

CHANGE ORDER

Number 1

Date: May 23, 2023
 To: FCI Constructors Inc.
 From: City of Grand Junction, Department of Engineering & Transportation
 Project: **Construction of Alley Improvement District ST-23**
 P.O.: **2023-00000288**

It is agreed to modify the Contract for the Project as follows:

This change order provides a credit of \$22,911.90 for the remaining work to be completed in 2024 by the School District and a deductive adjustment of \$101,147.55 based on the actual costs incurred below the Guaranteed Maximum Price (GMP) to close out the project.

Summary of Contract price adjustments - itemized on the attached sheet(s):

Original Contract Amount	\$532,305.00
Approved Change Orders	0.00
This Change Order	<u>(124,059.45)</u>
Revised Contract Amount	\$408,245.55

Summary of Contract time adjustments:

Original Contract Time	90.	Cal. Days
Approved Change Orders	0.	
This Change Order	<u>0.</u>	
Revised Contract Time	90.	Cal. Days

Construction Start Date: May 23, 2023
 Contract Completion Date: August 21, 2023

This modification constitutes compensation in full for all costs and mark-ups directly and/or indirectly attributable to the changes ordered herein, for all delays, impacts and disruptions related thereto and for performance of the changes within the Contract Time.

Owner: **City of Grand Junction**

Prepared by: DocuSigned by:
Kenneth Haley, Engineering Manager, City of Grand Junction Date: 10/12/2023
 Kenneth Haley, Engineering Manager

Approved by: DocuSigned by:
Trent Prall Date: 10/18/2023
 Trent Prall, Public Works Director

Contractor: **FCI Constructors Inc.**

Signature: DocuSigned by:
Marc Litzen, Senior Project Manager, FCI Constructors, Inc Date: 10/12/2023
 Name and Title: Marc Litzen, Senior Project Manager

**PCCO #001**

FCI Constructors, Inc.
3070 I-70 B, Bldg. A
Grand Junction, Colorado 81504
Phone: (970) 434-9093
Fax: (970) 434-7583

Project: 10-23-022 - GRAND JUNCTION ALLEY IMPROVEMENT
1400 N. 5TH ST.
GRAND JUNCTION, Colorado 81501

Prime Contract Change Order #001: Contract to Actual

TO:	CITY OF GRAND JUNCTION 250 N 5TH ST GRAND JUNCTION, Colorado 81501	FROM:	FCI CONSTRUCTORS, INC. 3070 I-70 B, Bldg. A Grand Junction, Colorado 81504
DATE CREATED:	9/28/2023	CREATED BY:	Koni Atencio (FCI CONSTRUCTORS, INC.)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
DESIGNATED REVIEWER:	Koni Atencio (FCI CONSTRUCTORS, INC.)	REVIEWED BY:	
DUE DATE:	10/13/2023	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	0 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	1023022:GRAND JUNCTION ALLEY IMPROVEME	TOTAL AMOUNT:	(\$124,059.45)

DESCRIPTION:**ATTACHMENTS:****POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
001	CE #002 - Credit for Remaining Work to be Completed in 2024	0 days	(\$22,911.90)
002	CE #004 - Contract to Actual Cost	0 days	(\$101,147.55)
Total:			(\$124,059.45)

CHANGE ORDER LINE ITEMS:**PCO # 001: CE #002 - Credit for Remaining Work to be Completed in 2024**

#	Budget Code	Description	Amount
1	01.32-1601.S Site Concrete - M&M	Credit for remaining work to be completed at a later date when school is no longer in session.	\$(15,286.40)
2	01.31-2001.S Earthwork - SKYLINE	Credit for remaining work to be completed at a later date when school is no longer in session.	\$(5,425.50)
3	01.31-0020.M Site Layout	Credit for remaining work to be completed at a later date when school is no longer in session.	\$(700.00)
4	01.99-1001.M Fee	Fee reduction	\$(1,500.00)
Grand Total:			\$(22,911.90)

PCO # 002: CE #004 - Contract to Actual Cost

#	Budget Code	Description	Amount
1	01.95-5001.M Contract to Actual Cost.Material	Contract to Actual	\$(101,147.55)
Grand Total:			\$(101,147.55)



PCCO #001

The original (Contract Sum)	\$532,305.00
Net change by previously authorized Change Orders	\$0.00
The contract sum prior to this Change Order was	\$532,305.00
The contract sum would be changed by this Change Order in the amount of	(\$124,059.45)
The new contract sum including this Change Order will be	\$408,245.55
The contract time will not be changed by this Change Order.	

Mark Austin (AUSTIN CIVIL GROUP INC)
 123 N 7TH ST STE 300
 GRAND JUNCTION, Colorado 81501

CITY OF GRAND JUNCTION
 250 N 5TH ST
 GRAND JUNCTION, Colorado 81501

FCI CONSTRUCTORS, INC.
 3070 I-70 B, Bldg. A
 Grand Junction, Colorado 81504

10/2/2023

SIGNATURE **DATE**

SIGNATURE **DATE**

SIGNATURE **DATE**

**PCO #001**

FCI Constructors, Inc.
3070 I-70 B, Bldg. A
Grand Junction, Colorado 81504
Phone: (970) 434-9093
Fax: (970) 434-7583

Project: 10-23-022 - GRAND JUNCTION ALLEY IMPROVEMENT
1400 N. 5TH ST.
GRAND JUNCTION, Colorado 81501

Prime Contract Potential Change Order #001: CE #002 - Credit for Remaining Work to be Completed in 2024

TO:	CITY OF GRAND JUNCTION 250 N 5TH ST GRAND JUNCTION, Colorado 81501	FROM:	FCI CONSTRUCTORS, INC. 3070 I-70 B, Bldg. A Grand Junction, Colorado 81504
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1023022 - GRAND JUNCTION ALLEY IMPROVEME
REQUEST RECEIVED FROM:		CREATED BY:	Koni Atencio (FCI CONSTRUCTORS, INC.)
STATUS:	Pending - Proceeding	CREATED DATE:	8/16/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#001 - Contract to Actual
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$22,911.90)

POTENTIAL CHANGE ORDER TITLE: CE #002 - Credit for Remaining Work to be Completed in 2024

CHANGE REASON: Owner Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #002 - Credit for Remaining Work to be Finished in 2024

This is a credit to the City of Grand Junction for work that cannot be completed on the alley behind GJHS until the Summer of 2024 when school is no longer in session. Please see attached back-up.

