

NOTICE TO PROCEED

Date: May 10, 2023

Contractor: Ford Construction Company, Inc.

Project: Emergency Purchase – Reconstruction of PD Lobby 5256-23-DH

In accordance with the contract dated <u>May 4, 2023</u> the Contractor is hereby notified to begin work on the Project on or before <u>May 10, 2023</u>.

The date of final completion as determined is <u>August 27, 2023 (see attached project</u> <u>schedule)</u>.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:

Duane Hoff Jr.

Duane Hoff Jr., Contract Administrator

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor:	Ford Construction Company, Inc.
By:	Docusigned by: Amanda S. Duker – President, Ford Construction Company, Inc. 70339446805364EE
Print Name:	Amanda S. Decker - President, Ford Construction Company, Inc.
Title:	President
Date:	5/10/2023



GJ PD REPAIR WORK **Preliminary Schedule** May 7, 723 May 14, 723 May 21, 723 May 21, 723 May 28, 723 Jun 4, 723 Jun 14, 723 Jun 14, 723 Jun 18, 723 Jun 25, 723 Jul 2, 723 Jul 2, 723 Jul 9, 723 Jul 9, 723 Jul 16, 723 Jul 23, 723 Jul 24, 725 Start ID Task Name Duration 1 Permit Review 15 days Tue 5/9/23 10 days Mon 5/15/23 2 Submittals 10 days Mon 5/22/23 3 Submittal Review Time 4 Install Protection/Temp Partitions 3 days Tue 5/30/23 Thu 6/1/23 5 2 days Demolition 6 Framing - Walls 3 days Tue 6/6/23 7 Rough Electrical Walls 5 days Tue 6/6/23 Install Steel Plates/Weld 2 days Mon 6/12/23 8 5 days Mon 6/12/23 9 Rough Electrical Ceiling 1 day Thu 6/15/23 10 Insulate Walls 3 days Thu 6/15/23 11 Sheetrock 12 Taping 5 days Tue 6/20/23 2 days Tue 6/27/23 13 Paint Structure 14 Install Work Surfaces & Wood Trim 2 days Wed 6/28/23 15 Paint Walls & Soffits 3 days Thu 6/29/23 Contract of 16 Reinstall Transaction Windows 2 days Wed 7/5/23 17 2 days Wed 7/5/23 Rebuild Acoustical Ceiling Cloud 18 Reinstall HVAC & Electrical @ Cloud 2 days Thu 7/6/23 5 days Mon 7/10/23 19 Patch & Polish Concrete Floor 20 Carpet & Base 2 days Mon 7/17/23 2 days Mon 7/17/23 21 Trim Out Electrical 22 Remove Temp Partitioning/Protection 3 days Tue 7/18/23 23 Paint Touchup 2 days Thu 7/20/23 1 24 1 day Fri 7/21/23 Cleanup 25 26 1 day Mon 5/8/23 27 Wall Covering Lead Time - Unknown 28 Millwork Wall Panel Lead Time - Unknown 1 day Mon 5/8/23 29 Wall Sconce Lead Time 48 days Tue 6/6/23 1 day Mon 8/14/23 30 Install Wall Sconces 31 Storefront System Lead Time 58 days Tue 6/6/23 58 days Tue 6/6/23 32 Ballistic Glass Lead Time 5 days Mon 8/28/23 33 Install Storefront & Glass For Preliminary Information Only - Subject To Change Based On Submittal Approvals, Permit Timing, Material Lead-times & Agreed Upon Start Date. FCCI 970-245-9343



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this <u>4th</u> day of <u>May, 2023</u> by and between the <u>City of Grand Junction</u>, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and <u>Ford</u> <u>Construction Company, Inc.</u> 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 **Emergency Purchase – Reconstruction of PD Lobby 5256-23-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

<u>Contract Documents</u>: 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

<u>Contract Work:</u> 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

<u>Contract Time</u>: 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

<u>Contract Price and Payment Procedures:</u> 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 **Three Hundred Seventy-Three Thousand Two Hundred Seventy-Four and 00/100 Dollars (\$373,274.00).** 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

<u>Contract Binding</u>: 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

<u>Severability:</u> 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

By: Duare Hoff Jr.

5/8/2023

Duane Hoff Jr., Contract Administrator

Date

Ford Construction Company, Inc.

By: Imanda S. Duker - President, Ford Construction (1/20120020), Inc. Amanda S. Decker - President, Fordesquerruction CompanyateInc.

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 guality 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 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 Contractor. 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 is 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:

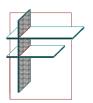
(a) any construction, alteration, repair, demolition, or improvement of any land, building, structure, facility, road, highway, bridge, or other public improvement suitable for and intended for use in the promotion of the public health, welfare, or safety and any maintenance programs for the upkeep of 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.





Ford Construction Company, Inc. 560 25 Road Grand Junction, CO 81505 Phone: (970) 245-9343

Kyle Coltrinari City Of Grand Junction

Date: 3/29/2023

RE: Grand Junction Police Department Entrance & Lobby Repair

Dear Kyle,

Thank you for allowing Ford Construction Company, Inc. the opportunity to provide pricing for the above referenced project. Our pricing is prepared in accordance with the Request for Proposal, plans & narrative dated 2/24/2023, and the following clarifications.

Base Price: <u>Three Hundred Forty Two Thousand Six Hundred Twenty & 00/100</u> <u>Dollars...</u> (\$342,620.00)....... (See pricing details on following page).

