809-9852
curtc@cityoflafayette.com

Size: 19,000 square feet Pool, Bowl, Snake Run, Beginner Bowl & Street

Design Completion: 6/10
Construction Completion: 12/10

Design/Build Contract: $758,549 - Skate park only
On budget
Team Pain Enterprises, Inc.
890 Northern Way Suite D-1
Winter Springs, FL, 32708

December 16, 2010

To Whom It May Concern:

It is our pleasure to draft this reference letter on behalf of Team Pain Enterprises as a highly regarded, full service design/build skatepark contractor. Team Pain submitted a bid proposal to the City of Lafayette to construct a state of the art, cutting edge 19,000 square foot skatepark. Team Pain came highly recommended by other Colorado municipalities as well as the local skate community. After a thorough review and community feedback process, Team Pain was selected as the most innovative and qualified contractor from among several construction companies. Throughout the design-construction process Team Pain was committed to providing a superior end product to the City of Lafayette and its citizens.

The Lafayette Skatepark is truly a work of artistic construction and a testimony to the creative potential of the entire Team Pain team. A staff comprised entirely of skaters allowed for in the field modifications and improvements that could not be accounted for as part of a typical design-bid-build process. A collaborative partnership with City staff & Team Pain facilitated several project enhancements that were able to be completed under-budget without expensive change orders.

Team Pain’s crew were able to constructively work through weather constraints, civil engineering issues and communicate effectively in order to find the best possible solutions. The attention to detail, willingness to go above and beyond and industry expertise are a product of Team Pain’s passion for what they do and is evident in the quality of the end results.

It is our pleasure to recommend Team Pain as an excellent resource in the skatepark construction industry. Please feel free to contact us if we can answer any specific questions regarding our beneficial experience with Team Pain.

Sincerely,

Curt Cheesman
Director of Recreation & Facility Management
City of Lafayette, Colorado
The following key personnel will work on the Ulysses Skate Park to ensure quality control of all operations, including design and construction procedures from the beginning of the project until the final product is delivered and accepted by the City of Golden.

Tim Payne - Founder & President of Team Pain
Is renowned for his innovation and contribution to the skateboarding industry. Mr. Payne’s 34 years of skateboarding experience coupled with his unique design and construction capabilities has made him a leader in the skate park industry for over 30 years. His fundamental belief in providing the best skate park is to ensure experienced skaters are involved in the entire design and construction process. Recognizing the power of collective involvement he formed Team Pain Enterprises, Inc. in 1997.

Tito Porrata - Lead Designer/Assistant Project Manager
Tito joined Team Pain in 2002. With a background in art and being an avid skateboarder for many years, Tito began judging and organizing various skateboarding contests and events while working in the retail market of the action sports industry. His knowledge of the industry and keen design sense advanced him into one of Team Pain’s lead designers, producing over 100 skate park designs for the company.

James Hedrick - Lead Construction Project Manager/Lead Designer
James joined Team Pain in 1997. His professional skateboarding experience and enthusiasm to learn the skate park construction trade have naturally developed his skills to the art of skate park design and construction. Today, James has designed and managed many award-winning concrete skate parks for Team Pain, in addition to working hands on during the construction process.

Lance Spiker - Lead Construction Project Foreman
Lance joined Team Pain in 1998. An avid skateboarder for over 30 years, his construction skills and attention to detail lead him to working on many concrete skate parks for Team Pain. Today, Lance manages and oversees all aspects of a given project in addition to working hands on during the entire construction process.