ATTACHMENTS:

[Cr_Memo_3792_from_MM_Concrete_Construction_Inc_5508.pdf](#) , [noreply@skyconinc.com_20230816_103019.pdf](#)

#	Budget Code	Description	Amount
1	01.32-1601.S Site Concrete - M&M	Credit for remaining work to be completed at a later date when school is no longer in session.	\$(15,286.40)
2	01.31-2001.S Earthwork - SKYLINE	Credit for remaining work to be completed at a later date when school is no longer in session.	\$(5,425.50)
3	01.31-0020.M Site Layout	Credit for remaining work to be completed at a later date when school is no longer in session.	\$(700.00)
4	01.99-1001.M Fee	Fee reduction	\$(1,500.00)
Grand Total:			\$(22,911.90)

Mark Austin (AUSTIN CIVIL GROUP INC)
123 N 7TH ST STE 300
GRAND JUNCTION, Colorado 81501

CITY OF GRAND JUNCTION
250 N 5TH ST
GRAND JUNCTION, Colorado 81501

FCI CONSTRUCTORS, INC.
3070 I-70 B, Bldg. A
Grand Junction, Colorado 81504

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



To: FCI Constructors, Inc.	Contact: Marc Litzen
Address: P.O. Box 1767 Grand Junction, CO 81502	Phone: (970) 434-9093 Fax: (970) 434-7583
Project Name: GJ Alley Improv - COR#1 Deduct South End Alley	Bid Number: Change Order Request #1
Project Location: Alley Between Orchard Ave & Tiger Way, Grand Junction, CO	Bid Date: 8/16/2023

Skyline Contracting, Inc. is requesting a change to the original contract amount to Deduct 142' of Alley Grading that cannot be completed until School Building Demolition at the Grand Junction Alley Improvement Project.

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Deduct Site Grading - Cut And Export 100 CY	-100.00	CY	\$22.20	(\$2,220.00)
2	Deduct Concrete Alley Subgrade Preparation	-260.00	SY	\$2.70	(\$702.00)
3	Deduct Concrete Alley Class 6 Base Course - 6" Thick	-90.00	TON	\$23.50	(\$2,115.00)
4	Deduct Class 6 Base Alley Shoulder - 6" Thick	-15.00	TON	\$25.90	(\$388.50)

Total Bid Price: (\$5,425.50)

Notes:

- Deduct is for South End of Alley Work that cannot be completed until School Demolition and Utility Disconnects in Summer 2024.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Skyline Contracting, Inc.</p> <p style="text-align: center;"></p> <p>Authorized Signature: _____</p> <p>Estimator: John Chutka jchutka@skyconinc.com</p>
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M&M Concrete Construction, Inc.

384 27 1/2 Rd
 Grand Junction, CO 81501

Credit Memo

Date	Credit No.
8/15/2023	3792

Customer
FCI Constructors, Inc. P.O. Box 1767 Grand Junction, CO 81502

P.O. No.	Project
	GJHS Alley Improve...

Description	Qty	Rate	Amount
Alley 137 linear ft x 16' x 8" thick = 2192 sq ft	-2,192	6.70	-14,686.40
Saw cut slab	-1	600.00	-600.00

Total		-15,286.40
Invoices		\$0.00
Balance Credit		-15,286.40

**PCO #002**

FCI Constructors, Inc.
 3070 I-70 B, Bldg. A
 Grand Junction, Colorado 81504
 Phone: (970) 434-9093
 Fax: (970) 434-7583

Project: 10-23-022 - GRAND JUNCTION ALLEY IMPROVEMENT
 1400 N. 5TH ST.
 GRAND JUNCTION, Colorado 81501

Prime Contract Potential Change Order #002: CE #004 - Contract to Actual Cost

TO:	CITY OF GRAND JUNCTION 250 N 5TH ST GRAND JUNCTION, Colorado 81501	FROM:	FCI CONSTRUCTORS, INC. 3070 I-70 B, Bldg. A Grand Junction, Colorado 81504
PCO NUMBER/REVISION:	002 / 0	CONTRACT:	1023022 - GRAND JUNCTION ALLEY IMPROVEME
REQUEST RECEIVED FROM:		CREATED BY:	Koni Atencio (FCI CONSTRUCTORS, INC.)
STATUS:	Pending - Proceeding	CREATED DATE:	10/2/2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#001 - Contract to Actual
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	0 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	(\$101,147.55)

POTENTIAL CHANGE ORDER TITLE: CE #004 - Contract to Actual Cost

CHANGE REASON: Owner Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #004 - Contract to Actual Cost

This change order reconciles the contract to the actual dollars spent.

ATTACHMENTS:

#	Budget Code	Description	Amount
1	01.95-5001.M Contract to Actual Cost.Material	Contract to Actual	\$(101,147.55)
Grand Total:			\$(101,147.55)

Mark Austin (AUSTIN CIVIL GROUP INC)
 123 N 7TH ST STE 300
 GRAND JUNCTION, Colorado 81501

CITY OF GRAND JUNCTION
 250 N 5TH ST
 GRAND JUNCTION, Colorado 81501

FCI CONSTRUCTORS, INC.
 3070 I-70 B, Bldg. A
 Grand Junction, Colorado 81504

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



NOTICE TO PROCEED

Date: May 26, 2023
Contractor: FCI Constructors, Inc.
Project: CM/GC for Construction of Alley Improvement District ST-23
SS-5261-23-DH

In accordance with the contract dated May 23, 2023 the Contractor is hereby notified to begin work on the Project on or before June 1, 2023.