Clarifications/Summary of Base Proposal:

- Pricing excludes: Architectural or engineered drawings; maintenance, repair or warranty on any plumbing, gas, or sewer systems; corrections for code violations that may be found; hazardous material testing, inspections or remediation for any materials found on site; security system; cameras/video equipment; access control; phone/data equipment and cabling terminations; concrete slab moisture testing/mitigation; tap fees; service improvement fees; utility fees; traffic impact fees; special taxing district fees; furniture moving or removal; keying of door hardware; access control.
- 2. Pricing is based on current material rates. In the event of cost escalations, we will require pricing adjustments.
- 3. Pricing includes our standard insurance. COI to be provided at a later date. Performance & Payment Bonds are excluded.
- 4. Wallcovering and carpet have been discontinued. We have included an allowance for these items in the pricing. Final pricing when selections are made. There may be other discontinued items that may be discovered after project approval.
- 5. Pricing includes an allowance for millwork replacement and repair. Final pricing to follow at a later date.
- 6. Pricing includes dismantling and reinstalling lobby ceiling as necessary to allow drywall work to take place.
- 7. Pricing includes removal of temp partitions at project completion. Includes paint touch up.

Note:

1). Security system & access control is by owner. We will provide power and rough-in boxes.

2). Terminations of communication cabling is by owner. We will repull the existing cables to the new or reused data boxes.

If after reviewing our proposal you should have any questions, please do not hesitate to call. We look forward to the interview process.

Base Bid:

•	Construction Services:		\$ 51,792.00
•	Plan Check & Permit Fee:		4,150.00
•	Demolition, Protection:		11,419.00
•	Carpentry & Millwork Allowance:		24,411.00
•	Insulation, Sealants:		1,151.00
•	Storefront System, Glass:		159,529.00
•	Drywall, Steel Plates, Ceiling:		22,336.00
•	Carpet:		7,954.00
•	Polished Concrete Repair:		23,983.00
•	Paint, Wallcovering:		12,310.00
•	Rehang Misc. Signs:		1,104.00
•	Fire Sprinklers:		1,477.00
•	HVAC:		2,258.00
•	Electrical:	_	18,746.00
		TOTAL	\$ 342,620.00

Thank you, Rick Roberts Estimator <u>rickr@fordconstruction.com</u>



Ford Construction Company, Inc. 560 25 Road Grand Junction, CO 81505 Phone: (970) 245-9343

PROPOSAL COVER SHEET PAGE ONE

Kyle Coltrinari City Of Grand Junction Date: 5/1/2023

RE: Grand Junction Police Department Entrance & Lobby Repair

Dear Kyle,

Thank you for allowing Ford Construction Company, Inc. the opportunity to provide pricing for the above referenced project. Our pricing is prepared in accordance with the Request for Proposal, plans & narrative dated 2/24/2023, and the following clarifications.

Base Price: <u>Three Hundred Seventy Three Thousand Two Hundred Seventy Four & 00/100</u> <u>Dollars... (\$373,274.00)</u>....... (See pricing details on following pages).

Clarifications/Summary of Base Proposal:

- 1. Pricing excludes: Architectural or engineered drawings; maintenance, repair or warranty on any plumbing, gas, or sewer systems; corrections for code violations that may be found; hazardous material testing, inspections or remediation for any materials found on site; security system; cameras/video equipment; access control; phone/data equipment and cabling terminations; concrete slab moisture testing/mitigation; tap fees; service improvement fees; utility fees; traffic impact fees; special taxing district fees; furniture moving or removal; keying of door hardware; access control.
- 2. Pricing includes our standard insurance. COI to be provided at a later date. Performance & Payment Bonds are included.
- 3. Wallcovering and carpet have been discontinued. We have included an allowance for these items in the pricing. Final pricing when selections are made. There may be other discontinued items that may be discovered after project approval.
- 4. Plastic laminate and solid surface materials are still available.
- 5. Pricing includes dismantling and reinstalling the lobby ACT ceiling as necessary to allow drywall work to take place.
- 6. Pricing includes an allowance for readjusting the adjacent doors/frames that are still in place when they install the new sets of doors/frames. Bratton Window & Door allowance is \$4,800.00. If they do not use the entire amount a deductive change order will be issued. This allowance does not include replacing any parts (will be priced as an additive change order if required).
- 7. Pricing includes replacing the two existing windows at the information counters. See deduct alternate's 1 & 2 on page two if the existing windows can be reused.



Ford Construction Company, Inc.

PROPOSAL COVER SHEET PAGE TWO

- 8. Pricing includes removal of temp partitions at project completion. Includes paint touch up.
- 9. Quantities and unit costs reflected on pricing breakdowns are approximate and are not to be used for adds or deletions.

Subcontractors: Bratton Window & Door, KP Drywall, Concrete Floor Systems, Magnum Electric, Carpet One, Binkley & Sons Painting, Delta Cabinets. HVAC & Sprinkler are TBD.

Note:

1). Security system & access control is by owner. We will provide power and rough-in boxes.

2). Terminations of communication cabling is by owner. We will repull the existing cables to the new or reused data boxes.

Alternates:

- Alt. # 1: If possible, reinstall existing transaction window # 43 in lieu of new: Deduct: (\$9,942.00)
- Alt. # 2: If possible, reinstall existing transaction window # 44 in lieu of new: Deduct: (\$16,230.00)
- Alt. # 3: if new pair of interior storefront doors do not need to be thermally broken (will need to examine existing damaged doors to determine): Deduct: (\$4,437.00)

If after reviewing our proposal you should have any questions, please do not hesitate to call. We look forward to the interview process.

