

EXHIBIT "A"
WORK ORDER FORM
PURSUANT TO AN AGREEMENT BETWEEN
THE CITY OF FORT COLLINS
AND
ECI Site Construction Management Inc.

Dated: 5/9/2017

Work Order Number: _____
Purchase Order Number: _____
Project Title: Whitewater Park CM GC Bridge Deposit
Commencement Date: 6/5/2018
Completion Date: 9/1/2017
Maximum Fee: (time & reimbursable direct costs): \$9,605.00
Project Description: Whitewater Park Bridge Deposit
Scope of Services: See attached proposal from ECI dated June 05, 2018 for the Poudre River Downtown Project. CM/GC Pre-Construction Services Fee, Dated 5/08/17. This work order is for the design fees for the pedestrian bridge and to lock in availability and cost.

Acceptance 
Matthew Day, Park Planning and Development

Service Provider agrees to perform the services identified above and on the attached forms in accordance with the terms and conditions contained herein and in the Services Agreement between the parties. In the event of a conflict between or ambiguity in the terms of the Services Agreement and this work order (including the attached forms) the Services Agreement shall control.

The attached forms consisting of four (4) pages are hereby accepted and incorporated herein by this reference, and Notice to Proceed is hereby given.

Service Provider

By: _____

Date: 6-5-18

CC: Purchasing

City of Fort Collins
By: _____

Date: _____

Director of Purchasing and Risk Management
if over \$60,000

PROPOSAL

CITY OF FORT COLLINS

% Park Planning

ATTN: Mr. Matt Day

Project Manager



POUDRE WHITEWATER PARK PEDESTRIAN BRIDGE DESIGN/ ENGINEERING PROPOSAL

DATE: June 5, 2018

ECI Site Construction Management, Inc.

Item	Description	UNIT	QTY	PRICE	TOTAL COST
COORDINATION/ SUPERVISION/ INSURANCE					
1	COORDINATION/ SUPERVISION/ PROJECT MGMT	HR	8	\$0.00	N/C
SUBTOTAL COORDINATION/ SUPERVISION					\$0.00
DESIGN FEE FOR 185' X 12' BOWSTRING PEDESTRIAN BRIDGE PER BIG R QUOTE DATED 6/4/18					
2	DESIGN FEE FOR NEW 185'X12' BOWSTRING PAINTED PEDESTRIAN BRIDGE (CONCRETE DECK) - DOES NOT INCLUDE THE BRIDGE, DECK, SETTING, ABUTMENTS	LS	1	\$8,500.00	\$8,500.00
3	OVERHEAD PER PROPOSAL	%	8.0	\$680.00	\$680.00
4	PROFIT PER PROPOSAL	%	5.0	\$425.00	\$425.00
SUBTOTAL					\$9,605.00
BRIDGE DESIGN PROPOSAL					\$9,605.00

Notes/ Exclusions/ Clarifications:

Please reference Big R quote dated 6/4/2018 Opportunity 2015-03066 - design lead time estimated between 4-5 weeks from issuance of purchase order.



19060 County Road 66
 Greeley, Colorado
 80631-9664
 Phone. 970-356-9600
 Toll Free. 800-234-0734
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BUDGET ESTIMATE

Quotation Date: 6/4/2018
 Bid Date: 6/4/2018
 Expiration Date: 7/4/2018
 Opportunity No.: 2015-03066

PROJECT: Poudre River White Water Ped Bridge - Fort Collins, CO

Travis Coulter
 ECI Site Construction Management
 2526 E. Hwy 402
 Loveland, CO 80539

Phone: (970) 669-6291
 Email: travis.coulter@ecisite.net

Item	Description	Qty	Total Price
1	Prefabricated steel truss pedestrian bridge with features as described below: Bridge Model: Bowstring Pedestrian Truss Bridge Length: 185.00 ft. (out to out dimension) Width: 12.00 ft. (clear between rails) Design Code: AASHTO LRFD Guide Specifications for Design of Pedestrian Bridges AASHTO LRFD Guide Specification Design Vehicle: H10 Live Load: 90 psf Number of Pieces: 4 (field bolting by others) Finish: <u>Painted (2 Coats) - SP6 CleanA500 Grade C & A992, Two-Coat Paint, SP-6 Commercial Blast</u> Bridge Decking: G-90 deck forms are shop-installed ready to receive a field-poured reinforced <u>concrete deck by others.</u> Railing Type: Other with Other maximum openings Railing Height: 4'-6" - Pedestrian/Bicycle Included Options: Bowstring, H-Section, Pratt Truss, Plumb End Vertical Bearings: Big R Bridge Designed Bearings are included. Preliminary Superstructure Weight: 120,000 lbs.	1 EA.	\$ 273,890.00
	Design Fee		\$ 8,500.00 ✖
	TOTAL		\$ 282,390.00

Special Considerations: - 3.5" o.c. cable rails are 5/16" 7x19 Galvanized wire.
 All wire, turnbuckles, and clips are imported steel as typical.

To ensure quality standards are followed, Big R Bridge holds the following certifications:

In the United States we are certified under the AISC Quality Certification Program for Simple and Major Steel Bridges with Fracture Critical and Sophisticated Paint endorsements. Shop drawings will be provided, signed and sealed by a Professional Engineer registered in the State of Colorado.

Dimension & Weight Disclaimer:

- All dimensions and weights listed in this proposal are approximate and are subject to change upon final design parameters and customer approval of engineered submittal drawings.
- Do not base the selection and/or mobilization of installation equipment from approximate dimensions and weights.
- Final dimensions and weights will be noted on customer approved submittal drawings.

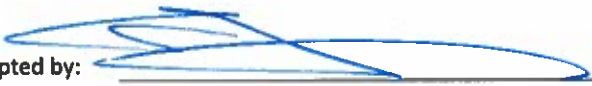


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The following items are not included with this proposal:

- third party inspections at any time during the project duration,
- design, excavation and construction of bridge abutments,
- anchor bolt design, supply and installation,
- unloading and assembly of bridge at the project site,
- supply and placement of reinforced concrete deck,
- site surveys, permitting or geotechnical evaluations,
- any federal, state, county or local sales tax
- approach rail, lighting, conduit, openings in truss members or railings for lighting apertures,
- expansion/sealed or compression joints,
- UT or RT testing,
- fracture critical consideration,
- bridge grade or skewed ends.

We hereby order the products and services covered in this Quotation subject to the General Terms and Conditions of Sale as well as Product Specific Terms and Conditions of Sale attached to and incorporated by reference to this Quotation.

<p>Accepted by: </p> <p>Title: <u>PRESIDENT</u></p> <p>Company: <u>ESS SITE CONSTR. MOUNTAIN, INC</u></p> <p>Date: <u>6-5-18</u></p>	<p>Quote by: _____</p> <p>Pete Niemann, Market Manager - Mountain Region Phone: 970-584-2382 Email: pniemann@bigrbridge.com</p>
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Opportunity No.: 2015-03066
Project: Poudre River White Water Ped Bridge - Fort Collins, CO



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GENERAL TERMS AND CONDITIONS OF SALE

1. **Acknowledgment:** Acceptance and signing of this Quotation constitutes full acceptance of all terms contained herein. Conflicting or additional terms in Customer's purchase order or contract shall not apply. Notwithstanding the foregoing, final acceptance of this signed Quotation by Big R Bridge is subject to credit approval of the Customer, which is at Big R Bridge's sole discretion. Vist-A-Wall Systems is a division of Big R Bridge and all references made herein to Big R Bridge shall be interpreted interchangeable with Vist-A-Wall Systems.
2. **Payment Terms:** At time of order, a progress payment as defined by the Product Specific Terms and Conditions of Sale will be required. If a progress payment, as defined, is not received prior to expiration of this Quote, then pricing is subject to change due to fluctuations in material, freight and other service costs. Additional progress payments may be required depending upon the complexity and schedule of the project. Credit terms will be determined on the remaining balance, after review of trade and bank reference made by our credit department. Payment terms of Net 30 days, contained in this proposal, may not be changed without written authorization from Big R Bridge. Acceptance of this Quotation constitutes acceptance of these credit terms. Customer and any guarantor(s) jointly and severally agree to (1) reimburse Big Bridge for all reasonable cost of collecting any outstanding payments, including attorney fees and (2) pay interest on such outstanding payments due past 30 days at the maximum legal interest rate allowed by law in the State of Colorado or the state in which the project is located, whichever is higher. In addition, no retention shall be withheld from payments. If unauthorized retention is withheld from the payment by the Customer, for whatever reason, the retention balance shall be subject to an additional Service Charge of 2% per month on any balance due past 30 days from invoice date. PAYMENTS TO BIG R BRIDGE SHALL NOT BE DEPENDENT UPON, OR OTHERWISE SUBJECT TO OR CONDITIONED UPON, THE RECEIPT BY CUSTOMER OF PAYMENT FROM THE OWNER OR ANY OTHER SOURCE.
3. **Delivery Point & Acceptance:** Prices include delivery to Fort Collins, Colorado, via standard highway tractor-trailer unless otherwise stated in this Quote and as close to the project location as trucks can reasonably access and be driven under their own power without specialized equipment (e.g. steerable dolly, transfer cranes, etc.), or, at Customer's option, to storage with the same access conditions. If the Customer changes the delivery schedule within 2 weeks of scheduled delivery there is a \$1,000 change fee plus any permit fees, pilot cars and any other expenses or losses incurred by the date change. It is the Customer's responsibility to unload and assemble. Unloading time exceeding 1½ hours per load will be billed at \$150.00 per hour. Any delays by customer exceeding 3 ½ hours could result in additional expenses to the freight carrier for additional loss of revenue. Customer shall be responsible to provide suitable facilities for storage and unloading. Customer shall verify the condition and quantity of product and materials with the trucker Bill of Lading within 24 hours of delivery and shall notify Big R Bridge in writing of any discrepancies within the same time period. If notice is not received within 24 hours, then Customer waives its right to claim and it will be at Big R Bridge's sole discretion to decide if a remedy is appropriate. Big R Bridge will not be responsible for any loss or damage to products and materials covered by this Quotation after delivery. Installation by customer constitutes acceptance of product and/or materials supplied.
4. **Submittal and Delivery Dates:** After an order has been placed, Big R Bridge and the Customer will agree upon a delivery date(s) ("Delivery Date(s)") which will be confirmed by Big R Bridge. As the project proceeds, periodic adjustment to a single (or multiple) Delivery Date(s) may occur upon agreement between both parties. Unless otherwise agreed upon in writing, the Customer is allowed 14 calendar days from transmittal of submittals to provide Big R Bridge with approval to fabricate. Delays in approval of submittal drawings beyond the specified approval time shall extend delivery dates. The extension of the delivery date will be renegotiated between Big R Bridge and the Customer based on when actual approval is obtained and the then current production schedule of Big R Bridge. If after 30 calendar days, submittal approval has not been received, Customer will be invoiced for all engineering fees incurred to date and the delivery schedule will be revised to reflect current Big R Bridge backlog/production demands and price renegotiation of this Quote may occur. If after 60 calendar days, submittal approval has not been received, then the project will be placed ON HOLD, with no further action being taking by Big R Bridge. Customer will be invoiced for all costs incurred to date and a revised Delivery Date(s) will be determined only once approval is received, current Big R Bridge production capacity is reviewed, and all outstanding invoices have been paid in full. If for any reason, the Customer delays delivery beyond the Delivery Date(s) (or any agreed revisions thereto), the Customer will be immediately invoiced for 100% of the purchased price and payment is due Net 30 days from date of invoice. If delivery is not taken by the Delivery Date(s) (or any revisions thereto), a storage fee of \$500.00 per month per structure or span (not delivered) will also be assessed beginning the 1st of the month immediately following the Delivery Date(s). All storage fees must be paid prior to shipment of product. Also, Big R Bridge reserves the right to re-quote freight for new delivery date(s) and any increase in freight cost above that corresponding to the original Delivery Date(s) will be added to the purchase price.
5. **Cancellation:** If Customer cancels project any time after acceptance of this Quotation, cancellation fees will be assessed, including all costs incurred to date at the time of cancellation. In order to meet the delivery times listed in Item 4, materials for this project are ordered at the time shop drawings are first submitted. If the Customer cancels the project after the shop drawings are submitted, Big R Bridge reserves the right, at its sole discretion, to apply charges covering materials ordered for the project.

Big R Bridge reserves the right to change or cancel this quotation, prior to the execution of a contract and upon the discovery of errors and or incomplete/misleading information in project plans, specifications or other documents made available by the Customer, Owner or any Agent that would materially alter the scope of the materials and or services covered by this Quotation. In addition, Big R Bridge reserves the right to change or cancel this Quotation at its sole discretion, prior to the execution of a written contract, if issues are discovered relating to pricing, quantities or scope affecting the products and services contained herein.
6. **Transfer of Title:** Transfer of title to the Customer for goods delivered pursuant to this Quotation shall occur at the time of delivery in instances when Big R Bridge is responsible for transportation. For Customer arranged transportation, transfer of title will occur at the time of pick-up from Big R Bridge facilities or designated suppliers. Notwithstanding the foregoing, Big R Bridge shall have the right to repossess the goods, in whole or in part, upon customer's failure to make any payment when due.
7. **Performance of Warranty Work:** Big R Bridge reserves the right, at its sole discretion, to perform warranty work on its products as



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covered in the Product Specific Terms and Conditions of Sale. This right will extend to providing its own labor and materials (or subcontractor services) irrespective of any local organized labor or union rules. To the extent that a Customer is utilizing union or organized labor, this shall not affect Big R Bridge's ability to self-perform its Warranty obligations.