The date of final completion as determined is August 31, 2023.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
Duane Hoff Jr.
9F789E7D50F12BC
Duane Hoff Jr., Contract Administrator

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: FCI Constructors, Inc

By: Shane Haas - President - FCI Constructors, Inc.
332F3631DD164EB...

Print Name: Shane Haas - President - FCI Constructors, Inc.

Title: President

Date: 5/26/2023



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 23rd day of May, 2023 by and between the **City of Grand Junction, Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **FCI Constructors, Inc.** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor shall furnishing all labor, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **CM/GC for Construction of Alley Improvement District ST-23 SS-5261-23-DH.**

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

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

ARTICLE 1

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

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Terms and Conditions, Insurance Requirements,
- c. Contractors submitted Scope of Work and pricing proposal;
- d. Work Change Requests (directing that changed Work be performed);
- e. Change Orders.

ARTICLE 2

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Contract Document.

ARTICLE 3

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract upon execution of this contract, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Contractor's Proposal.

ARTICLE 4

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Five Hundred Thirty-Two Thousand Three Hundred Five and 00/100 Dollars (\$532,305.00)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Contractor's Proposal. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional Work to be performed, which Work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional Work have been made.

Unless otherwise provided in the Contract, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Contract.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 5

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 6

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:
By: Duane Hoff Jr.
9F789E7D50F14BC...
Duane Hoff Jr., Contract Administrator

5/24/2023
Date

FCI Constructors, Inc.

DocuSigned by:
By: Shane Haas - President, FCI Constructors, Inc.
352F3051DB104ED...
Shane Haas - President, FCI Constructors, Inc.

5/23/2023
Date

1. General Contract Conditions for Construction Projects

1.1 The Contract: This Contract, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable agreement equally binding between the Owner and Contractor. The Contract represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral including the Contract Documents. The Contract may be amended or modified with Change Orders, Field Orders, or Amendments.

1.2 The Work: The term Work includes all labor and materials necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.3 Execution, Correlation, Intent, and Interpretations: The Contract Documents shall be signed by the Owner and Contractor. By executing the Contract, the Contractor represents that it has familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. It is not to be used on any other project.

1.4 The Owner: The Owner is the City of Grand Junction, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or its authorized representative. The Owner shall, at all times, have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize itself generally with the progress and quality of Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the Contract. The Owner will have authority to reject Work which does not conform to the Contract Documents. Whenever, in its reasonable opinion, it considers it necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, it will have authority to require the Contractor to stop the Work or any portion, or to require special inspection or testing of the Work, whether or not such Work can be then be fabricated, installed, or completed. The Owner will not be responsible for the acts or omissions of the Contractor, and Sub-Contractor, or any of its agents or employees, or any other persons performing any of the Work.

1.5 Contractor: The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Contractor means the Contractor or its authorized representative. The Contractor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Work, Addenda and Modifications and shall at once report to the Owner any error, inconsistency, or omission it may discover. Contractor shall not be liable to the Owner for

any damage resulting from such errors, inconsistencies, or omissions. The Contractor shall not commence Work without clarifying Drawings, Specifications, or Interpretations.

1.6 Sub-Contractors: A Sub-Contractor is a person or organization who has a direct Contract with the Contractor to perform any of the Work at the site. The term Sub-Contractor is referred to throughout the Contract Documents and means a Sub-Contractor or its authorized representative.

1.7 Award of Sub-Contractors & Other Contracts for Portions of the Work: Contractor shall submit in writing for acceptance, a list of the names of the sub-contractors or other persons or organizations proposed for such portions of the Work as may be designated in the proposal requirements, or, if none is so designated, the names of the sub-contractors proposed for the principal portions of the Work. Prior to the award of the Contract, the Owner shall notify the successful Contractor in writing if, after due investigation, has reasonable objection to any person or organization on such list. If, prior to the award of the Contract, the Owner has a reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the successful Contractor may, prior to the award, withdraw its proposal without forfeiture of proposal security. If the successful Contractor submits an acceptable substitute with an increase in the proposed price to cover the difference in cost occasioned by the substitution, the Owner may, at its discretion, accept the increased proposal or may disqualify the Contractor. If, after the award, the Owner refuses to accept any person or organization on such list, the Contractor shall submit an acceptable substitute and the Contract sum shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued. However, no increase in the Contract sum shall be allowed for any such substitution unless the Contractor has acted promptly and responsively in submitting a name with respect thereto prior to the award.

1.8 Quantities of Work and Unit Price: Materials or quantities stated as unit price items are supplied only to give an indication of the general scope of the Work, and are as such, estimates only. The Owner does not expressly or by implication agree that the actual amount of Work or material will correspond therewith and reserves the right after award to increase or decrease the quantity of any unit item of the Work without a change in the unit price. The City also reserves the right to make changes in the Work (including the right to delete any item in its entirety or add additional items.

1.9 Supervision and Construction Procedures: The Contractor shall supervise and direct the Work, using its best skill and attention. It shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.

1.10 Warranty: The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making

good all Work of others destroyed or damaged by the correction, removal, or replacement of its defective Work.

1.11 Permits, Fees, & Notices: The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority, including the City, bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance in any respect, it shall promptly notify the Purchasing Agent in writing, and any necessary changes shall be adjusted. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Owner, it shall assume full responsibility and shall bear all costs attributable to the non-conforming Work.

1.12 Responsibility for Those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all its employees and all sub-contractors, its agents and employees, and all other persons performing any of the Work under a Contract with the Contractor.

1.13 Use of the Site: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

1.14 Cleanup: The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of Work, it shall remove all its waste materials and rubbish from and about the project, as well as all its tools, construction equipment, machinery, and surplus materials.