Thank you, Rick Roberts Estimator <u>rickr@fordconstruction.com</u>

www.fordconstruction.org

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Standard Estimate Report 1839 GJ PD Repairs

Project name

1839 GJ PD Repairs 555 Ute Ave Grand Junction CO 81501

Standard Labor

Labor rate table

ate table Standard Equipment

Equipment rate table

Report format

Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons

DocuSign Envelope ID: EBE3ADF2-125F-4164-9094-B41A73C2012A FORD CONSTRUCTION Stand COMPANY, INC. 1 **Standard Estimate Report**

1839 GJ PD Repairs

					Total		
ltem		Description	Takeoff Qty		Unit Cost	Amount	
1000.000		GENERAL REQUIREMENTS					
1020.000		Building Permits & Fees					
1020.000	100	Building Permit	340.00	\$k	10.00 /\$k	3,400	
		Building Permits & Fees			_	3,400	
		GENERAL REQUIREMENTS			Ŀ	3,400	
1500.000		CONSTRUCTION SERVICES					
1550.000		Complemention Complete					
1550.000	500	Construction Services General Safety	1.00	ls	1,000.00 /ls	1,000	
	2000		3.00	mo	4,207.50 /mo	12,623	
		Superintendent	2.00	mo	10,236.775 /mo	20,474	
		Project Engineer	3.00	mo	3,262.38 /mo	9,787	
		Construction Clean, Move Misc. Items, Etc Temp Toilet	40.00	hr	39.78 /hr 200.00 /mo	1,591 400	
	3650		2.00 2.00	mo Id	575.00 /ld	1,150	
		Temp Fence	80.00	lf	4.15 /lf	332	
	6100	Final Clean-Full Finish	1,216.00	sf	0.576 /sf	700	
		Construction Services				48,056	
		741.28 Labor hours					
		CONSTRUCTION SERVICES				48,056	
		741.28 Labor hours				40,000	
1700.000		DEMO					
1700.010		Demo: Temp Protection					
1700.010	500	Plastic 4 mil	1,600.00	sf	0.255 /sf	408	
	750	Ram Board	1,200.00	sf	0.623 /sf	748	
		Remove Ram Board & Plastic Protection	2,800.00	sf	0.10 /sf	280	
		Temp Barricade Walls	75.00		55.00 /lf	4,125	
	1000	Temp Barricade Door	1.00	ls	650.00 /ls	650	
		Demo: Temp Protection				6,211	
		148.714 Labor hours					
1700.060		Demo: Wood & Plastics					
	2900	Remove Temp Barricade Walls	80.00	lf	10.00 /lf	800	
	8600	Remove Wood Trim	64.00	lf	5.00 /lf	320	
		Demo: Wood & Plastics				1,120	
		32.00 Labor hours					
1700.080		Demo: Doors & Windows					
1100.000	6000	Remove Storefront To Dumpster	243.00	sf	3.000 /sf	729	
		Demo: Doors & Windows	_ 10100			729	
		20.829 Labor hours 4.418 Equipment hours					
1700.090		Demo: Finishes					
11001030	9000	Remove Wall Paper	342.00	sf	0.70 /sf	239	
		Remove Acoustical Tile & Grid	450.00		0.35 /sf	158	

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Standard Estimate Report 1839 GJ PD Repairs

					Total	
Item		Description	Takeoff Qty		Unit Cost	Amount
		Demo: Finishes			_	397
		11.34 Labor hours				
1700.155		Demo: Mechanical				
	1000	Remove Mechanical At Cloud Demo: Mechanical	450.00	sf	0.513 /sf	231 231
						201
		6.00 Labor hours 6.00 Equipment hours				
1700.160		Demo: Electrical				
	500	Demo Electrical At Cloud Demo: Electrical	450.00	ls	1.111 /ls	500 500
		DEMO				9,188
		218.883 Labor hours 10.418 Equipment hours				
6000.000		WOOD & PLASTICS				
6400.000	1000	Casework Custom Casework - Delta	1.00	le	28,705.00 /ls	28,705
	1000	Casework	1.00	15	20,700.00 /13	28,705
		1.00 Labor hours				
		WOOD & PLASTICS				28,705
		1.00 Labor hours				20,700
7000.000		THERMAL & MOISTURE PROT				
7100.000		Water-Proofing				
	100	Caulk & Sealants	290.00	lf	0.792 /lf	230
		Water-Proofing				230
		2.417 Labor hours				
7240.000	110	Batt Insulation R-11 Batt Insulation	744.00	sf	0.90 /sf	670
	110	Batt Insulation	744.00	51	0.30 /31	670
		5.314 Labor hours				
		THERMAL & MOISTURE PROT				899
		7.731 Labor hours				
8000.000		DOORS & WINDOWS				
8800.000		Storefront				
		Storefront Glass - Bratton Glass	1.00	ls	124,555.00 /ls	124,555
	100 100	, ,	1.00 1.00	ls Is	4,800.00 /ls 8,515.00 /ls	4,800 8,515
	100	Window 44	1.00	ls	13,900.00 /ls	13,900
	100	Thermally Broken Interior SF Doors	1.00	ls	3,800.00 /ls	3,800

