

ATTACHMENT A

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sales@americanrampcompany.com



SCOPE LETTER & PRICING
DISCOVERY BIKE PARK AND PUMP TRACK DESIGN/CD'S
MERIDIAN, IDAHO
MARCH 3, 2022

AMERICAN RAMP COMPANY/ALPINE BIKE PARKS – DESIGN/CD'S PRICING:

Total Design/CD's Cost: \$65,000.00

AMERICAN RAMP COMPANY/ALPINE BIKE PARKS – SCOPE OF WORK INCLUSIONS:

Task 1.0 CONCEPTUAL DESIGN

- 1.1 Project Start-Up Meeting/Site Visit (In-Person Recommended)**
 - Meet with project team at project site to review scope of work, schedule, etc. and site opportunities/constraints.
 - Identify project representatives and communications protocol.
- 1.2 Community Input Meeting/Website (In-Person Recommended)**
 - Meet with community members/park users for a public community engagement session.
 - Present sample designs/parks and gather feedback on park priorities, themes, etc.
 - Create custom webpage to serve as community hub throughout design process. Project webpage will be updated with surveys, design progress, etc.
- 1.3 Present Conceptual Design (Virtual Recommended)**
 - Create preliminary pump track and bike park area concept for site.
 - Verify designs are responsive to site conditions, budget, and community input.
 - Submit preliminary pump track and bike park area concepts for review and present to project team/city staff.
 - Upload designs to community webpage for surveys/final input.
- 1.4 Revise Conceptual Design**
 - Revise (one revision) conceptual design based on feedback from review.
- 1.5 Present Final Design (Virtual Recommended)**
 - Present approved design to project team and/or city staff.

Task I Deliverables:

- Conceptual design services package includes up to two (2) in-person trips.
- Large poster size prints of final design.
- 3D and 2D designs.
- Detailed cost estimate.

Task 2.0 CONSTRUCTION DRAWINGS

- 2.1 Existing Conditions/ Demo Plan**
 - Show relevant existing site amenities and identify items to be marked for removal or salvage.
 - Identify items/materials/vegetation to be removed or salvaged by keynote referenced on legend.
- 2.2 Site Plan/ Layout Plan**
 - Provide location of Park perimeter and elements using horizontal coordinate curve data and/or horizontal dimensioning.
- 2.3 Grading & Drainage Plan**
 - Show vertical spot elevations and cut fill calculations of Bike Park/Pumptrack surfaces and adjacent park elements.

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Init.

- Location and sizing of necessary drainage structures, sizing and location of pipe daylight, invert and finish grades of drains.

2.4 Materials Plan

- Identify material types, colors, slab thickness, metal size & types to be located within the park.
- Reference all relevant construction details, cross sections, and manufactures specifications.

2.5 Construction Details

- Provide sufficient construction detailing for the construction of the Park.
- Provide all proposed manufactures details/specifications.

2.6 Review Period

- Submit construction drawings, specifications, & cost estimate.
- Address & correct any redline drawing and specification comments from City review.

Task II Deliverables:

- One (1) set of stamped reproducible drawings.
- One (1) set of construction specifications.

AMERICAN RAMP COMPANY/ALPINE BIKE PARKS – SCOPE OF WORK EXCLUSIONS/TO BE PROVIDED BY CITY/OTHERS:

Overall Exclusion(s): SWPPP, landscape and irrigation documents, signage, sales taxes or any other taxes not requested to be included in pricing, and any work not specifically listed in the scope of work inclusions above or the scope of work images below.

City (or others) Provide(s): Landscape and irrigation documents, site surveys, and all other site information necessary to design bike amenities per scope of work inclusions, and any required work not specifically listed in the scope of work inclusions above.

POTENTIAL ADDITIVE ALTERNATES:

Add Alt. 1: SWPPP = \$1,500.00

Add Alt. 2: Landscape/Irrigation Documents = \$5,000.00

Additions and Deletions Report for

AIA® Document A141™ – 2014

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:36:33 ET on 07/15/2022.

PAGE 1

AGREEMENT made as of the day of in the year 2022

...

City of Meridian
Department of Parks and Recreation
33 E. Broadway Avenue
Meridian, Idaho 83642

...

American Ramp Company, Inc
601 McKinley
Joplin, MO 64801

...

Discovery Park Phase II
Bicycle Pump Track Design-Build

PAGE 2

C ——— SUSTAINABLE PROJECTS

...

See Design-Builder's proposal attached hereto as Attachment A and incorporated herein.

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(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.) Refer to RFP – as modified in writing by owner

...

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.) See RFP, as modified in writing by owner

...

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any: None

...

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows: None

...

(Provide total for Owner's budget, and if known, a line item breakdown of costs.) \$71,500.00 for design, \$700,000.00 for construction. Or as modified by the parties in writing.

...

Completed construction documents by 11/1/22

...