1.15 Insurance Requirements: The selected Contractor agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Contractor shall procure and maintain and, if applicable, shall cause any Sub-contractor of the Contractor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: Contractor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum limits of:
ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests' provision.

(c) Comprehensive Automobile Liability insurance with minimum limits for bodily injury and property damage of not less than:
ONE MILLION DOLLARS (\$1,000,000) each occurrence and

Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include Grand Junction, its Elected and Appointed Officials, Employees and Volunteers as Additional Insured. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

1.16 Indemnification: The Contractor shall defend, indemnify and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any Contractor's agent, employee, Sub-Contractor or supplier in the execution of, or performance under, any Contract which may result from proposal award. Contractor shall pay any judgment with cost which may be obtained by and/or against the Owner growing out of or under the performance.

1.17 Miscellaneous Conditions: Material Availability: Contractors must accept responsibility for verification of material availability, production schedules, and other pertinent data. It is the responsibility of the Offeror to notify the Owner immediately if materials specified are discontinued, replaced, or not available for an extended period of time.

1.18 Time: Time is of the essence with respect to the time of completion of the Project and any other milestones or deadline which are part of the Contract. It will be necessary for each Offeror to satisfy the City of its ability to complete the Work within the Contract time set forth in the Contract Documents. The Contract time is the period of time allotted in the Contract Documents for completion of the Work. The date of commencement of the Work is the date established in a Notice to Proceed. If there is no Notice to Proceed, it shall be the date of the Contract, or such other date as may be established therein. The Date of Final Completion of the Work is the date certified by the Owner when all construction, and all other Work associated to include, but not be limited to: testing, QA/QC, receipt of required reports and/or forms, grant requirements (if applicable), punch list items, clean-up, receipt of drawings and/or as-builts, etc., is fully complete, and in accordance with the Contract Documents.

1.19 Progress & Completion: The Contractor shall begin the Work on the Commencement Date as noted on the Notice to Proceed and perform the Work

expeditiously with adequate forces to complete the Work within the Contract time/by the Completion date.

1.20 Payment & Completion: The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when it finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents.

1.21 Performance & Payment Bonds: Contractor shall furnish a Performance and a Payment Bond, each in an amount at least equal to that specified for the Contract amount as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. The bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds as required by the Special Conditions. All bonds shall be in the forms prescribed by the Contract Documents and be executed by such sureties as (1) are licensed to conduct business in the State of Colorado and (2) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the Authority Act. If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its rights to do business in Colorado are terminated, or it ceases to meet the requirements of clauses (1) and (2) of this section, Contractor shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to the City.

1.22 Retention: The Owner will deduct money from the partial payments in amounts considered necessary to protect the interest of the Owner and will retain this money until after completion of the entire Contract. The amount to be retained from partial payments will be five (5) percent of the value of the completed Work, and not greater than five (5) percent of the amount of the Contract. When the retainage has reached five (5) percent of the amount of the Contract no further retainage will be made and this amount will be retained until such time as final payment is made.

1.23 Liquidated Damages for Failure to Meet Project Completion Schedule: If the Contractor does not achieve Final Completion by the required date, whether by neglect, refusal or any other reason, the parties agree and stipulate that the Contractor shall pay liquidated damages to the City for each such day that final completion is late. As provided elsewhere, this provision does not apply for delays caused by the City. The date for Final Completion may be extended in writing by the Owner. The Contractor agrees that as a part of the consideration for the City's awarding of this Contract liquidated damages in the daily amount of **\$500.00** is reasonable and necessary to pay for the actual damages resulting from such delay. The parties agree that the real costs and injury to the City for such delay include hard to quantify items such as: additional engineering, inspection and oversight by the City and its agents; additional Contract administration; inability to apply the efforts of those employees to the other Work of the City; perceived inefficiency of the City; citizens having to deal with the construction and the Work, rather than having the benefit of a completed Work, on time; inconvenience to the public; loss of reputation and community

standing for the City during times when such things are very important and very difficult to maintain.

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

If the Contractor shall fail to pay said liquidated damages promptly upon demand thereof after having failed to achieve Final Completion on time, the City shall first look to any retainage or other funds from which to pay said liquidated damages; if retainage or other liquid funds are not available to pay said liquidated damages amounts, the Surety on the Contractor's Performance Bond and Payment Bond shall pay such liquidated damages. In addition, the City may withhold all, or any part of, such liquidated damages from any payment otherwise due the Contractor.

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

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

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

1.25 Protection of Persons & Property: The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction for the safety of persons or property or to protect it from damage, injury, or loss. Contractor shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, it shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

1.26 Changes in the Work: The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Contractor signed by the Owner issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.

1.27 Claims for Additional Cost or Time: If the Contractor wishes to make a claim for an increase in the Contract sum or an extension in the Contract time, it shall give the Owner written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall precede in accordance with the regulations on safety. No such claim shall be valid unless so made. Any change in the Contract sum or Contract time resulting from such claim shall be authorized by Change Order.

1.28 Minor Changes in the Work: The Owner shall have authority to order minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract time and not inconsistent with the intent of the Contract Documents.

1.29 Field Orders: The Owner may issue written Field Orders which interpret the Contract Documents in accordance with the specifications, or which order minor changes in the Work in accordance with the agreement, without change in the Contract sum or time. The Contractor shall carry out such Field Orders promptly.

1.30 Uncovering & Correction of Work: The Contractor shall promptly correct all Work rejected by the Owner as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated installed or competed. The Contractor shall bear all costs of correcting such rejected Work, including the cost of the Owner's additional services thereby made necessary. If within one (1) year after the date of completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of condition. All such defective or non-conforming Work under the above paragraphs shall be removed from the site where necessary and the Work shall be corrected to comply with the Contract Documents without cost to the Owner. The Contractor shall bear the cost of making good all Work of separate Contractors destroyed or damaged by such removal or

correction. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the payment or Contract sum, or, if the amount is determined after final payment, it shall be paid by the Contractor.