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					Total	
Item		Description	Takeoff Qty		Unit Cost	Amount
		Storefront				155,570
		DOORS & WINDOWS				155,570
9000.000		FINISHES	-			
9250.000	100	Drywall Framing, Steel Plates, Welder, Drywall Drywall	1.00	ls	14,550.00 /ls	14,550 14,550
		1.00 Labor hours				14,000
9500.000	700	Acoustical Ceiling ACT Repair & Replacement	1.00	Is	3,750.00 <i>/</i> Is	3,750
	,	Acoustical Ceiling	1.00	15	0,700.00 //3	3,750
9640.000	400	Carpet	1.00			0.540
	100	Carpet - Carpet One Carpet	1.00	IS	6,515.75 /ls	6,516 6,516
9660.000		Specialty Flooring				
	310	Polish Concrete - Concrete Floor Systems Specialty Flooring	1.00	ls	19,650.00 /ls	19,650 19,650
9700.000		Wall Finishes				
	200	Wallpaper Allowance, Aluminum Trim Wall Finishes	367.00	sf	6.50 /sf	2,386 2,386
9910.000		Painting Interior				
	100 110	Paint Drywall - Binkley & Sons	1.00 1.00	ls Is	6,200.00 /ls 1,500.00 /ls	6,200 1,500
	110	Painting Interior	1.00	15	1,000.00 //3	7,700
		1.00 Labor hours				
		FINISHES 2.00 Labor hours				54,551
10000.000	-1.1	SPECIALTIES				
10400.000	200	Signage/Graphics Reinstall Misc Signs, Holders, Etc	12.00	ea	75.00 /ea	900
	200	Signage/Graphics	12.00	00	10.00 100	900
		24.00 Labor hours				
		SPECIALTIES 24.00 Labor hours				900
15000.000		MECHANICAL				
15300.000	100	Fire Sprinkler System Fire Protection Sprinkler @ ACT Cloud	450.00	sf	2.69 /sf	1,211
	100	A CT Olda	400.00	31	2.03 /31	1,211

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1839 GJ PD Repairs

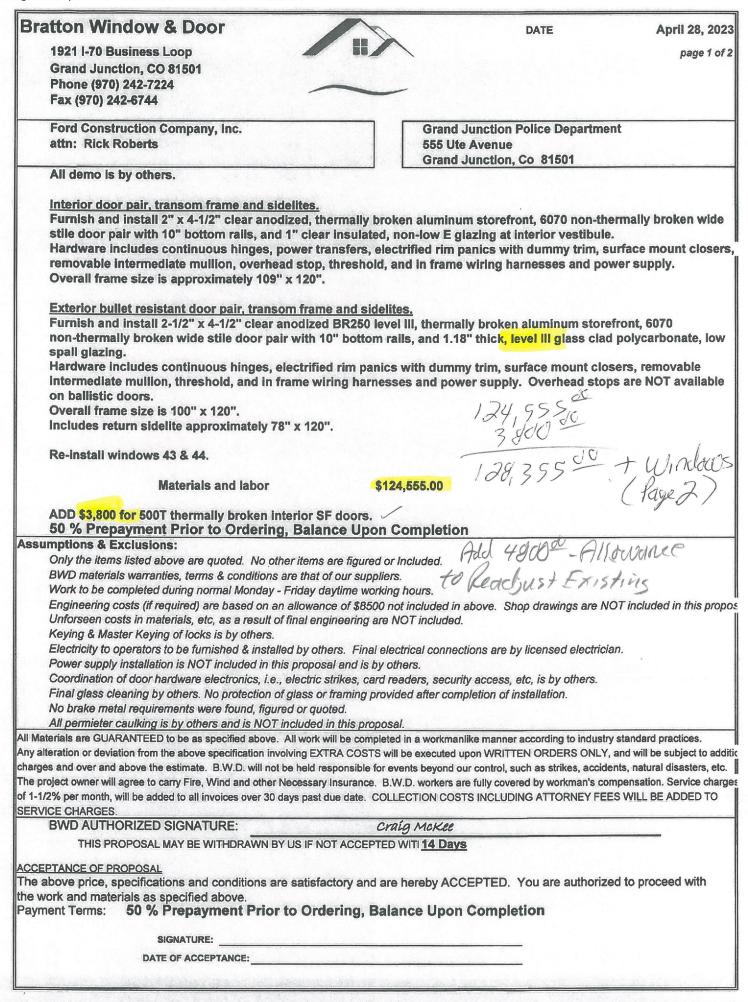
				Total	
Item		Description	Takeoff Qty	Unit Cost	Amount
		Fire Sprinkler System			1,211
15700.000	200	H.V.A.C. H.V.A.C. Reinstall & Filter Return Air	1.00 ls	1,850.00 /ls	1,850
	H.V.A.C.	1.00 13	1,000.00 //0	1,850	
		MECHANICAL			3,061
16000.000		ELECTRICAL			
16200.000	100	Electrical Electrical - Magnum Electric	1.00 ls	15,359.00 /ls	15,359
		Electrical			15,359
		ELECTRICAL			15,359

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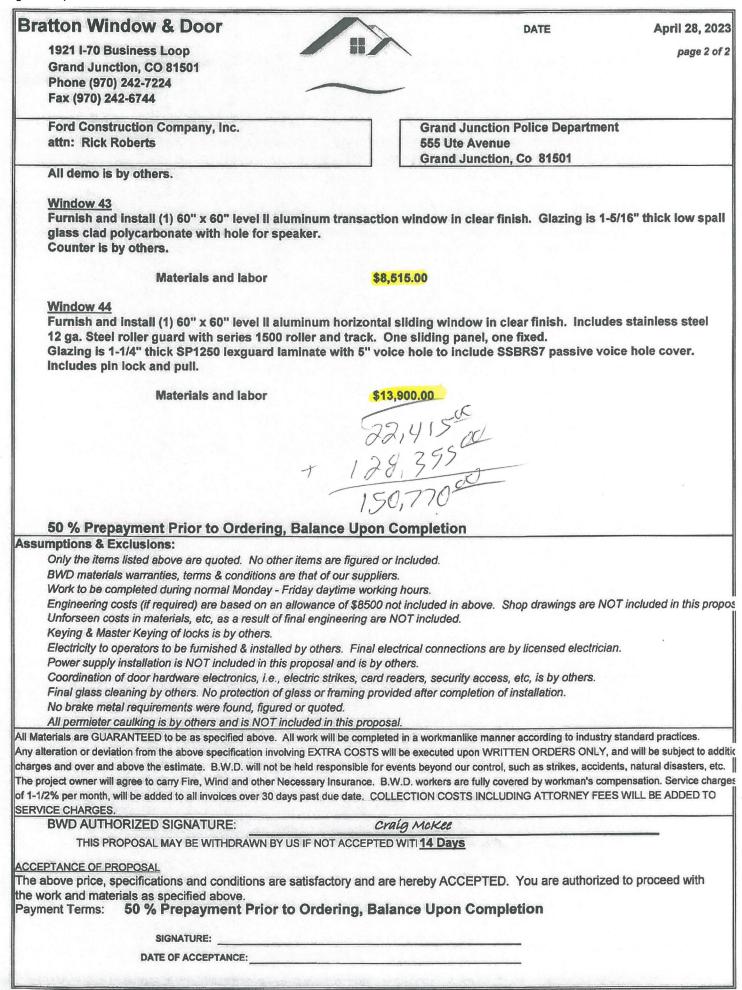
Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit
Labor	46,390		994.894 hrs			
Material	3,412					
Subcontract	253,630					
Equipment	6,657		10.418 hrs			
Other	9,600					
	319,689	319,689				
Sales Tax					С	
Overhead % all Categories	27,174			8.500 %	Т	
Profit % all Categories	20,812			6.000 %	Т	
P&P Bond	5,599				В	
Total		373.274				