Manhard Consulting - Daniel Madruga - PE, LEED AP
Daniel has over 18 years of civil engineering design and construction management experience in the land development consulting profession. He has been involved in projects throughout Colorado including 4 skate park projects with Team Pain. His experience also entails; site feasibility studies, entitlement and the final design of commercial developments, skate parks, park systems, roadway design and traffic sign design. The site design includes grading and earthwork analysis, utility design, detention/water quality basins, parking lot layout and ADA accessibility analysis.
ORGANIZATION CHART

DESIGN - BUILD

City of Golden
Parks & Recreation Department

Stakeholders
& Users

Team Pain
Skate Parks

Tito Porrata
Skate Park Designer

Tim Payne
Principal/Project Manager/Designer

James Hedrick
Construction Project Manager/Designer

Daniel Madruga
Principal Engineer

Lance Spiker
Construction Project Foreman

ECI Site
Construction
Site Work
Brief History

Team Pain’s Founder & President, Tim Payne is renowned for his 30+ years of continuous contribution to the skate park industry. Since his humble beginnings of building skate ramps in the late 1970’s, Mr. Payne has only had one profession and that is designing and building skate parks. His many years of skateboarding experience coupled with his unique design and construction capabilities has made Mr. Payne a leader in the skate park industry. He has personally designed and built over 200 skate facilities worldwide and has received Lifetime Achievement Awards, inductions into industry Hall of Fames and interviews and articles in prestigious publications.

When forming Team Pain in 1997, Mr. Payne knew the only way to continue producing high quality, one of a kind custom skate parks was to ensure everyone in the company was an expert at skating. With the exception of a few administrative staff, every Team Pain member has a minimum of 10 years skateboarding experience. This quality coupled with extensive design knowledge and meticulous craftsmenship contributes to the overall core understanding of how the design and final product is achieved to develop a true custom skate park that the users will get the most enjoyment of for years to come. Mr. Payne, his staff and colleagues work closely with communities, municipalities, general contractors, architects, engineers and professional skateboarders to develop a one of kind Team Pain skate park.

AWARDS & RECOGNITION

• March 2012: Denver Westword News voted Arvada Skate Park “Best Skate Park in Colorado”
• 2011 Starburst Award - Lafayette, CO Skate Park
• 2010 Award of Excellence from American Concrete Institute - Lafayette, CO Skate Park
• 2010 Starburst Award - Steamboat Springs, CO Bear River Skate Park
• March 2010: Denver Westword News voted Roxborough Skate Park “Best Skate Park in Colorado”
• April 2009: “The 10 Best of Everything Families” publication National Geographic
• March 2009: Denver Westword News: Colorado Springs, CO “Best Skate Park in Colorado”
• January 2007: Tim Payne: Florida Skater “Hall of Fame”
• August 2006: Time Magazine: “It’s All In The Swoop”
• June 2003: Tim Payne: “Lifetime Achievement Award” from FloridaSkater.com
• 2003: Team Pain “Recognition for Outstanding Work” by Concrete Disciples & Skate Park Assoc. USA
• 2002: “Merit Award for Design” by the American Society of Landscape Architects
• January 2002: Team Pain Award of Excellence in Skate Park Design
• January 2002: Team Pain Award of Excellence in Concrete Skate Park Design & Construction
• January 2002: Tim Payne acknowledged with a “Lifetime Achievement Award” from SPAUSA
TITO PORRATA
DESIGNER | PROJECT MANAGEMENT

Brief History

Tito Porrata joined Team Pain in 2002. Tito’s skating ability lead to judging and organizing various skate contests and events while working for several skate retailers in Florida. He eventually transferred to New York as a retail buyer and product manager for various skate companies, as well as, trained management for new retail skate stores throughout the New York City area. During this time he also began working for Team Pain on several projects.

Today, Tito’s dedicated passion and understanding for skateboarding has positioned him into a lead designer role for the company which includes conceptual designs, detail specifications, presentations and consultations for proposed projects. In addition, he also works behind the scenes ensuring Team Pain projects are run smoothly. His attention to detail, sales background and dedication to the company is an invalueable asset to the company.