1.31 Amendment: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the Owner.

1.32 Assignment: The Contractor shall not sell, assign, transfer, or convey any Contract resulting from this IFB, in whole or in part, without the prior written approval from the Owner.

1.33 Compliance with Laws: Offers must comply with all Federal, State, County, and local laws governing the Work and the fulfillment of the Work for and on behalf of the public. Contractor hereby warrants that it is qualified to assume the responsibilities and render the Work described herein and has all requisite corporate authority and professional licenses in good standing required by law.

1.34 Confidentiality: All information disclosed by the Owner to the Contractor for the purpose of the Work to be done or information that comes to the attention of the Contractor during the course of performing such Work is to be kept strictly confidential.

1.35 Conflict of Interest: No public official and/or City employee shall have interest in any Contract.

1.36 Contract Termination: This Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) completion of Work; (3) final acceptance of Work or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.

1.37 Employment Discrimination: During the performance of any services per agreement with the Owner, the Contractor, agrees to the following conditions:

1.37.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

1.37.2 The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer.

1.37.3 Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

1.38 Affirmative Action: In executing a Contract with the City, the Contractor agrees to comply with Affirmative Action and Equal Employment Opportunity regulations presented in the General Contract Conditions Section 9 "Affirmative Action/EEO.

1.39 Immigration Reform and Control Act of 1986 and Immigration Compliance: The Contractor certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.

1.40 Ethics: The Contractor shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.

1.41 Failure to Deliver: In the event of failure of the Contractor to perform in accordance with the Contract Documents, the Owner, after due oral or written notice, may procure the Work from other sources and hold the Contractor responsible for any costs resulting in additional Work, materials and/or administration services necessary to perform the Work. This remedy shall be in addition to any other remedies that the Owner may have.

1.42 Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time in accordance with the terms thereof.

1.43 Force Majeure: The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified in the Contract.

1.44 Independent Contractor: The Contractor shall be legally considered an Independent Contractor and neither the Contractor nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, or agents. The Owner shall not withhold from the Contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Contractor. Further, the Owner shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.

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

1.46 Oral Statements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.

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

1.48 Remedies: The Contractor and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

1.49 Governing Law: Any agreement shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.

1.50 Sovereign Immunity: The Owner specifically reserves its right to sovereign immunity pursuant to Colorado law as a defense to any action arising out of this Contract.

1.51 Public Funds/Non-Appropriation of Funds: Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. State of Colorado prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligations as required by Art X, Section 20 of the Colorado Constitution, and other applicable law(s).

1.52 Keep Jobs in Colorado Act: Contractor shall be responsible for ensuring compliance with Article 17 of Title 8, Colorado Revised Statutes (C.R.S.) requiring 80% Colorado labor to be employed on public works. Contractor shall, upon reasonable notice provided by the Owner, permit the Owner to inspect documentation of identification and residency required by C.R.S. §8-17-101(2)(a). If Contractor claims it is entitled to a waiver pursuant to C.R.S. §8-17-101(1), Contractor shall state that there is insufficient Colorado labor to perform the Work such that compliance with Article 17 would create an undue burden that would substantially prevent a project from proceeding to completion and shall include evidence demonstrating the insufficiency and undue burden in its response.

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

1.52.1 "Public project" is defined as:

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

PROJECT:
GJHS ALLEY IMPROVEMENTS
GRAND JUNCTION, CO

PREPARED FOR:
CITY OF GRAND JUNCTION
GRAND JUNCTION, CO

CONSTRUCTION DOCUMENTS ESTIMATE
MAY 9, 2023

FCI Constructors, Inc.

Date:

May 9, 2023

Project:

GJHS ALLEY IMPROVEMENTS

	CD ESTIMATE	
DESCRIPTION	TOTAL COST	NOTES
010000 GENERAL CONDITIONS	\$ 42,983	
020000 EXISTING CONDITIONS	\$ -	N/A-EXCLUDED
030000 CONCRETE	\$ -	N/A-EXCLUDED
040000 MASONRY	\$ -	N/A-EXCLUDED
050000 METALS	\$ -	N/A-EXCLUDED
060000 WOOD & PLASTICS	\$ -	N/A-EXCLUDED
070000 THERMAL & MOISTURE PROTECTION	\$ -	N/A-EXCLUDED
080000 DOORS & WINDOWS	\$ -	N/A-EXCLUDED
090000 FINISHES	\$ -	N/A-EXCLUDED
100000 SPECIALTIES	\$ -	N/A-EXCLUDED
110000 EQUIPMENT	\$ -	N/A-EXCLUDED
120000 FURNISHINGS	\$ -	N/A-EXCLUDED
130000 SPECIAL CONSTRUCTION	\$ -	N/A-EXCLUDED
140000 CONVEYING SYSTEMS	\$ -	N/A-EXCLUDED
210000 FIRE PROTECTION	\$ -	N/A-EXCLUDED
220000 PLUMBING	\$ -	N/A-EXCLUDED
230000 HVAC	\$ -	N/A-EXCLUDED
260000 ELECTRICAL	\$ -	N/A-EXCLUDED
27/280000 LV/SPECIAL SYSTEMS	\$ -	N/A-EXCLUDED
31/32/330000 SITE WORK	\$ 417,183	
SUBTOTAL - DIRECT COST	\$ 460,166	
BID/ESTIMATING CONTINGENCY	\$ -	0.00%
GMP/CONSTRUCTION CONTINGENCY	\$ 23,008	5.00%
BUILDERS RISK INSURANCE	\$ 149	
GENERAL LIABILITY INSURANCE	\$ 4,531	0.85%
PROPERTY SURVEY	\$ -	BY OWNER
SOILS INVESTIGATION/GEOTECHNICAL ENGINEERING	\$ -	BY OWNER
MATERIALS TESTING/INSPECTION	\$ -	BY OWNER
PLANNING APPLICATIONS/PERMIT/PLAN REVIEW FEES	\$ -	BY OWNER
MESA CTY BUILDING PERMIT & PLAN REVIEW FEES	\$ 6,000	
ARCHITECTURAL DESIGN & ENGINEERING (C/S/M&E)	\$ -	BY OWNER
PAYMENT/PERFORMANCE BOND	\$ 3,628	1-YEAR WARRANTY
CM/GC OVERHEAD & FEE	\$ 34,824	7.00%
ESTIMATED CONSTRUCTION COST 2023	\$ 532,305	