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PROPOSAL

3/17/2023

From: KP DRYWALL 806 La Paz ct. Grand Junction, CO. 81506 970-275-8509 kpeltier@kpdrywall.com Submitted to:

Ford Construction Company

Job name:

Grand Junction Police Department Lobby Repairs 555 Ute ave

We here by propose to furnish all labor and material to complete the following scopes of work. Pricing based on plans and photos by KNOTT Laboratory dated 2/16/23.

Frame columns full height walls and pony walls with 3 5/8" 18 ga metal studs Furr out walls and columns with 1 5/8" metal studs. Wall Types 19,19A,19b Frame new bulk heads with 3 5/8" 20 ga studs. Install backing as needed. Weld salvaged 3/8" steel plates to studs where shown.

\$9,975.00

Hang Tape and finish new drywall Patch and repair drywall existing drywall damage due to accident

\$4,575.00

\$3,750.00

Remove and replace Acoustical cloud ceilings for access. The grid system will have to be replaced with new. We will save what we can for the tile, and plan on replacing 8 full tiles.

Pricing Good For 30 Days

Qualifications:

The above pricing is base on the following:

1.One mobilization to jobsite for each scope of work.

2. All exposed conduit, electrical wiring etc. removed/rerouted prior to starting of framing.

Exclusions:

1. Any work not stated above.

- 2. Winter protection.
- 3. Fire stopping
- 4. Temporary Facilities
- 5. Seismic restraints
- 6. Sealant
- 7 Demo

Any alterations or deviations from the above specified scopes of work involving extra cost of material or labor will be executed upon written order for the same, and will become an extra charge over the sum mentioned in this proposal.

THANK YOU FOR CONSIDERING OUR PROPOSAL!

Concrete Floor Systems LLC 2051 W. College Avenue Englewood, CO 80110 (303) 495-5692 Sales@ConcretePolished.com www.ConcretePolished.com



ADDRESS

Grand Junction Police Department 555 Ute Avenue Grand Junction, CO 81501



PROPOSAL # 10738 DATE 03/15/2023

ACTIVITY AMO	TNUC
Jobsite Location:	
Grand Junction Police Department 555 Ute Avenue Grand Junction, CO 81501	
NOTES: * Estimate is based on job walk, pictures and plans dated 02-16-2023. * Estimate is based on takeoffs dated 03-15-2023. * Terrazzo Restoration project.	
Mobilizations and Travel	
** One mobilization is included in cost breakdown below. For additional mobilizations, please add: \$1,200/per mobilization plus travel costs.	
Terrazzo Restoration 19,15	50.00
Total Area: 1,046 SF & 164 LF of edges	
Scope of Work: 1. Tape and protect surrounding surfaces. 2. Low grit grind to remove entire area surface sealer and light scratches in terrazzo. 3. Hand work deeper scratches if needed. (If hand work is required on deeper scratches, it may create slight low spots.) 4. Grind 2 more grits to remove deep grind scratches. 5. Clean floor. 6. Seal according to original spec. (need to confirm sealer used on original application) * Transition area to lower east will need to stop at a metal strip. * Other doorways will stop midway through door opening. * Will look different from existing terrazzo, but should match over time. ++ Entire area will need to be closed off during our scope of work. * Surrounding surfaces such as wood, rubber vinyl, finished metal or soft surfaces could be damaged. We will protect these areas as best possible. * We will need to tap into the 208/3 phase, 50 amp power or generator will need to be provided. Terrazzo Restoration Cost Breakdown: Mebilization & Travel (1 meb included): \$4 225.00	D
Terrazzo Restoration Cost Breakdown: Mobilization & Travel (1 mob included): \$4,325.00	

ACTIVITY

Terrazzo Grind & Seal: \$15,825:00 TOTAL COST: \$19,150.00 ****

NOTES & ADD OPTIONS:

* Due to the supply chain issues, specified products will be substituted if product is unavailable at time of project.

Payment & Performance Bond: If payment & performance bond required, please add 3.5% of contracted amount.

Power Requirements: 208/3 phase 50 amp will be needed.

Storage area will need to be provided.

Hoisting: If we need to hoist our own equipment, please included \$2,000 per level of hoisting.

Repairs are not part of quote unless specified and noted on proposal.

* Water and dump area will need to be provided. If not available, additional costs may apply.

Repairs and/or stain removal is not part of quote unless specified and noted on proposal, I.E. Oil, Grease, Dye, etc.