11/15/22

...

Notice to proceed 12/15/22

...

7/15/2023

...

Final completion 8/1/2023

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§ 1.1.8 The Owner requires the Design Builder to retain the following Architect, Consultants and Contractors at the Design Builder's cost:

(List name, legal status, address and other information.)

.1 Architect

.2 Consultants

.3 Contractors

Omitted.

...

Mike Barton

...

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows: Mike Barton

...
John Hunter
American Ramp Company, Inc
Idaho Public Works License #016352
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[] Litigation in a court of competent jurisdiction
PAGE 6

As set forth in Attachment A, including Additive Alternates 1 and 2, with 50% of Design Fee at 50% design, and with balance at 100% design.

...
none
...

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows: None – Reimbursables included in fee(s)

- ~~.1 Transportation and authorized out of town travel and subsistence;~~
- ~~.2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;~~
- ~~.3 Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4 Printing, reproductions, plots, standard form documents;~~
- ~~.5 Postage, handling and delivery;~~
- ~~.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;~~
- ~~.7 Renderings, physical models, mock ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8 All taxes levied on professional services and on reimbursable expenses; and~~
- ~~.9 Other Project related expenditures, if authorized in advance by the Owner.~~

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of n/a percent (n/a %) of the expenses incurred.

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§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. ~~Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder. (Insert rate of monthly or annual interest agreed upon.)~~

~~—%— complete and accurate invoice: , net 30 days.~~

Owner's funds have been budgeted and Owner makes every effort to make payments in a timely manner. Owner does not pay interest in the event of delayed payments.

~~§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.~~

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~~§ 3.1.8.1~~ The Design-Builder shall keep the Owner informed of the progress and quality of the Work. ~~On a monthly basis, or otherwise as agreed to by the Owner and Design Builder, the Design Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:~~

- ~~.1 — Work completed for the period;~~
- ~~.2 — Project schedule status;~~
- ~~.3 — Submittal schedule and status report, including a summary of outstanding Submittals;~~
- ~~.4 — Responses to requests for information to be provided by the Owner;~~
- ~~.5 — Approved Change Orders and Change Directives; Work on an as-needed basis..~~
- ~~.6 — Pending Change Order and Change Directive status reports;~~
- ~~.7 — Tests and inspection reports;~~
- ~~.8 — Status report of Work rejected by the Owner;~~
- ~~.9 — Status of Claims previously submitted in accordance with Article 14;~~
- ~~.10 — Cumulative total of the Cost of the Work to date including the Design Builder's compensation and Reimbursable Expenses, if any;~~
- ~~.11 — Current Project cash flow and forecast reports; and~~
- ~~.12 — Additional information as agreed to by the Owner and Design Builder.~~

~~§ 3.1.8.2~~ In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design Builder shall include the following additional information in its progress reports:

- ~~.1 — Design Builder's work force report;~~
- ~~.2 — Equipment utilization report; and~~
- ~~.3 — Cost summary, comparing actual costs to updated cost estimates.~~

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~~§ 3.1.12~~ **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. [warranty period is one year from Final Completion]

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- ~~.2~~ The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design Builder's Fee, and other items that comprise the Contract Sum; and Guaranteed Maximum Price.;

...

ARTICLE 5 WORK PRIOR TO AND FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

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~~§ 5.1.1~~ Upon the Prior to execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents. The Guaranteed Maximum Price shall be based on 100% complete Construction Documents.

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~~§ 5.6~~ Allowances

~~§ 5.6.1~~ The Design Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may

direct, but the Design Builder shall not be required to employ persons or entities to whom the Design Builder has reasonable objection.

~~§ 5.6.2 Unless otherwise provided in the Design Build Documents,~~

- ~~.1 — allowances shall cover the cost to the Design Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;~~
- ~~.2 — the Design Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and~~
- ~~.3 — whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design Builder's costs under Section 5.6.2.2.~~

~~§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.~~

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~~§ 5.13 Construction by Owner or by Separate Contractors~~

~~§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts~~

~~§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design Builder promptly after execution of any separate contract. If the Design Builder claims that delay or additional cost is involved because of such action by the Owner, the Design Builder shall make a Claim as provided in Article 14.~~

~~§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design Builder" in the Design Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.~~

~~§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design Builder, who shall cooperate with them. The Design Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design Builder, separate contractors and the Owner until subsequently revised.~~

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~~§ 14.4 Arbitration~~

~~§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 14.4.2~~ The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

~~§ 14.4.3~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

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~~.4~~ AIA Document A141™ 2014, Exhibit C, Sustainable Projects, if completed
~~.5~~ AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed,
or the following:

~~.6~~ Other:

...

Robert E. Simison, Mayor
(Printed name and title)

American Ramp Company
(Printed name and title) John Hunter, Vice President

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:36:33 ET on 07/15/2022 under Order No. 2114344407 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)