PROJECT EXPERIENCE

• Hillsborough County, FL ~ Design and Administrations
• City of Arvada, CO ~ Design and Administrations
• City of Lafayette, CO ~ Design and Administrations
• City of Broomfield, CO ~ Design and Administrations
• City of Steamboat Springs, CO ~ Design and Administrations
• Village of Roxborough, CO ~ Design and Administrations
• City of Colorado Springs, CO ~ Design and Administrations
• City of New Tampa, FL ~ Design and Administrations
• Charlotte County, FL ~ Design and Administrations
• City of Jacksonville, FL ~ Design and Administrations
• St. Lucie County, FL ~ Design and Administrations
• City of Antwerp, Belgium ~ Administrations
• City of Dunedin, FL ~ Administrations
• City of Milton, FL ~ Design and Administrations
• City of Naples, FL ~ Consultation and Administrations
• Woodward Camp, PA ~ Design and Administrations
• City of Sarasota, FL ~ Consultation, Design and Administrations
JAMES HEDRICK
CONSTRUCTION PROJECT MANAGER | DESIGNER

Brief History

James Hedrick joined Team Pain in 1997. His professional skateboarding experience and eagerness to learn the skate park construction trade, was paramount to Team Pain. James’ recognition by the skateboarding industry, allowed him to become a sponsored skater for many companies over the years. These experiences naturally developed his skills into the art of skate park design. Today, James is at the forefront of concrete skate park design and construction, combining his efforts with the design team and following through to the final product, to produce many award winning concrete skate parks. James manages and oversees all aspects of the concrete project sites, in addition to working hands on during the construction process.
LANCE SPIKER
CONSTRUCTION PROJECT FOREMAN

Brief History

Lance joined Team Pain in 1998. He is a native of St. Augustine, Florida and has been an avid skateboarder for over 30 years. His eagerness to learn the skate park construction trade, was evident on the first skate park he worked on for Team Pain. His attention to detail of all site activities eventually lead into managing projects for Team Pain. He has worked on many projects throughout the country and overseas with an emphasis on managing projects in the eastern region of the United States. Lance manages and oversees all aspects of the concrete project sites, in addition to working hands on during the entire construction process.
DANIEL MADRUGA, PE, LEED AP
Project Manager

Mr. Madruga has over 18 years of civil engineering design and construction management experience in the land development consulting profession. He is known for thinking in a progressive manner that matches the design outcome to the client's vision. Mr. Madruga strives to instill in his team a culture of responsiveness and the mind set of anticipating client's needs and providing solutions to issues before they become problems.

Relevant Experience

Skate Park Design
Multiple Sites, Colorado
Project Manager. Mr. Madruga has worked with Team Pain on four new skate parks throughout Colorado. He provided technical expertise related to the grading and drainage for the skate parks, and to highlight areas that required adjustment for proper drainage of the proposed facilities. Mr. Madruga and his team were also responsible for preparing the construction documents needed for agency approval.

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

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

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

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

Roadway/Traffic Signal/Traffic Signal System Design
Multiple Sites, Colorado, Nevada, California and Utah
Mr. Madruga's roadway design experience includes traffic calming in downtown corridors, roundabouts, reconstruction of existing roads and signing and striping layouts for new and existing roadway design. He also has extensive traffic signal design experience, including the design of over 100 traffic signals in Colorado, Nevada, California and Utah.
Our team will bring to this skate park project a proven track record in planning, designing and constructing skate parks that enrich community park systems. We serve all skill levels with creative amenities, features and public spaces. Our team members have individually and collaboratively participated in some of the most notable and successful skate parks in the State of Colorado. We have a proven team structure and project approach for delivering engaging products that meet the desires of our clients and the needs of the community. The process we rely on is a team approach where the design and construction team, the City of Golden Parks and Recreation staff, key City staff, community skate advocates, community stakeholders and the citizenry of the community will work together to develop and implement a shared vision. The following process will illustrate our approach for this project.

Client & User Needs - During this first phase of the process, we will listen to the client in order to fully understand what the desires are for the skate park beyond what has been stated in the RFP. This Kickoff Meeting will enable us to “learn” more about the project and understand some of the background which might not have been detailed in the RFP. Review topics will include:

- Desired Outcomes
- Scope of work
- Project schedule
- Discuss the team’s initial analysis of the site
- Review the RFP submittal concept
- Design and construction approach for the skate park based on the budget, overall site plan, amenities, safety, access, project estimates and adjacent structures
- Public outreach program for skate park users
- Lines of communications
- Design review, approval and permitting process
- Request all existing site analysis and reports from the Client

Research & Analysis - During this phase, we will visit the site for a more in depth evaluation to learn about any site opportunities and constraints including how Ulysses Sports Complex is used; it's history, features, parking, drainage, utilities, soils, existing tree locations and other issues that may influence the proposed design. We will also explore the City of Golden’s other neighborhood parks in order to possibly implement 1 or 2 skate features into those parks. During this phase, we will also explore opportunities for project theming and character.

Initial Concept & Community Input #1 - In this phase, we will update the initial concept with information the project team has learned during the previous two phases, in order to participate in the public input process with the users, stakeholders and community. Due to the fastrack schedule reflected in the RFP, our engineer, Daniel Madruga, will simultaneously begin developing the site layout from the information derived from the Kickoff meeting and all analysis information. We will assist in community outreach through social media and contact local shops to bring awareness of the input meetings. We will present this concept to the community as a starting point in order to gather all ideas, concerns and suggestions for the skate park design. We work with a 3-D application that best interprets the feel of a skate park by providing three dimensional “fly thru views” showing the different angles and levels of the skate park concept and site design, so all parties can view the program, allowing for comments and input. During this 1st public input meeting we will address the following:

- Project overview and schedule
- Team’s analysis of the site
- Explain various skate disciplines and skill levels
- Conduct a workshop with the users to provide input
Anaylis & Review - During this phase, we will review the findings from the first public meeting with City staff to build a final consensus regarding a preferred direction/concept for the project. We will identify and review all budget considerations in order to finalize the skate park design along with features and amenities to include improved parking access, drainage and lighting plan. Our engineer will continue to work simultaneously on the site layout while the skate park concept is being finalized and approved by the City and community.

Final Concept & Final Community Input - The final concept will be presented in a final community input meeting with visuals that convey the design intent. If public or City staff review necessitates, minor revisions to the final concept can be made for the purpose of publication and further public awareness. The final concept and review input received will be the basis for the construction documents. An estimate of probable construction cost will accompany this final design and be delivered to City staff.

Construction Documents - We will prepare 50% design development and final construction documents for this project. As a part of the delivery of the construction documents, we will meet with the City to review the construction documents. These review meetings will occur following the submission of milestone documents once staff has had an opportunity to review the documents. Anticipated milestone reviews are; 50% Design Development, 90% Construction Documents and Final Construction Documents.

Development - This phase addresses the construction of the project and the integration of our team to successfully complete the project by working together to quickly and efficiently address field questions, introduce design adjustments based upon field conditions and opportunities to ensure the project is opened on time and on budget.

Site Preparation - ECI Site Construction will provide all necessary site permitting and safety to secure the perimeter of the entire work area during construction. ECI will conduct all site preparation, basic grading for the skate park, any stormwater and drain line installation work, improved access work and any supporting amenities to be implemented into the final scope of work. The work required to furnish and install all site and utility work will be in strict accordance with the plans and specifications, consisting of, but not limited to the following:

- Locate utilities
- Soil stabilization
- Obtain applicable construction permits
- Erosion and sediment control
- Site access path
- Power and water to site, if required
- Stormwater, if required
- Clearing, grubbing and grading work
- Site surveying and grade stakes
- Install main drain lines for Team Pain to tap into
- Import and export of any fill or aggregates
- Soil compaction & testing

Skate Park Construction - Team Pain will conduct the entire scope of specialty skate park work, using our own specialized employees. We will draw out a streamlined construction plan to maximize the budget and achieve a high quality skate park. Team Pain skate parks are designed and built with a method that utilizes typical construction of the skate slabs and
is implemented into the site by our team's engineer. We will provide concrete testing and our team's engineer will be responsible for adhering to applicable regulations inherent of the testing process and review and communicate all test results to the City and team to assure all specifications are met. This method further employs a process that allows the Team Pain crew to maximize and enhance the skate environment in the field, while staying within budget and within the original concept for a truly customized skate park unique to the site features. The following breakdown consists of Team Pain's specialty construction scope of work to furnish and install the skate park in strict accordance with the plans and specifications, consisting of, but not limited to the following:

Earthwork/Formwork
- Layout and stake out interior of skate area
- Fine grade and compact entire skate area
- Produce TP master transition templates
- Set forms for entire skate area

Coping/Rail Fabrication
- Install and weld metal coping/rail for entire skate area

Reinforcement
- Rebar placement of entire skate area

Cast In-place Concrete/Shotcrete
- Pour in place shotcrete/concrete for entire skate area
- Finish shotcrete/concrete to a smooth steel trowel finish for entire skate area
- Apply curing sealer to entire skate area

Clean up/Punch out
- Saw cut joints in skate area
- Attach drain fixtures to existing drain lines in skate area
- Remove forms
- Apply caulking and joint filler for entire skate area
- Remove all equipment and storage facilities
- Clean up entire skate area

Project Closeout - Our team will participate in substantial and final completion inspections to ensure that these walk through inspections will result in few, if any, “punch list” items and provide more of an opportunity for a review of the project progress and confirmation of schedule prior to opening day festivities.

Maintenance & Warranty - We will provide a Maintenance Plan addressing daily, weekly and monthly maintenance of the skate area and the process for reporting anything which might require expert repairs by Team Pain. Our commitment to providing the City of Golden with a quality constructed skate park is found in the 1 year warranty which will be provided from the date of final acceptance by the City. Team Pain has provided skate facilities for over 30 years and is proud of the fact that warranty repairs are rare; however, if they arise we will resolve them quickly to the satisfaction of the City. We believe the City of Golden will have a greater peace of mind knowing that many of our crew members reside in the Central Colorado region and can respond quickly to address any questions and perform any warranty services that may occur.
With the City of Golden’s timeline for this project, the approach is to engage our engineer to initiate the pre-planning process simultaneously during the public input meetings and review meetings with the City of Golden. This process will allow us to develop the site perimeters and layout while the conceptual skate park design is being developed. We are proud of our history of maintaining work schedules and completing projects within the Client’s schedule and can accommodate the City of Golden’s timeline referred to in the RFP. The probable timeline for design, review, and construction of the skate park, is as follows:

Indicates City review/approval timeline based on the schedule in the RFP. The City’s actual review/approval process time may affect this schedule.

Ulysses Skatepark - Golden, CO

Project Start Date: June 25, 2015
Team Pain Skate Parks maintains the insurance coverage and bonding capacity requirements in the City of Golden’s Request for Proposal document. A Certificate of Insurance and 100% Payment and Performance bonds will be provided to the City upon execution of the Agreement.

Team Pain carries the following limits of liability with 30 days written notice and shall keep the policy in force for the term of the Agreement:

- Comprehensive General Liability at $1,000,000 each occurrence/$2,000,000 aggregate
- Umbrella Liability at $5,000,000 each occurrence /$5,000,000 aggregate
- Workers Compensation, including USL&H, at $1,000,000
- Comprehensive Automobile Liability at $1,000,000
- Builder’s Risk
- Rented/Leased Equipment at $750,000
- Transit & Install at $125,000
CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT
NAME: Jean Arthur Associates, Inc.
5620 Red Bug Lake Rd
Winter Springs, FL 32708
Harry J. Arthur

PRODUCER
NAME: Team Pain Enterprises, Inc
890 Northern Way Ste D-1
Winter Springs, FL 32708