FCI Cost Worksheet

Project: GJHS ALLEY IMPROVEMENTS

May 9, 2023

CONSTRUCTION DOCUMENTS ESTIMATE

DESCRIPTION	COMMENTS / SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
310000 SITE WORK					
312100 SITE PREPARATION					
EROSION CONTROL/STREET CLEANING	<i>SILT TRAPS/INLET PROTECTION/EROSION LOGS</i>	LS	1.00	\$ 11,000.00	LS \$ 11,000
SUBTOTAL- SITE PREPARATION					\$ 11,000
312200 MASS EXCAVATION & SITE GRADING					
<i>SKYLINE CONTRACTING</i>					
DEMO/PREP ASPHALT/CONCRETE		LS	1.00	\$ -	LS \$ 105,018
SURVEYING		LS	1.00	\$ 7,500.00	LS \$ 7,500
TEMP BARRICADES/MAINT OF TRAFFIC		LS	1.00	\$ 7,500.00	LS \$ 7,500
LAYOUT/COORDINATION		HRS	80.00	\$ 63.00	HRS \$ 5,040
CLEANUP		HRS	80.00	\$ 43.00	HRS \$ 3,440
SUBTOTAL- MASS EXCAVATION & GRADING					\$ 128,498
312510 ASPHALT PAVING					
<i>SKYLINE CONTRACTING</i>					
PAVEMENT PATCHING	<i>ORCHARD AVE TIE-IN</i>	LS	1.00	\$ -	LS INCLUDED
PAVEMENT PATCHING	<i>7TH ST CONNECTION TIE-IN</i>	LS	1.00	\$ -	LS INCLUDED
PAVEMENT PATCHING	<i>MISC AREAS</i>	LS	1.00	\$ -	LS \$ 7,500
SUBTOTAL- ASPHALT PAVING					\$ 7,500
312515 PAVEMENT BASE MATERIAL					
<i>SKYLINE CONTRACTING</i>					
PAVEMENT BASE COURSE- 6" OF CLASS 6 ROAD BASE	<i>CONCRETE PAVING</i>	CY	658.18	\$ -	CY INCLUDED
SUBTOTAL- PAVEMENT BASE MATERIAL					\$ -

FCI Cost Worksheet

Project: GJHS ALLEY IMPROVEMENTS

May 9, 2023

CONSTRUCTION DOCUMENTS ESTIMATE

DESCRIPTION	COMMENTS / SUBCONTRACTOR	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL	TOTAL
310000 SITE WORK					
312550 SITE CONCRETE					
CONCRETE PAVING- 8" THICK*****	PAVING - M&M CONCRETE				
CONCRETE TO PAVEMENT		CY	808.46	\$ -	CY \$ 216,488
ADD FOR FIBER MESH REINFORCING	N/A - EXCLUDED	CY	-	\$ -	CY \$ -
REBAR TO CONC PAVING- #4 BARS AT 18" OC- 1 LAYER	N/A - EXCLUDED	TN	-	\$ -	TN \$ -
FINE GRADE SUBGRADE		SF	29,618.00	\$ -	SF INCLUDED
EDGE FORMS-8"		LF	2,578.00	\$ -	LF INCLUDED
FINISH CONC PAVEMENT- LT BROOM FIN		SF	29,618.00	\$ -	SF INCLUDED
CURE & PROTECT CONC PAVEMENT		SF	29,618.00	\$ -	SF INCLUDED
DOWEL INTO EXG PAVED DRIVEWAYS		EA	7.00	\$ -	EA INCLUDED
TIE-IN TO GJHS PARKING LOT		LS	1.00	\$ 13,018.00	LS \$ 13,018
MISC REPAIRS TO EXISTING SITE CONCRETE		LS	1.00	\$ 10,000.00	LS \$ 10,000
LAYOUT/COORDINATION		HRS	80.00	\$ 63.00	HRS \$ 5,040
CLEANUP		HRS	80.00	\$ 43.00	HRS \$ 3,440
CONCRETE CLEANOUT		PULLS	4.00	\$ 550.00	PULL \$ 2,200
SUBTOTAL- SITE CONCRETE					\$ 250,186
334000 STORM SEWER					
ADJUST MANHOLE ELEVATION	SKYLINE CONTRACTING	EA	2.00	\$ -	EA INCLUDED
SUBTOTAL- STORM SEWER					\$ -
312900 LANDSCAPING & IRRIGATION					
IRRIGATION REPAIRS		LS	1.00	\$ 20,000.00	LS \$ 20,000
SUBTOTAL- LANDSCAPING & IRRIGATION					\$ 20,000
310000 SITE WORK - TOTALS					\$ 417,183

**GJHS Alley Improvements
City of Grand Junction
Grand Junction, CO**

**Construction Documents Estimate
Clarifications & Assumptions
May 9, 2023**

A. Project Information

1. Project type: Improvements to existing alley between 7th Street and Grand Junction High School.
2. Estimated construction schedule: 2.5 months
 - a. Start date: June 2023
 - b. Completion: August 2023

B. General Clarifications

1. This schematic estimate is based on the following documents:
 - a. GJHS Alley Improvement drawings by Austin Civil Group dated 4/17/2023
 - b. Geotechnical report by Lambert and Associates dated 4/3/2022
2. This estimate represents specifically identified construction costs only. Therefore, all other costs identified as "Owner's Costs" are not included. The following items are considered Owner's Costs:
 - a. Design Fees or reimbursables.
 - b. Third-party commissioning costs.
 - c. Owner's Contingency.
 - d. Owner-provided equipment
 - e. Hazardous materials/mold testing or abatement
 - f. Escalation
 - g. Geotechnical investigation/engineering
 - h. Materials testing/inspection fees
3. FCI has included all concrete paving as 8" unreinforced over 6" base course and 12" depth of scarified and recompacted subgrade.
4. Mesa County Building Department permit and plan review fees have been included.