Floor must be scraped and broom finished clean, if not, there will be a \$85.00/Tech hour charge to clean.

Certain defects in the concrete can only be blended in and repairs that are needed will look different.

* Important- If our floor is not properly maintained per instructions, it can lose it slip resistance and can also null and void the manufacturer's warranty.

* Price is for standard business working hours. (Monday - Friday)

* No overtime, holidays, nights or weekends have been priced into this job. Unless noted above - Nights, weekends overtime or holidays hours incurred will be at an additional cost.

Proper lighting is required for us to perform work.

* Concrete floor must be at 45 degrees F or higher. * If concrete to be stained, please keep in mind that the translucent color will come out differently from the color chart as each slab varies with mix & color.

If lien process is required due to non-payment of services, admin cost will be \$1,000. * Wrap Insurance Projects: If project is a wrap insurance project, please add \$500 to cover admin & reporting costs.

Moisture Vapor Emissions Testing: Moisture and alkalinity testing should not be needed as polished concrete is a breathable finish. Moisture would not be an issue and alkalinity issues are very rare with polished concrete finishes. If absolutely required, we can do for \$1,000. The reason why the cost is so high on this testing is that they have to test in 1000 SF increments per ASTM guidelines.

Concrete Floor Systems, LLC is a LUMP SUM CONTRACTOR. Any applicable sales/use tax requirements have been included in our proposal. We are NOT a time & material contractor.

TOTAL

Corrected

\$19.150.00

Accepted By

Accepted Date

AMOUNT



Number: 2023 -15

Date: 03/21/2023

Magnum Electric Co, Inc. 650 W. Gunnison Ave. Grand Junction, CO 81501 Phone: 970-243-6655 Fax: 970-243-1458

Proposal submitted to ATTN: Rick Roberts Work to be Performed at: GJPD Vestibule Company Name Ford Construction Job Name GJPD Vestibule Street Street

 Street
 Street

 City & State
 City & State

 Fax #
 Plans Date

PROPOSAL

We hereby propose to furnish the materials and perform the labor necessary for the completion of: Demolition of 5 can lights ,2 wall sconces, 14 duplex receptacles and 10 phone / data boxes. Install 5 new can lights and 2 new wall sconces. Install receptacles and phone / data boxes according to as-built drawings on file. We plan on pulling the structured cabling back and pulling it back into the J-boxes after rough-in. Cabling terminations by others.

Not Included: Sales Taxes, HVAC low voltage control. Structured cabling devices and termination. Conduit painting.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial manner for the sum of ***Fifteen Thousand Three Hundred Fifty Nine Dollars and no cents*** Dollars \$** 15,359.00*** with payment to be made as follows: Standard – 30- days

Respectfully submitted by Magnum Electric Co, Inc.

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Per	Der	And	

Note - This proposal may be withdrawn by us if not accepted within <u>30</u> days.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Worker's Compensation and Public Liability Insurance on above work to be taken out by Magnum Electric Co, Inc.

	ACCEPTANCE OF PROPOSAL
The above prices, specifications and condi work as specified. Payment will be made a	tions are satisfactory and are hereby accepted. You are authorized to do the as outlined above.
Date:	Signature:

INSIDE STORY CARPET ONE FLOOR

360 West Gunnison Grand Junction Colorado 82501

3-15-23

Rick Roberts Ford Construction Company 560 25 Road Grand Junction, CO 81505 **RE: Grand Junction Police Department Repair**

Dear Rick,

Thank you for having us bid this project. I look forward to working with you on this. Scope of work includes labor & materials per plans and specifications using the following products.

Products:

Carpet Tile

- CPT in Room 1008 will use Tarkett's Plexus Colour IV 24"x24" tile in 3 different coordinating colors to replace the pattern strip and main color carpet tile. (62 color options available to select from)
 - o 13.34SY (2 Cartons) of each color is included in this bid which should leave about 1 extra box for attic stock of each color.
- WOCPT for Room 1001 (Vestibule) will use Tarkett's Abrasive Action II 24"x24" in the color 19107 Cork
- Carpet tile adhesive approved by manufacturer.

Resilient Base

- RB-1 will use Roppe's Pinnacle 4" Rubber Cove Base -color is unknown.
- Wall base adhesive approved by manufacturer.

Installations considerations:

- Price includes removal of existing carpet in Rm 1001 and damaged area and color pattern of Rm 1008.
- Basic floor prep is included for minor skim coating as needed. No major floor prep is included.

Exclusions: No moving of furniture or fixtures is included. No price for moisture testing is included in this bid but can be priced out separately if needed. Floor protection (after installation) is not included.

If any of the above materials were to become discontinued or subject to a price increase exceeding 5% then a replacement selection and or increase in price would be necessary. Accessible toilet facilities will be required along with permanent heat, power, water, and onsite trash receptacle.

Our bid price is \$6,500. (Six thousand five hundred dollars). Sales tax is NOT included.

Sincerely,

Andy Baker - Estimator/Sales Associate



696 Industrial Blvd. Delta, Colorado 81416 Phone) 970-874-8793

PROPOSAL

GRAND JUNCTION POLICE DEPT. LOBBY REPAIRS

April 20, 2023

Scope:

RECEPTION COUNTERS – 2 file base cabinets, 2 pencil drawers, two 5' solid surface countertops and one 10 $\frac{1}{2}$ ' countertop, 5 grommets, 3 supports. Includes cut-outs for deal trays that are supplied by others

WOOD TRIM – Approximately 75 lineal feet of 6" high base molding and 3" chair rail made of maple hardwood. Includes shop finishing

WALL PANELS – Approximately 75 lineal feet of 24'' high x 1/2'' thick plastic laminate wall panels with metal reveals.

Specs:

Cabinet faces Countertops ** To match existing casework Plastic laminate Solid surface

Price:

Our bid for the items listed above is **\$28,705.00** with installation.



▲IA Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address) FORD CONSTRUCTION COMPANY, INC. 560 25 Road Grand Junction, Colorado 81505-1302

OWNER:

(Name, legal status and address) CITY OF GRAND JUNCTION 250 North 5th Street Grand Junction, Colorado 81501

CONSTRUCTION CONTRACT

Date: May 4, 2023

SURETY:

(Name, legal status and principal place of business) UNITED FIRE & CASUALTY COMPANY P.O. Box 73909 Cedar Rapids, Iowa 52407-3909

Bond No. 54-245910

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

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

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: THREE HUNDRED SEVENTY THREE THOUSAND TWO HUNDRED SEVENTY FOUR AND 00/100 (\$373,274.00) Description: Emergency Purchase - Reconstruction of PD Lobby 5256-23-DH (Name and location) Work as Described in Contract, Scope of Work. Grand Junction, Colorado

BOND

Date: May 8, 2023 (Not earlier than Construction Contract Date)

Amount: THREE HUNDRED SEVENTY THREE THOUSAND TWO HUNDRED SEVENTY FOUR AND 00/100 (\$373,274.00)

Modifications to this Bond: IN None

□ See Section 16

Company: UNITED FIRE (Corporate Seal)

Kim Payton

& CASUALTY COMPANY

SURETY

Signature: Name

CONTRACTOR AS PRINCIPAL Company: FORD (Corporate Seal) CONSTRUCTION COMPANY,

andle Signature: Name and Title: President

(303) 225-8030

and Title: President and Title: Attorney-in-Fact (Any additional signatures appear on the last page of this Performance Bond.)



(FOR INFORMATION ONLY — Name, address and telephone) AGENT or BROKER: Surescape Insurance Services, LLC 7800 South Elati Street, Suite 100 Littleton, Colorado 80120 N/A

AIA Document A312™ - 2010. The American Institute of Architects.

§ 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

- 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.

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§ 16 Modifications to this bond are as follows: N/A

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.) CONTRACTOR AS PRINCIPAL SURETY Company: Not Applicable (Corporate Seal) Company: Not Applicable (Corporate Seal) Signature: Signature: Not Applicable Not Applicable Name and Title: Not Applicable Name and Title: Not Applicable Address Not Applicable Address

Not Applicable

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ATA° Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address) FORD CONSTRUCTION COMPANY, INC. 560 25 Road Grand Junction, Colorado 81505-1302

OWNER:

(Name, legal status and address) CITY OF GRAND JUNCTION 250 North 5th Street Grand Junction, Colorado 81501

CONSTRUCTION CONTRACT

Date: May 4, 2023

SURETY:

(Name, legal status and principal place of business) UNITED FIRE & CASUALTY COMPANY P.O. Box 73909 Cedar Rapids, Iowa 52407-3909

Bond No. 54-245910

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

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

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: THREE HUNDRED SEVENTY THREE THOUSAND TWO HUNDRED SEVENTY FOUR AND 00/100 (\$373,274.00) Description: Emergency Purchase - Reconstruction of PD Lobby 5256-23-DH (Name and location) Work as Described in Contract, Scope of Work. Grand Junction, Colorado

BOND

Name

Date: May 8, 2023 (Not earlier than Construction Contract Date)

Amount: THREE HUNDRED SEVENTY THREE THOUSAND TWO HUNDRED SEVENTY FOUR AND 00/100 (\$373,274.00)

Modifications to this Bond: IN None

□ See Section 18

CONTRACTOR AS PRINCIPAL Company: FORD (Corporate Seal) CONSTRUCTION COMPANY, INC. Signature:

Amarda

Signature: Name and Title:

SURETY

& CASUALTY COMPANY Kim Payton

Company: UNITED FIRE (Corporate Seal)

Attorney-in-Fac

and Title: President (Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone) AGENT or BROKER: Surescape Insurance Services, LLC 7800 South Elati Street, Suite 100 N/A Littleton, Colorado 80120 (303) 225-8030

OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:)



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§ 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.

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§ 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.

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§ 18 Modifications to this bond are as follows: N/A

CONTRACTOR A	S PRIM	NCIPAL		SURETY			
Company:	Not	Applicable	(Corporate Seal)	Company:	Not	Applicable	(Corporate Seal)
Signature:	Not	Applicable		Signature:	Not	Applicable	
Signature: Name and Title:	-	Applicable Applicable		Signature: Name and Title:		Applicable Applicable	

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UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA CERTIFIED COPY OF POWER OF ATTORNEY (original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

DOUGLAS J. ROTHEY, CYNTHIA M. BURNETT, ERIK E. ULIBARRI, WES BUTORAC, ZACHARY ROTHEY, KIM PAYTON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00

and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attomey, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indennity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attomeys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attomey-in-fact.

> IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this



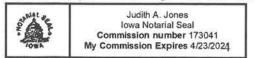
10th day of November, 2017 UNITED FIRE & CASUALTY COMPANY UNITED FIRE & INDEMNITY COMPANY FINANCIAL PACIFIC INSURANCE COMPANY

By: Vice President

State of Iowa, County of Linn, ss:

On 10th day of November, 2017, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

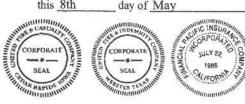


Judoth A g Notary Public My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 8th

, 20 23



By: Mary A Bartoch Assistant Secretary, UF&C & UF&I & FPIC

ACODO	
ACORD	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/9/2023

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 rights to the certificate holder in lieu of such endorsement(s).												
PRODUCER												
CRS Insurance Brokerage												
9780 S Meridian Blvd Suite 400			È-MAII									
Englewood CO 80112			ADDRESS: tdarden@crsdenver.com INSURER(\$) AFFORDING COVERAGE NAIC #									
	INSURER A	24112										
INSURED FORDCON-01				INSURER B : Pinnacol Assurance								
Ford Construction Company, Inc. 560 25 Road			INSURER C :									
Grand Junction CO 81505			INSURER D :									
	INSURER E											
			INSURER F	:								
COVERAGES CER	TIFICAT	E NUMBER: 1875304681				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 SUB		(M	POLICY EFF IM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A X COMMERCIAL GENERAL LIABILITY	Y	4719538		7/1/2022	7/1/2023		000,000					
CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,0	000,000					
						MED EXP (Any one person) \$ 5,0	000					
						PERSONAL & ADV INJURY \$1,0	000,000					
GEN'L AGGREGATE LIMIT APPLIES PER:							000,000					
POLICY X PRO- JECT LOC							000,000					
						\$,00,000					
		4719538		7/1/2022	7/1/2023	COMBINED SINGLE LIMIT	000,000					
X ANY AUTO		47 10000		11 112022	11112025	(Ea accident) BODILY INJURY (Per person) \$,00,000					
OWNED SCHEDULED												
AUTOS ONLY AUTOS						BODILY INJURY (Per accident) \$ PROPERTY DAMAGE						
X AUTOS ONLY X AUTOS ONLY						(Per accident)						
						\$						
A X UMBRELLA LIAB X OCCUR		4719538		7/1/2022	7/1/2023	EACH OCCURRENCE \$5,	000,000					
EXCESS LIAB CLAIMS-MADE						AGGREGATE \$5,	000,000					
DED X RETENTION \$ 0						\$						
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		3078491		1/1/2023	1/1/2024	X PER OTH- STATUTE ER						
	ANYPROPRIETOR/PARTNER/EXECUTIVE					E.L. EACH ACCIDENT \$ 1,000,000						
(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE \$ 1,	000,000					
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$ 1,1	000,000					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICI	ES (ACOR	D 101, Additional Remarks Schedu	ile, may be at	ttached if mor	re space is require	ed)						
RE: Grand Junction Police Department Ent	rance & L	obby Repair			•							
City of Grand Junction is included as additional insured on the General Liability with respect to ongoing operations of the named insured for the certificate holder as required by written contract.												
CERTIFICATE HOLDER	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.											
City of Grand Junction 250 North 5th Street												
250 North 5th Street Grand Junction CO 81501				AUTHORIZED REPRESENTATIVE								
Grand Junction CO 81501	Milanda anduson											
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ACORD [®]	ERTIF	ICATE OF LIAI	BILITY INS	URANC	E		MM/DD/YYYY) 20/2023					
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, subjective this certificate does not confer right	ct to the ter	ms and conditions of th	e policy, certain puch endorsement(s	olicies may i).								
PRODUCER CRS Insurance Brokerage		CONTACT NAME: Samuel Feldman PHONE 202 000 7000										
9780 S Meridian Blvd Suite 400 Englewood CO 80112	PHONE (A/C. No. Exl): 303-99 E-MAIL ADDRESS: sfeldman	303-75	7-7719									
				NAIC #								
		INSURER(S) AFFORDING COVERAGE				41190						
INSURED Ford Construction Company, Inc.		INSURER B : Selective Ins. Co. of America				12572						
560 25 Road Grand Junction CO 81505	INSURER C :											
Grand Junction CO 81505		INSURER D : INSURER E :		2009-20 Provide and 20 Provide and an and 2009-20								
		INSURER F :										
and the second secon		NUMBER: 172428360			REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLIC INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SUC	Requiremen Y Pertain, 7 Ch Policies, 1	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER	DOCUMENT WITH RESPEC	OT TO	WHICH THIS					
INSR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	T T	POLICY EXP (MM/DD/YYYY)	LIMIT	S						
B X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	S2506507	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000						
CLAIMS-MADE X OCCUR					PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 500,0 \$ 15,00						
	-				PERSONAL & ADV INJURY	\$ 1,000						
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 3,000	,000					
POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 3,000 \$,000					
8 AUTOMOBILE LIABILITY		S2506507	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000,					
X ANY AUTO					BODILY INJURY (Per person)	\$						
AUTOS ONLY AUTOS					BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$						
					(Per accident)	\$ \$						
B X UMBRELLA LIAB X OCCUR		S2506507	7/1/2023	7/1/2024	EACH OCCURRENCE	\$5,000	,000					
EXCESS LIAB CLAIMS-M/	DE				AGGREGATE	\$ 5,000	,000					
A WORKERS COMPENSATION		3078491	1/1/2023	1/1/2024	X PER OTH	\$						
AND EMPLOYERS' LIABILITY	N	0010401	11112020	1112024	E.L. EACH ACCIDENT	\$ 1,000	000					
(Mandatory in NH)	1 N/A				E.L. DISEASE - EA EMPLOYEE		······································					
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE · POLICY LIMIT	\$ 1,000	,000					
DESCRIPTION OF OPERATIONS / LOCATIONS / VE		101 Additional Remarks Schools	le may be alleched if wa	la ensea la rocule	ad)							
RE: Grand Junction Police Department I to ongoing operations of the named insu	Entrance & Lo	bby Repair City of Grand	Junction is included			ability v	vilh respect					
CERTIFICATE HOLDER	CANCELLATION											
City of Grand Junction		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.										
250 North 5th Street			AUTHORIZED REPRESENTATIVE									
Grand Junction CO 815	Melanic Lathouwers											
L		<u></u>	L © 19	988-2015 AC	ORD CORPORATION.	All rigi	ite received.					

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