INSURED
NAME: Colony Insurance Co
39993
Technology Insurance Company
10723
Nationwide
12936
Travelers Construction

COVERAGES
CERTIFICATE NUMBER: TEN14392
REVISION NUMBER: 05/15/2015

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CERTIFICATE HOLDER
INFORMA

INFORMATION PURPOSES ONLY
For a certificate call Malinda at 321-527-7986 or email mt@jeanarthurins.com

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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890 NORTHERN WAY SUITE D-1 WINTER SPRINGS, FL 32708 (407) 366-9221 INFO@TEAMPAIN.COM TEAMPAIN.COM
March 18, 2015

Team Pain Enterprises, Inc
890 Northern Way Ste D-1
Winter Springs, FL 32708

RE: Reference Letter
To whom it may concern:

We have been the insurance agency for Team Pain, Inc. since the company's inception in 1997. I would very strongly refer their business to anyone. They have never had a claim on General Liability, or Workers Compensation coverage. Due to their safety experience they have a workers compensation MOD (Experience Credit) of .73 and are getting max scheduled and experience credits on their general liability coverage. They have exhibited that they are the best at what they do and their parks show it, along with professional manner they conduct business. Financially they have also been excellent they pay on time and never had a late payment. Their bonds have always been satisfied and never has any issues occurred, and currently have a $3,000,000 aggregate limit approval on their bonds.

I can attest to all aspects of their business and if I was building a skate park or ramp will chose them over any other for their expertise & Character. Any further questions I may be reached on my direct line at 321-527-7985.

Sincerely,

[Signature]

SITE EXPLORATION

Our team conducted various site visits to the Ulysses Sports Complex to explore options for developing a new skatepark. Taking into consideration the possibility of reusing the existing skate park’s concrete slab, we have developed this exploratory concept.

In our exploration, we worked around the non-operational batting cages to truly determine the full options of the site. Our plan is to allow the design process, specifically with input from City, stakeholders, users and community to develop creative solutions for the space. From fully demolishing the batting cages to allow for the expansion of the skate parks footprint or simply recycling the area to create more connecting common and viewing areas, we see many different opportunities to create a very unique environment.

SKATE PARK DESIGN CONCEPT

This concept is approximately 26,000 square feet and contains two distinct bowls and a unique snake run surrounding a flowing and multi-level street environment to facilitate every user from beginner to expert level. With the inclusion of various viewing areas that are connected by perimeter walkways along with the existing supporting amenities, this space has the potential to become one of Colorado’s premier skate park facilities that would greatly increase the quality of life for the residents and visitors of Golden, Colorado.

We hope you enjoy this initial concept and consider our team to further take the exploration into reality!
LEGEND - CONCEPTUAL DESIGN

GOLDEN COLORADO

Potential Skate Area
Total 26,500 SF

Street Course 18,000 SF
Snake Run 3,800 SF
Various Bowls 4,700 SF
Viewing/Gather Areas 2,000 SF
Walkways 2,400 SF

Existing Parking
Existing Buildings
Existing Facility Walkways
Former Batting Cage Approx. 5,200 SF

400'
Request for Proposals

Design-Build of Ulysses Skate Park

Proposals Due: May 22, 2015 at 5pm (MST)

Deliver Proposals to:

Attn: Rod Tarullo
City of Golden Parks and Recreation
Golden Community Center
1470 10th Street
Golden, CO 80401

Refer Questions to:

Rod Tarullo, Director of Parks, Recreation and Golf
rtarullo@cityofgolden.net

or

Amber Thill, Parks and Recreation Analyst
athill@cityofgolden.net

Written requests for more information received prior to May 15, 2015 at 5pm (MST) will be responded to by the City, posted online at www.cityofgolden.net/work/bids-proposals. Do not contact the requesting department other than in writing via the email addresses provided above.
REQUEST FOR PROPOSALS
ULYSSES SKATE PARK

Must Submit Page Two/Signature Page with Proposal

Company Name ________________________________________________________________
Address ______________________________________________________________________
City/State/ZIP _________________________________________________________________
Phone _________________________________ Fax __________________________________
Printed Name __________________________________________________________________
Authorized Signature __________________________________________________________
Title__________________________________ Email __________________________________
I. INTRODUCTION

Golden is a town of approximately 19,000 people and was founded in 1859 during Colorado’s gold rush. It is situated between Lookout Mountain and North and South Table Mountain. Golden residents take pride in their community for embracing family values, an active outdoor culture, and a small-town feel.

The City of Golden Parks and Recreation Department seeks to remodel the existing skate park located at 1205 Ulysses Street in the Ulysses Sports Complex. Located on a mesa that overlooks much of Golden, the Ulysses Sports Complex offers softball and soccer fields, a small off leash dog park, restrooms and concessions facilities, a playground, batting cages and a small skate park. The Ulysses Skate Park was built in 1992 and includes a 4’ and 6’ Half Pipe, Fun Box, Quarter Pipe, Fly Box, Rail and Ramp.

The proposed skate park must meet the safety standards for current skate park design principles that include flow, traffic patterns, varying skill levels, and ability levels. The design should be predominately concrete with other material accepted on wear features and non-skate elements. The City is looking for proposals for design and build in response to this Request for Proposals (RFP) from a qualified skateboard park design firm or team for a non-supervised public concrete skate park to replace the existing park at 1205 Ulysses Street in Golden.

The skate park should be of appropriate size for the Golden community, draw and engage local users to a facility that will challenge both beginners and experienced users. The park should provide street and park elements, obstacles and terrain. The park should include an integrated mixture of elements including bowls and street course elements.

II. SCOPE OF SERVICES

The City reserves the right to negotiate any and all elements of the proposal. The City has budgeted 1 million dollars ($1,000,000) for Ulysses Skate Park to include the potential for 1 or 2 skate features incorporated into other neighborhood parks. Proposals should also encompass park and access improvements at the Ulysses location. Proposals could also include the removal of the adjacent batting cages and reuse of this space for the skate park. Lastly, the existing approximately 8,000 square foot concrete pad is in good condition and could be incorporated into a new skate park design.
There will not be a pre-proposal meeting, though firms are strongly encouraged to conduct a site visit prior to submitting a qualifications/proposal package.

The scope of work outlined below is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The following are work tasks assumed necessary to complete this project. Proposing teams may suggest a modified scope as part of their proposal.

A. Meet with City staff and selection committee of community members to review the scope of the project, establish design standards, become familiar with the existing site and review existing documentation which may be of benefit in the process.

B. Conduct a minimum of one information gathering public meeting with residents, stake park users, adjacent home and business owners to learn their ideas, concerns and suggestions with regards to design and at least one public meeting to present the proposed final design for consideration.

C. Develop a preliminary and final plan to include conceptual designs and cost estimates for rebuilding the skate park, improving access, providing 1 or 2 additional skate elements in other neighborhood parks, and potentially removal/reuse of the adjacent batting cages area and existing skate park concrete pad.

D. Preparation of construction documents and specifications for site layout, ADA access, grading, structural including any foundations and retaining walls, landscape, lighting, irrigation and drainage.

III. DESIGN CONSIDERATIONS

- The firm shall design a mixed-use public skate park that inherently provides a highly functional bowl and street skating environment.
- The firm should focus on designing a place to provide a unique sense of place with integration of skating features and sustainable development.
- Designs should integrate the park into the adjacent areas, allowing for improved access including ADA access from the adjacent parking lot.
- The park must be functional with a focus on the quality of the experience rather than the quantity of obstacles proposed to avoid crowding.
- The final design should provide a concrete skate park with sustainable street style obstacles and different areas to appeal to different types of users (BMX bikes, Scooters).
- Firms should consider use of existing concrete slab if possible.
The final skate park design to be recommended by the firm shall be based on input received during the community involvement and public outreach process and the Contractor’s professional experience.

IV. INSTRUCTION TO PROPOSERS

Proposals should be organized using the following format:

1. Signature Page included in this request for proposal
2. Company Profile
3. References and Experience - List up to five similar projects, designed by your firm, which have been completed within the past five years. Include: project name, owner, design and construction costs, design completion date, construction completion date, over/under budget %, and summary of work and staff member dedicated to the project.
4. Project Organization - list key personnel who will be assigned to the project and relative experience.
5. Narrative on the project approach. Describe the schedule of events necessary to complete this project. Identify specific assignments of key staff and the time required to complete each step.
6. Describe the public process, client communication and reporting
7. Identify services which are expected to be provided by the City of Golden
8. Identify any guarantee or warranty information
9. Include a statement that the organization maintains the insurance required in the RFP and has the ability to bond the project.

V. INSURANCE

The Contractor shall provide, at his own expense, Comprehensive Automobile, Builder’s Risk, Workers Compensation, and Comprehensive General Liability Insurance on behalf of the Contractor in the performance of this contract with not less than the following limits:

A. Comprehensive Automobile Liability $1,000,000
B. Builders Risk Assumes All Risk for full replacement costs
C. Worker’s Compensation $1,000,000

The Contractor shall require subcontractors in the same manner to provide Worker’s Compensation Insurance for all the latter’s employees in accordance with statutory limits.
D. Comprehensive General Liability with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 aggregate.

Prior to the start of work, a Certificate of Insurance shall be furnished to the City as evidence of the existence of such insurance.

VI.  **BONDS**

Contractor shall be required to furnish performance and payment bonds at least equal to the contract price.

VII. **SELECTION PROCESS**

The selection process shall involve:

1. Written submittals shall be reviewed, scored and short-listed by a selection committee comprised of city personnel and community members.
2. Short-listed firms shall be invited to participate in oral interviews with the selection committee. Key personnel from the firms who will be directly involved with the project should attend the interview. The selection committee will be interested in knowing the project approach and in meeting individuals who will act as the primary contacts with City staff.
3. The City will negotiate a contract with the highest ranked firm following interviews. Firms will be judged not only on their past experience but also on their ability to address issues critical to the success of the project scope outlined in this RFP document. **Firms are not to submit fee proposals with their initial submittal.**

Submittals will be evaluated in accordance with the following criteria:

1. Demonstrated previous design and construction experience to meet the intent of the stated request for proposal 20%
2. Key personnel that will be assigned to the project and their experience working together on similar projects 20%
3. Demonstrated ability to develop a unique facility that meets the community desires. Proposed public engagement process 20%
4. Firm’s understanding of the project, approach to successful completion, specialized skills and considerations. Overall proposed time frame for completion. 20%
5. Creative potential/conceptual design 10%
6. Guarantee or Warranty 5%
7. Ease and cost of maintenance 5%

In addition, selected references will be contacted. The City may conduct such other investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications, and financial ability of the design-build firm or team.

VIII. SCHEDULE

The following is a detailed anticipated schedule of events for this project:

1. Advertise RFP April 24, 2015
2. RFP Deadline Response May 22, 2015
5. Parks Board Discussion June 16, 2015
8. Public Input Meeting 1 July 7, 2015
9. Design Public Input Meeting 2 August 18-20, 2015
   (Board and Council Approval)
10. Construction Sept-December
11. Opening Celebration TBD

IX. SUBMITTAL REQUIREMENTS

Ten (10) hard copies and one (1) digital copy of each proposal shall be submitted in a sealed envelope marked Ulysses Skate Park to:

Rod Tarullo
Director of Parks, Recreation and Golf
Golden Community Center
1470 10th Street
Golden, CO 80401

Proposals will be received until 5:00pm (MST) on May 22, 2015. Late proposals will not be accepted.