Exclusions:

- a. Sales tax; project is exempt.
- b. Allowance for soft or wet soil remediation; by owner.

End of Clarifications & Assumptions.

FCI CONSTRUCTORS			SKYLINE CONTRACTING	970 EXCAVATION	HH ENTERPRISES
BID TABULATIONS: EARTHWORK PROJECT: GJHS ALLEY IMPROVEMENTS BID DATE 5/5/2023 ESTIMATOR: MP LOCATION GRAND JUNCTION, CO			GRD JCT, CO JOHN CHUTKA 970-434-9121	GRD JCT, CO CHANZ WEAVER 970-783-2562	CORTEZ, CO DAVID HIGGINS 970-355-9943
ORIGINAL BID DOCS - DRAWINGS DATED 4/17/2023			INCLUDED	INCLUDED	INCLUDED
REVIEWED SCHEDULE			INCLUDED	INCLUDED	NOT INCLUDED
COMPLETED BID FORM			INCLUDED	INCLUDED	NOT INCLUDED
SALES TAX - EXEMPT			NOT INCLUDED	NOT INCLUDED	NOT INCLUDED
PER PLANS AND SPECS			INCLUDED	INCLUDED	NOT INCLUDED
			\$ 103,721.00	\$ 116,340.00	\$ 160,695.00
EARTHWORK					
ASPHALT REMOVAL - ORCHARD AVE TIE-IN	1	LS	INCLUDED	\$ 1,222.00	\$ 1,222.00
ASPHALT REMOVAL - 7TH ST CONNECTION TIE-IN	1	LS	INCLUDED	INCLUDED	INCLUDED
CONCRETE REMOVAL - ORCHARD AVE TIE-IN	1	LS	INCLUDED	\$ 846.00	\$ 846.00
TRAFFIC CONTROL	1	LS	INCLUDED	\$ 8,800.00	\$ 8,800.00
SCARIFY & RECOMPACT - CONCRETE PAVING	3,291	SY	INCLUDED	INCLUDED	INCLUDED
ASPHALT PATCHING - ORCHARD AVE TIE-IN	1	LS	INCLUDED	\$ 9,100.00	\$ 9,100.00
ASPHALT PATCHING - 7TH ST CONNECTION TIE-IN	1	LS	INCLUDED	INCLUDED	INCLUDED
6" CLASS 6 BASE COURSE - CONCRETE PAVING	658	CY	INCLUDED	INCLUDED	INCLUDED
ADJUST MANHOLE ELEVATION	1	EA	INCLUDED	INCLUDED	\$ 1,440.00
SUBCONTRACTOR DEFAULT INSURANCE			\$ 1,296.51	\$ 1,454.25	\$ 2,008.69
TOTAL BID			\$ 105,017.51	\$ 137,762.25	\$ 184,111.69
ALTERNATES:					
TOTAL BID WITH ADJUSTMENTS			\$ 105,017.51	\$ 137,762.25	\$ 184,111.69

FCI CONSTRUCTORS			M&M CONCRETE	BURNER CONSTRUCTION	3E CONCRETE	MAYS CONCRETE
BID TABULATIONS: CONCRETE PROJECT: GJHS ALLEY IMPROVEMENTS BID DATE 5/5/2023 ESTIMATOR: MP LOCATION GRAND JUNCTION, CO			GRD JCT, CO SCOTT BURCH 970-985-4451	GRD JCT, CO JIM BURNER 970-433-3388	GRD JCT, CO DIEGO RODRIGUEZ 970-808-2028	GRD JCT, CO BUZZ BIGUM 970-243-5669
ORIGINAL BID DOCS - DRAWINGS DATED 4/17/2023			INCLUDED	INCLUDED	INCLUDED	INCLUDED
REVIEWED SCHEDULE			INCLUDED	INCLUDED	INCLUDED	INCLUDED
COMPLETED BID FORM			INCLUDED	NOT INCLUDED	INCLUDED	NOT INCLUDED
SALES TAX - EXEMPT			NOT INCLUDED	NOT INCLUDED	NOT INCLUDED	NOT INCLUDED
PER PLANS AND SPECS			INCLUDED	INCLUDED	NOT INCLUDED	INCLUDED
			\$ 213,815.00	\$ 222,638.00	\$ 236,828.00	\$ 272,694.00
CONCRETE						
CONCRETE PAVING - 8" UNREINFORCED	29,618	SF	INCLUDED	INCLUDED	6"	INCLUDED
DRILL & EPOXY DOWELS INTO EXG DRIVEWAYS	7	EA	INCLUDED	INCLUDED	NOT INCLUDED	INCLUDED
SLIP DOWELS AT PAVING CONSTRUCTION JOINTS	1	LS	INCLUDED	INCLUDED	NOT INCLUDED	INCLUDED
SAWCUTTING	1	LS	INCLUDED	INCLUDED	INCLUDED	INCLUDED
SUBCONTRACTOR DEFAULT INSURANCE			\$ 2,672.69	\$ 2,782.98	\$ 2,960.35	\$ 3,408.68
TOTAL BID			\$ 216,487.69	\$ 225,420.98	\$ 239,788.35	\$ 276,102.68
ALTERNATES:						
TOTAL BID WITH ADJUSTMENTS			\$ 216,487.69	\$ 225,420.98	\$ 239,788.35	\$ 276,102.68