8. **Assembly & Installation:** Assembly shall be completed per Big R Bridge engineered drawings and installation instructions as provided. If any questions arise during Installation or assembly of Big R Bridge products, it is the Customer's responsibility to contact Big R Bridge for assistance. Big R Bridge will not be liable for costs or damages incurred by Customer due to a lack of instruction, failure to follow installation/assembly procedures or for failure by the Customer to contact Big R when questions or issues arise. To the fullest extent permitted by law, the Customer shall indemnify, defend, and hold harmless Big R Bridge and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Customer's responsibilities under this paragraph.
9. **Technical Assistance:** Any technical assistance provided by Big R Bridge at the request of Customer is of a consulting nature and shall not at any time relieve Customer of its sole responsibility to assemble or construct the Structure, including the installation of the Materials provided, in accordance with the Project Specifications and all applicable local, state or federal statutes and regulations, including, without limitation, the responsibility to use backfill material and compaction procedures conforming to the Project Specifications. Such technical assistance also shall not shift the responsibility for Project design, or any part thereof, to Big R Bridge. The provision of technical assistance is for the benefit of the Customer only and shall not be for the benefit of any other party, including the Project Owner.
10. **Delays:** If the Customer contends that Big R Bridge is delaying the Project, or any portion thereof, Customer shall notify Big R Bridge in writing within 48 hours of the start of the delay, and allow seven (7) business days for correction of such delay. Such notice is a condition precedent to the Customer's right to claim against Big R Bridge for such delay. If notice is not provided in accordance with the terms of this paragraph, Customer waives its right to any claim for delay.
11. **Excusable Delays and Consequential Damages:** Big R Bridge shall not be liable any damages as a result of delays in design, delivery, construction, or completion of the Project due to causes beyond its reasonable control, including but not limited to, delays in the approval of drawings, or acts or failure to act by the Customer, the Architect/Engineer, the Owner and/or any other contractor. Excusable delays also shall include, without limitation, strikes, fires, floods, acts of God, acts of government, failure of supplier's truckers, or civil strife. In the event of such delays, the delivery schedule shall be adjusted. Such delays shall not relieve Customer of its obligation to accept and pay for the products and materials under this Quotation and in accordance with the Payment Terms. Big R Bridge will not be liable for incidental, consequential or liquidated damages.
12. **Patents, Trademarks, and Proprietary Rights:** Big R Bridge has actual or pending patents, trademarks, and proprietary rights in certain of the Materials, processes, and configurations supplied to Customer. The drawings and other information supplied to Customer remain the property of Big R Bridge and may not be disclosed or provided to any other person or used for any other purpose without Big R Bridge written consent.
13. **Fuel Surcharges:** Applicable fuel surcharges will be calculated and added to invoice amount at time of shipment.

14. **Sales Tax:** Prices do not include sales tax (if applicable).
15. **Applicable Law and Venue:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Colorado without giving effect to its conflicts of law provisions. Venue shall be proper in, and Customer and Big R Bridge irrevocably submit to the jurisdiction of the state and federal courts located in the State of Colorado.

PRODUCT SPECIFIC TERMS AND CONDITIONS OF SALE

PREFABRICATED STEEL BRIDGES

1. **Progress Payment:** At time of order, a progress payment of 30% will be required, with payment receipt prior to issuance of engineering submittals.
2. **Warranty:** Big R Bridge warrants its prefabricated steel bridges to be free of design, material, and workmanship defects for a period of ten (10) years from the earlier of the date of delivery or from 60 days after final fabrication. Naturally durable hardwood decking, and hardwood attachments shall carry a one (1) year warranty against rot, termite damage, or fungal decay from the earlier of the date of delivery or from 60 days after installation on the structure. Other types of wood are excluded under this warranty. This warranty shall not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper maintenance, alteration, or any other cause not the result of defective materials or workmanship. This warranty shall be void unless Owner's records can be supplied which indicated compliance with the minimum guidelines specified in the inspection and maintenance procedures (available upon request). Paint, galvanizing and other special coatings shall be warranted by the coating manufacturer and is not covered by Big R Bridge. Repair or replacement shall be the exclusive remedy for defects under this warranty. Big R Bridge shall not be liable for any consequential or incidental damages for breach of any express or implied warranty on their structures.