CNA SURETY

Payment Bond

Bond No. 30191329

CONTRACTOR:

(Name, legal status and address)

SURETY: Western Surety Company

(Name, legal status and principal place of business)

FCI Constructors, Inc.
3070 I-70 B, Building A
Grand Junction, CO 81504

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: May 9, 2023

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: \$532,305.00 Five Hundred Thirty Two Thousand Three Hundred Five Dollars and 00/100

Description:

(Name and location)

GJ HS Alley Improvement
1400 N. 5 th Street, Grand Junction, CO 81501

BOND

Date: May 18, 2023

(Not earlier than Construction Contract Date)

Amount: \$532,305.00 Five Hundred Thirty Two Thousand Three Hundred Five Dollars and 00/100

Modifications to this Bond: None

See Section 18

CONTRACTOR AS PRINCIPAL

Company:

FCI Constructors, Inc.



Signature:

Name: Shane M. Haas
and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company:

Western Surety Company



Signature:

Name: Kristin L. Salazar
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

USI Holdings Corporation
6501 S. Fiddlers Green Circle, Suite 100
Greenwood Village, CO 80111

Austin Civil Group
123 N. 7 th Street #300
Grand Junction, 81501

800-873-8500

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature:

Name and Title:

Address

Signature:

Name and Title:

Address

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kristin L. Salazar , Individually

of Greenwood Village, CO its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30191329
Principal: FCI Constructors, Inc.
Obligee: City of Grand Junction

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2023.



WESTERN SURETY COMPANY

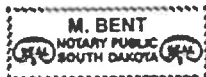
Larry Kasten

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of May, 2023.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

CNA SURETY

Performance Bond

Bond No. 30191329

CONTRACTOR:

(Name, legal status and address)

SURETY: Western Surety Company

(Name, legal status and principal place of business)

FCI Constructors, Inc.
3070 I-70 B, Building A
Grand Junction, CO 81504

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date: May 9, 2023

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: \$532,305.00 Five Hundred Thirty Two Thousand Three Hundred Five Dollars and 00/100

Description:

(Name and location)

GJ HS Alley Improvement
1400 N. 5 th Street, Grand Junction, CO 81501

BOND

Date: May 18, 2023

(Not earlier than Construction Contract Date)

Amount: \$532,305.00 Five Hundred Thirty Two Thousand Three Hundred Five Dollars and 00/100

Modifications to this Bond: None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:



SURETY

Company:



Western Surety Company

FCI Constructors, Inc.

Signature:

Name: Shane M. Haas
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name: Kristin L. Salazar
and Title: Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

USI Holdings Corporation
6501 S. Fiddlers Green Circle, Suite 100
Greenwood Village, CO 80111

Austin Civil Group
123 N. 7 th Street #300
Grand Junction, 81501

800-873-8500

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155 800 873-8500	CONTACT NAME: Sheila Bartlett	
	PHONE (A/C, No, Ext): 800 873-8500	FAX (A/C, No):
E-MAIL ADDRESS: den.contractors@usi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Arch Insurance Company		11150
INSURER B : Continental Insurance Company		35289
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		
INSURED FCI Constructors, Inc. PO Box 1767 Grand Junction, CO 81502		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	ZAGLB9220006	10/01/2022	10/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT9242106	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	X	X	ZAULP5207501 GL & Auto only	10/01/2022	10/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	ZAWCI9389206	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Excess Liability	X	X	6079434568	10/01/2022	10/01/2023	\$10,000,000 Ea Occ \$10,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability

Insurer: XL Insurance America, Inc.

Policy number: US00112885LI22A Effective 10/01/2022 to 10/01/2023

Limits: \$10,000,000 Each Occurrence \$10,000,000 Aggregate

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Grand Junction
250 N. 5th St.
Grand Junction, CO 81501

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

AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

RE: 10-23-022 City of Grand Junction Alley Improvements, 1400 N. 5th St., Grand Junction, CO
As required by written contract or written agreement, City of Grand Junction is included as
Additional Insured as respects General Liability and Auto Liability but only as respects work performed on
behalf of the named insured. The General Liability, Auto Liability and Workers Compensation policies
provide a Waiver of Subrogation when required by written contract. Umbrella Liability follows form.
The General Liability, Auto Liability and Workers Compensation policy(s) includes an endorsement providing
that 30 days notice of cancellation will be given to the Certificate Holder by the Insurance Carrier.

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY USI Insurance Services, LLC P.O. Box 7050 Englewood, CO 80155		PHONE (A/C, No, Ext): 800 873-8500	COMPANY Travelers Indemnity Company ., TX	
FAX (A/C, No):	E-MAIL ADDRESS: den.contractors@usi.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 1082345		LOAN NUMBER		POLICY NUMBER QT660142D8844TIL22
INSURED FCI Constructors, Inc. PO Box 1767 Grand Junction, CO 81502		EFFECTIVE DATE 10/01/22	EXPIRATION DATE 10/01/23	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	AMOUNT OF INSURANCE	DEDUCTIBLE
COVERAGE/PERILS/FORMS						
Builders Risk, Special Form, Reporting Form						
Replacement Cost						
Fire Resistive construction					\$75,000,000	\$10,000
Frame or Joisted Masonry construction					\$5,000,000	\$10,000
Flood sublimit					\$20,000,000	\$50,000
Earth Movement, sub limit					\$20,000,000	\$50,000
Transit					\$250,000	\$10,000
Temporary Location					\$250,000	\$10,000
(See Attached Coverage Info.)						

REMARKS (Including Special Conditions)

***** Description of Operations *****
RE: 10-23-022 City of Grand Junction Alley Improvements, 1400 N. 5th St., Grand Junction, CO

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.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Grand Junction 250 North 5th St. Grand Junction, CO 81501	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			

COVERAGE INFORMATION (Continued from page 1.)

COVERAGE/PERILS/FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE