

DAR00BSS

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: **DEVELOPMENT IMPROVEMENTS AGREEMENT**

NAME OF APPLICANT OR DEVELOPER: DARTER, LLC

PROJECT/SUBDIVISION: BROOKSIDE SUBDIVISION, FUTURE F 1/2 ROAD IMPROVEMENT

LOCATION: 30 ROAD AND F 1/2 ROAD

PARCEL NO.: 2943-051-00-068
2943-051-00-069

FILE NO.: FPP-1999-274

CITY DEPARTMENT: COMMUNITY DEVELOPMENT

YEAR: 2000

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

DEVELOPMENT IMPROVEMENTS AGREEMENT

FPP-1999-274

1. **Parties:** The parties to this Development Improvements Agreement ("the Agreement" or "Agreement") are DARTER, LLC ("the Developer") and **THE CITY OF GRAND JUNCTION, Colorado** ("the City" or "City").

FOR valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

2. **Effective Date:** The Effective Date of the Agreement will be the date that this agreement is signed which shall be no sooner than recordation of the final plat or final plan approval whichever first occurs.

RECITALS

The Developer seeks permission to develop property within the City to be known as BROOKSIDE SUBDIVISION, FUTURE F 1/2 Road Improvement, which property is more particularly described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Property and limiting the harmful effects of substandard developments. The purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself and is not executed for the benefit of materialmen, laborers, or others providing work, services or material to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. The mutual promises, covenants, and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and the City's land development ordinances.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer will design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit B attached and incorporated by this reference ("the Improvements" or "Improvements"). The Developer agrees to pay the City for inspection services performed by the City, in addition to amounts shown on Exhibit C. The hourly rate of "in-house" City inspection services is \$45.00 per hour. The scope of this project is such that the City may have to engage independent consultant(s) to adequately provide inspection services; Developer agrees to pay such costs, in addition to all others for which Developer is responsible hereunder. The Developer's obligation to complete the improvements is and will be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement the Developer shall supply a guarantee in a form and with terms acceptable to the City. A copy of which or a memorandum thereof is attached as Exhibit B.

5. **Standards:** The Developer shall construct the Improvements according to the standards and specifications required by the City Engineer or as adopted by the City.

6. **Warranty:** The Developer warrants that the Improvements, each and every one of them, will be free from defects for a period of twelve (12) months from the date that the City Engineer accepts or approves the last Improvement completed by the Developer.

7. **Commencement, Completion and Abandonment Periods:** The Developer will commence work on the Improvements by *September 14, 2001*.
 ___ (set date) ("the Commencement Period") and the Improvements, each and every one of them, shall be completed by *September 15, 2002*.
 ___ (set date) (the "Completion Period"). The Developer shall not cease construction activities for any period of more than 60 consecutive days ("the Abandonment Period").

8. **Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations in effect at the time of final approval when fulfilling its obligations under this Agreement. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after final development approval.

9. **Notice of Defect:** The Developer's Engineer shall provide timely notice to the Developer, contractor, issuer of security and the City Engineer whenever inspection reveals, or the Developer's Engineer otherwise has knowledge, that an improvement does not conform to City standards and any specifications approved in the development application or is otherwise defective. The Developer will have thirty (30) days from the issuance of such notice to correct the defect. The City may grant reasonable extensions.

10. **Acceptance of Improvements:** The City's final acceptance and/or approval of Improvements will not be given or obtained until the Developer presents a document or documents, for the benefit of the City, showing that the Developer owns the Improvements in fee simple or as accepted by the City Attorney and that there are no liens, encumbrances or other restrictions other than those that have been accepted by the City Attorney on the Improvements. Approval and/or acceptance of any Improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the Improvement that is detected or which occurs after approval and/or acceptance.

11. **Reduction of Security:** After the acceptance of any Improvement, the amount which the City is entitled to draw on the guarantee will be reduced by an amount equal to 90 percent of the estimated cost of such Improvement as shown in Exhibit C. At the written request of the Developer, the City will execute a certificate verifying the acceptance of the Improvement and waiving its right to draw on the guarantee to the extent of such amount. A Developer in default under this Agreement will have no right to such certification. Upon the acceptance of all of the Improvements the remaining balance that may be drawn under the guarantee shall be available to the City for 90 days after the expiration of the warranty period.

12. **Use of Proceeds:** The City will use funds deposited with it, drawn or guaranteed pursuant to any written agreement entered into between the parties only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements.

13. **Events of Default:** The following conditions, occurrences or actions will constitute a default by the Developer during the Completion Period:

- a. Developer's failure to complete each portion of the Improvements in conformance with the time schedule provided in paragraph number seven (7.), above;
- b. Developer's failure to demonstrate reasonable intent to correct defective construction of any Improvement within the applicable correction period;
- c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer; in such event the City may immediately declare a default without prior notification to the Developer;
- d. Notification to the City, by any lender with a lien on the property, of a default on an obligation; the City may immediately declare a default without prior notification to the Developer;
- e. Initiation of any foreclosure action of any lien or initiation of mechanics lien(s) procedure(s) against the Property or a portion of the Property or assignment or conveyance of the Property in lieu of foreclosure; the City may immediately declare a default without prior notification to the Developer.

Unless specifically provided herein the City may not declare a default until written notice has been sent to the Developer at the address on file with the development application. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

14. **Measure of Damages:** The measure of damages for breach of this Agreement by the Developer will be the reasonable cost of satisfactorily completing the Improvements plus reasonable City administrative expenses. Administrative expenses may include but are not limited to contracting costs, collection costs and the value of planning, engineering, legal and administrative staff time devoted to the collection/completion of the Improvements. For Improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit C will be *prima facie* evidence of the minimum cost of completion, however, neither that amount or the amount of a letter of credit, the subdivision improvements disbursement agreement or cash escrow or other guarantee establish the maximum amount of the Developer's liability.

15. **City's Rights Upon Default:** When any event of default occurs, the City may draw on the letter of credit, escrowed collateral, or proceed to collect any other security to the extent of the face amount of the credit or full amount of escrowed collateral, cash, or security less ninety percent (90%) of the estimated cost (as shown on Exhibit C) of all Improvements previously accepted by the City or may exercise its rights to disbursement of loan proceeds or other funds under the improvements disbursement agreement. The City will have the right to complete Improvements itself or it may contract with a third party for completion, and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and repairing such Improvements. Alternatively, the City may assign the proceeds of the letter of credit, the improvements disbursement agreement, the escrowed collateral, cash, or other funds or assets to a subsequent developer (or lender) who has acquired the Property by purchase, foreclosure or otherwise who will then have the same rights of completion as the City if and only if the subsequent developer (or lender) agrees in writing to complete the unfinished Improvements and provides to the City reasonable security for the obligation. In addition, the City may also enjoin the sale, transfer, or conveyance of lots within the development, until the Improvements are completed or accepted. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

16. **Indemnification:** The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of the performance or non-performance of work at the Property or the Property being developed pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance or non-performance of work pursuant to this Agreement. The Developer further agrees to aid and defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement except where such suit is brought by the Developer against the City. The Developer is not an agent or employee of the City.

17. **No Waiver:** No waiver of any provision of this Agreement by the City will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any Improvement.

18. **Amendment or Modification:** The parties to this Agreement may amend or modify the Agreement only by written instrument executed on behalf of the City by the City Manager or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

19. **Attorney's Fees:** Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If relief is awarded to both parties, the attorney's fees may be equitably divided between the parties by the decision maker.

20. **Vested Rights:** The City does not warrant by this Agreement that the Developer is entitled to any other approval(s) required by the City, if any, before the Developer is entitled to commence development or to transfer ownership of the Property being developed.

21. **Integration:** This Agreement, together with the exhibits and attachments thereto constitutes the entire agreement between the parties and no statement(s), promise(s) or inducement(s) that is/are not contained in this Agreement will be binding on the parties.

22. **Third Party Rights:** No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement.

23. **Time:** For the purpose of computing the Abandonment and Completion Periods, and time periods for City action, such times in which war, civil disasters, or acts of God occur or exist will not be included if such times prevent the Developer or City from performing its obligations under the Agreement.

24. **Severability:** If any part, term, or provision of this Agreement is held by a court or courts of competent jurisdiction to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

25. **Benefits:** The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property. There is no prohibition on the right of the City to assign its rights under this Agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any developer or lender who obtains the Property, however, no other act of the City will constitute a release of the original Developer from his liability under this Agreement. When the Improvements are completed and approved by the City, the City agrees to state same in writing, with appropriate acknowledgments. The City will sign a release only after all warranty periods, as extended by litigation, repair or alteration work, have expired.

26. **Notice:** Any notice required or permitted by this Agreement will be deemed effective two calendar days after deposit with the United States Postal Service, first class, postage prepaid and addressed as follows:

If to Developer:

DARTER, L.H.C
524 30 - RD # 4
GRAND JUNCTION, CO, 81504

If to City:

City of Grand Junction
Community Development Director
250 N. 5th Street
Grand Junction, Colorado 81501

27. **Recordation:** Developer will pay for all costs to record this Agreement or a Memorandum thereof in the Clerk and Recorder's Office of Mesa County, Colorado.

28. **Immunity:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign or other immunity under any applicable law.

29. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this Agreement whether arising out of or relating to the Agreement, letter of credit, improvements disbursements agreement, or cash escrow agreement or any action to collect security will be deemed to be proper only if such action is commenced in Mesa County, Colorado. The Developer expressly waives his right to bring such action in or to remove such action to any other court whether state or federal.

30. a. **Conditions of Acceptance:** The City shall have no responsibility or liability with respect to any street, or other improvement(s), notwithstanding the use of the same by the public, unless the street or other improvements shall have been finally accepted by the City.

b. **Phased Development:** If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the edge of gutter on his side of the street to enable an initial two-way traffic operation without on-street parking. That Developer is also responsible for end-transitions, intersection paving, drainage facilities, and adjustments to existing utilities necessary to open the street to traffic.

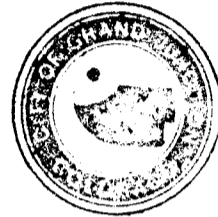
c. Prior to requesting final acceptance of any street, storm drainage facility, or other required improvement(s), the Developer shall: (i) furnish to the City engineer as-built drawings in reproducible form, blue-line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specification; (ii) provide written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon, in and under which the improvements have been constructed, or which are necessary for the improvements, are free from toxic, hazardous or other

regulated substances or materials: (iii) provide written evidence to the City Attorney that the title to lands underlying the improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney.

31. CORRECTIONS. THE PARTIES HEREBY AGREE TO ALL OF THE CORRECTIONS MADE TO THE DOCUMENT HEREIN. Developer Terry Lawrence
City Grand Junction

City of Grand Junction
250 North Fifth Street
Grand Junction CO 81501

Kathleen M. Portman 9-19-00
Director of Community Development KMA date



Attest:

Stephanie My 9-19-00
City Clerk date

By: Terry Lawrence 9/19/00
Developer : DARTER, LLC date
Name (printed): Terry Lawrence

Its (position): Managing Member

Attest:

Wileen Cori 9/19/00
Secretary date

"EXHIBIT A"

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

A tract of land located in the SW 1/4 of the NE 1/4 and SE 1/4 of the NE 1/4 of Section 5, Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a southeasterly corner of a tract of land, whence the E 1/4 corner of Section 5, Township 1 South, Range 1 East, of the Ute Meridian bears S 89° 43' 55" E, 557.59 feet and considering the south line of the SE 1/4 of the NE 1/4 of said Section 5 to bear N 89° 43' 55" W with all other bearings contained herein relative thereto:

1. Thence N 00° 16' 05" E, 30.00 feet;
2. Thence N 45° 16' 05" E, 26.33 feet;
3. Thence N 00° 16' 05" E, 11.38 feet;
4. Thence N 89° 43' 55" W, 88.65 feet;
5. Thence N 00° 06' 14" W, 86.00 feet;
6. Thence N 89° 43' 55" W, 20.79 feet;
7. Thence N 00° 16' 05" E, 118.51 feet;
8. Thence N 83° 13' 37" W, 367.63 feet;
9. Thence N 00° 06' 14" W, 28.84 feet;
10. Thence N 89° 43' 55" W, 79.11 feet;
11. Thence N 51° 13' 34" W, 646.03 feet;
12. Thence N 45° 05' 26" W, 44.00 feet;
13. Thence S 44° 54' 35" W, 176.85 feet;
14. Thence southwesterly 80.59 feet along the arc of a circular curve to the left with a radius of 322.00 feet, a delta of 14° 20' 25" and a chord bearing S 37° 44' 22" W, 80.38 feet;
15. Thence S 51° 13' 34" E, 125.04 feet;
16. Thence S 38° 46' 27" W, 4.57 feet;
17. Thence S 00° 16' 05" W, 194.08 feet;
18. Thence N 89° 43' 55" W, 95.00 feet;
19. Thence S 00° 16' 05" W, 76.00 feet;
20. Thence southeasterly 58.12 feet along the arc of a circular curve to the left with a radius of 37.00 feet, a delta of 90° 00' 00" and a chord bearing S 44° 43' 55" W, 52.33 feet;
21. Thence S 89° 43' 55" E, 56.07 feet;
22. Thence S 00° 16' 05" W, 190.06 feet;
23. Thence S 89° 44' 28" E, 388.22 feet;
24. Thence S 89° 43' 55" E, 764.66 feet to the point of beginning.

Tract of land as described above contains 11.711 acres more or less.

**EXHIBIT B
MORTGAGE**

THIS INDENTURE, made this 13 day of September, 2000, between DARTER, LLC, a Colorado limited liability company, 524 30 Road, Suite 4, Grand Junction, Colorado, of the County of Mesa, and State of Colorado ("Mortgagor"), and THE CITY OF GRAND JUNCTION, a Colorado municipal corporation, 250 North Fifth Street, Grand Junction, Colorado 81501, of the County of Mesa, and State of Colorado ("Mortgagee"), witnesseth:

That Mortgagor, for good and valuable consideration, the receipt of which is acknowledged, does hereby grant, bargain, sell and convey unto Mortgagee, Mortgagee's successors and assigns, the following-described lot or parcel of land situated, lying and being in the County of Mesa, and State of Colorado:

A tract of land located in the SW 1/4 of the NE 1/4 and SE 1/4 of the NE 1/4 of Section 5, Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a southeasterly corner of a tract of land, whence the E 1/4 corner of Section 5, Township 1 South, Range 1 East, of the Ute Meridian bears S 89° 43' 55" E, 557.59 feet and considering the south line of the SE 1/4 of the NE 1/4 of said Section 5 to bear N 89° 43' 55" W with all other bearings contained herein relative thereto:

1. Thence N 00° 16' 05" E, 30.00 feet;
2. Thence N 45° 16' 05" E, 26.33 feet;
3. Thence N 00° 16' 05" E, 11.38 feet;
4. Thence N 89° 43' 55" W, 88.65 feet;
5. Thence N 00° 06' 14" W, 86.00 feet;
6. Thence N 89° 43' 55" W, 20.79 feet;
7. Thence N 00° 16' 05" E, 118.51 feet;
8. Thence N 83° 13' 37" W, 367.63 feet;
9. Thence N 00° 06' 14" W, 28.84 feet;
10. Thence N 89° 43' 55" W, 79.11 feet;
11. Thence N 51° 13' 34" W, 646.03 feet;
12. Thence N 45° 05' 26" W, 44.00 feet;
13. Thence S 44° 54' 35" W, 176.85 feet;
14. Thence southwesterly 80.59 feet along the arc of a circular curve to the left with a radius of 322.00 feet, a delta of 14° 20' 25" and a chord bearing S 37° 44' 22" W, 80.38 feet;
15. Thence S 51° 13' 34" E, 125.04 feet;
16. Thence S 38° 46' 27" W, 4.57 feet;
17. Thence S 00° 16' 05" W, 194.08 feet;
18. Thence N 89° 43' 55" W, 95.00 feet;
19. Thence S 00° 16' 05" W, 76.00 feet;
20. Thence southeasterly 58.12 feet along the arc of a circular curve to the left with a radius of 37.00 feet, a delta of 90° 00' 00" and a chord bearing S 44° 43' 55" W, 52.33 feet;
21. Thence S 89° 43' 55" E, 56.07 feet;
22. Thence S 00° 16' 05" W, 190.06 feet;
23. Thence S 89° 44' 28" E, 388.22 feet;
24. Thence S 89° 43' 55" E, 764.66 feet to the point of beginning.

Tract of land as described above contains 11.711 acres more or less.

To have and to hold the same, together with all and singular the privileges and appurtenances belonging to it forever; provided always, that if Mortgagor, Mortgagor's successors and assigns, shall pay for or cause to be performed the one-half street improvements for F½ Road west of 30 Road, including the curb, gutter, sidewalks, and utilities, as set forth in Exhibit C to the Development Improvement Agreement between the parties dated SEPT 14, 2000, and shall in the meantime keep and perform the covenants and agreements contained in mortgage, then these presents shall be null and void, otherwise remain in full force and effect.

The parties stipulate and agree that the reasonable value of such improvements is \$177,845.00.

That Mortgagor, Mortgagor's successors and assigns, for the above consideration, covenants and agrees to and with Mortgagee, that Mortgagor holds the premises by title in fee simple and warrants title to the same and that the same are free and clear of all liens and encumbrances, except easements, rights-of-way and reservations of record and the liens evidenced by a document recorded on September 15, 1999, in Book 2632 at Page 700 in the records of the Mesa County Clerk and Recorder's Office; and excepting taxes and assessments levied in 2000 and later years and any encumbrance or reservation or restriction, if any, created by filing of the Plat of Brookside Subdivision, Phase 1 and the Declaration of Covenants, Conditions and Restrictions whether said Plat and Declaration are filed before or after this document;

and that Mortgagor will pay in due season all taxes and assessments levied on the premises; that Mortgagor will pay the costs and reasonable attorney's fees incurred by Mortgagee in any foreclosure action, other suit or proceeding, by reason of this mortgage; and that upon default in the obligations in the Development Improvement Agreement secured hereby, or any part of them, or upon the breach of any of the covenants or agreements contained in this mortgage; this mortgage may be foreclosed.

IN WITNESS, Mortgagor has signed and sealed below the day and year first written above.

MORTGAGOR:

DARTER, LLC
a Colorado Limited Liability Company

By Terry Lawrence
Terry Lawrence, Member

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing Mortgage was acknowledged before me this 13 day of September, 2000, by Terry Lawrence, as a Member of Darter, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 5-23-04

Deanna Altenbern
Notary Public



EXHIBIT "C"

IMPROVEMENTS LIST/DETAIL (F 1/2 Road Future Improvements)

(PAGE 1 OF 3)

DATE: 3/29/2000

NAME OF DEVELOPMENT: _Brookside Subdivision, Filing One

LOCATION: 30 Road and F 1/2 Road

PRINTED NAME OF PERSON PREPARING: David Hartmann

	UNITS	TOTAL QTY.	UNIT PRICE	TOTAL AMOUNT
I. SANITARY SEWER				
1. Clearing and grubbing	L.S.			
2. Cut and remove Asphalt	S.Y.		\$ 12.00	
3. PVC sanitary sewer main (incl. trenching, bedding & backfill)	L.F.		\$ 19.00	
4. Sewer Services (incl. Trenching bedding & backfill)	L.F.		\$ 13.75	
5. Sanitary sewer manhole(s)	ea.		\$ 1,800.00	
6. Connection to existing manhole(s)	ea.		\$ 750.00	
7. Aggregate Base Course	S.Y.		\$ 4.50	
8. Pavement replacement	S.Y.		\$ 5.50	
9. Driveway restoration	S.Y.			
10. Utility Adjustments	ea.			
II. DOMESTIC WATER				
1. Clearing and grubbing	L.S.			
2. Cut and remove Asphalt	S.F.		\$ 1.32	
3. Water Main (incl. excavation, bedding, backfill, valves and appurtenances)	L.F.		\$ 14.75	
4. Water services (incl. excavation, bedding, backfill, valves and appurtenances)	L.F.		\$ 15.50	
5. Connect to existing water line	ea.		\$ 2,400.00	
6. Aggregate Base Course	S.Y.		\$ 4.50	
7. Pavement replacement	S.Y.		\$ 5.50	
8. Utility Adjustments	ea.			
III. STREETS				
1. Clearing and grubbing	S.Y.	12500	\$ 0.25	\$ 3,125.00
2. Earthwork, including excavation and embankment construction	C.Y.	4000	\$ 2.75	\$ 11,000.00
3. Utility relocations	ea.			\$ -
4. Aggregate sub-base course (square yard)	S.Y.	1500	\$ 4.50	\$ 6,750.00
				\$ -

	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
5. Aggregate base course (square yard)	S.Y.	4780	\$ 5.30	\$ 25,334.00
6. Sub-grade stabilization	Ton	1000	\$ 8.00	\$ 8,000.00
7. Asphalt or concrete pavement (square yard)	S.Y.	3580	\$ 6.50	\$ 23,270.00
8. Curb, gutter & sidewalk (linear feet)	L.F.	1300	\$ 14.00	\$ 18,200.00
9. Driveway sections (square yard)	S.Y.			\$ -
10. Crosspans, v-pans & fillets	S.F.	0	\$ 7.25	\$ -
11. Retaining walls/ structures	L.F.			\$ -
12. Storm drainage system				
12a. 42" RCP (trenching, bedding, backfill)	L.F.	100	\$ 110.00	\$ 11,000.00
12b. 24" RCP (material only, GJDD labor)	L.F.	1500	\$ 17.00	\$ 25,500.00
12c. Overflow structure	L.S.	1	\$ 2,500.00	\$ 2,500.00
12d. Storm manhole	ea.	4	\$ 2,500.00	\$ 10,000.00
12e. Curb inlet	ea.	3	\$ 1,500.00	\$ 4,500.00
12f. Detention pond grading & structure	ea.			\$ -
12g. Aggregate Base Course	S.Y.	500	\$ 4.50	\$ 2,250.00
13. Signs and other traffic control devices	ea.	1	\$ 1,000.00	\$ 1,000.00
14. Construction staking	L.S.	1	\$ 1,100.00	\$ 1,100.00
15. Dust Control	L.S.			\$ -
16. Street lights (each)	ea.	2	\$ 1,250.00	\$ 2,500.00
17. Geofabric	S.Y.	2500	\$ 1.50	\$ 3,750.00
IV. LANDSCAPING				\$ -
1. Design/Architecture	L.S.			\$ -
2. Earthwork (incl. top soil, fine grading, & berming)	C.Y.			\$ -
3. Hardscape features (includes wall, fencing, and paving)	L.F.			\$ -
4. Plant material and planting	L.S.			\$ -
5. Irrigation system (+rerouting O.W.U. line)	L.S.			\$ -
6. Other features (incl. statues, water displays, park equipment, and outdoor furniture)	L.S.			\$ -
7. Curbing	L.F.			\$ -
8. Retaining walls and structures	S.Y.			\$ -
9. One year maintenance agreement	L.S.			\$ -
V. MISCELLANEOUS				\$ -
1. Design/Engineering	L.S.			\$ -
2. Surveying	L.S.	1	\$ 1,500.00	\$ 1,500.00

	UNITS	TOTAL QUANTITY	UNIT PRICE	TOTAL AMOUNT
3. Developer's inspection costs	L.S.	1	\$ 750.00	\$ 750.00
4. Quality control testing	L.S.	1	\$ 450.00	\$ 450.00
5. Construction traffic control	L.S.	1	\$ 1,500.00	\$ 1,500.00
6. Rights-of-way/Easements	L.S.			\$ -
7. City inspection fees	L.S.	1	\$ 1,800.00	\$ 1,800.00
8. Permit fees	L.S.	1	\$ -	\$ -
9. Recording costs	L.S.	1	\$ -	\$ -
10. Bonds	L.S.			\$ -
11. Newsletters	L.S.			\$ -
12. General Construction Supervision	L.S.	1	\$ 1,000.00	\$ 1,000.00
13. Other	L.S.			\$ -
14. <u>Other: As Built Drawings</u>	L.S.	1	\$ 1,000.00	\$ 1,000.00

TOTAL EST. COST OF FUTURE F 1/2 RD IMPROVEMENTS: \$ 167,779.00
 INFLATION OVER 5 YEARS +6% \$ 177,845.00

SCHEDULE OF IMPROVEMENTS

- I SANITARY SEWER
- II DOMESTIC WATER
- III STREETS - Per Paragraph 7
- IV LANDSCAPING
- V MISCELLANEOUS

I have reviewed the estimated costs and time schedule shown above and based on the plans and the current costs of construction agree to construct and install the Improvements as required above

Reg. K... 9/13/00

SIGNATURE OF DEVELOPER CHARTER, L.I.C. DATE
 (If corporation, to be signed by President and attested MANAGING MEMBER, to by Secretary together with corporate seals.)

Reviewed and approved

Rick Davis
 CITY ENGINEER

9-14-00
 DATE

Kathleen M. Fortman
 COMMUNITY DEVELOPMENT
KKA

9-19-00
 DATE

RELEASE OF IMPROVEMENTS AGREEMENT & GUARANTEE
Grand Junction Community Development Department
FILE FPP-1999-274

This memorandum relates to a certain recorded Improvements Agreement and Guarantee dated September 21, 2000 and recorded at Book 2752, Pages 889 through 901 of the land records of Mesa County, Colorado, by and between DARTER, LLC (Developer) and the City of Grand Junction (City) pertaining to Brookside Subdivision Filing 1 (Project).

Legal Description: See Attached

Whereas, Developer has installed and constructed certain public improvements for F-1/2 Road at and for the Project, which completion was guaranteed by the execution of an Improvements Agreement and Guarantee, and

Whereas, the City of Grand Junction and all other agencies possessing regulatory authority over the Project and/or the improvements have inspected the improvements and have accepted the same,

NOW THEREFORE, officials of the City of Grand Junction and other officials duly representing their agencies, possessing and representing by their signatures, affixed thereto, that they possess sufficient authority to accept improvements and release the portion of the guarantee pertaining to the improvements under their jurisdiction, do accept, sign and release said improvements agreement and guarantee.

CITY OF GRAND JUNCTION:

By: City Engineer *Richard Davis* Date 7/29/03
 City Utilities Manager NA Date _____
 Fire Marshall *Frank Masterson* Date 7/28/03
 Community Development NA Date _____
 Ute Water *Blair Tule* Date 11 Aug 03
 Central Grand Valley Sanitation *Asa B. Borch* Date 8-8-03

In accordance with the above signatures, I hereby certify that the Improvements Agreement & Guarantee and the recording evidencing the agreement and guarantee, at Book 2752, Pages 889 through 901 of the Mesa County land records, have been completed and accepted and in accordance with the provisions of the Grand Junction Zoning and Development Code are hereby released subject to the required warranty period.

~~Director~~ of Community Development *Pat Cecil* Date 8/26/03

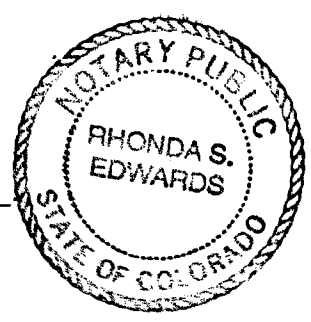
The foregoing instrument was executed before me this 26th day of August, 2003

by *Pat Cecil*, ~~Director~~ of Community Development for the City of Grand Junction, Colorado.

Witness my hand and official seal.

Notary Public *Rhonda S. Edwards*

My commission expires November 28, 2005



"EXHIBIT A"

TYPE LEGAL DESCRIPTION BELOW, USING ADDITIONAL SHEETS AS NECESSARY. USE SINGLE SPACING WITH A ONE INCH MARGIN ON EACH SIDE.

A tract of land located in the SW 1/4 of the NE 1/4 and SE 1/4 of the NE 1/4 of Section 5, Township 1 South, Range 1 East, of the Ute Meridian, County of Mesa, State of Colorado, being more particularly described as follows:

Beginning at a southeasterly corner of a tract of land, whence the E 1/4 corner of Section 5, Township 1 South, Range 1 East, of the Ute Meridian bears S 89° 43' 55" E, 557.59 feet and considering the south line of the SE 1/4 of the NE 1/4 of said Section 5 to bear N 89° 43' 55" W with all other bearings contained herein relative thereto:

1. Thence N 00° 16' 05" E, 30.00 feet;
2. Thence N 45° 16' 05" E, 26.33 feet;
3. Thence N 00° 16' 05" E, 11.38 feet;
4. Thence N 89° 43' 55" W, 88.65 feet;
5. Thence N 00° 06' 14" W, 86.00 feet;
6. Thence N 89° 43' 55" W, 20.79 feet;
7. Thence N 00° 16' 05" E, 118.51 feet;
8. Thence N 83° 13' 37" W, 367.63 feet;
9. Thence N 00° 06' 14" W, 28.84 feet;
10. Thence N 89° 43' 55" W, 79.11 feet;
11. Thence N 51° 13' 34" W, 646.03 feet;
12. Thence N 45° 05' 26" W, 44.00 feet;
13. Thence S 44° 54' 35" W, 176.85 feet;
14. Thence southwesterly 80.59 feet along the arc of a circular curve to the left with a radius of 322.00 feet, a delta of 14° 20' 25" and a chord bearing S 37° 44' 22" W, 80.38 feet;
15. Thence S 51° 13' 34" E, 125.04 feet;
16. Thence S 38° 46' 27" W, 4.57 feet;
17. Thence S 00° 16' 05" W, 194.08 feet;
18. Thence N 89° 43' 55" W, 95.00 feet;
19. Thence S 00° 16' 05" W, 76.00 feet;
20. Thence southeasterly 58.12 feet along the arc of a circular curve to the left with a radius of 37.00 feet, a delta of 90° 00' 00" and a chord bearing S 44° 43' 55" W, 52.33 feet;
21. Thence S 89° 43' 55" E, 56.07 feet;
22. Thence S 00° 16' 05" W, 190.06 feet;
23. Thence S 89° 44' 28" E, 388.22 feet;
24. Thence S 89° 43' 55" E, 764.66 feet to the point of beginning.

Tract of land as described above contains 11.711 acres more or less.

CHANGE ORDER

Number 1

Date: November 3, 2003
To: M M Skyline Contracting, Inc.
From: City of Grand Junction, Department of Public Works and Utilities
Project: **Bass Street Storm Drainage Improvements**

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

The connection to the Buthorn Drain was redesign because the pipe is a CMP instead of an RCP, so a 72" I.D. manhole had to be installed.

Time extension granted because of a delay caused by Xcel Energy and for extra work performed by the Contractor for the City.

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

Original Contract Amount	\$146,154.60
Approved Change Orders	0.00
This Change Order	0.00
Revised Contract Amount	<u>\$146,154.60</u>

Summary of Contract time adjustments:

Original Contract Time	35.	Cal. Days
Approved Change Orders	0.	
This Change Order	5.	
Revised Contract Time	<u>40.</u>	Cal. Days

Construction Start Date: October 13, 2003
Contract Completion Date: November 21, 2003

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

Owner: **City of Grand Junction**

Prepared by: T. Kent Harbert
T. Kent Harbert, Project Engineer

Date: 11/3/03

Recommended by: _____
N/A

Date: _____

Approved by: Don Newton
Don Newton, Engineering Projects Manager

Date: 11/3/03

Contractor: **M M Skyline Contracting, Inc.**

Signature: [Signature]
Name and Title: John W. Chutkan Project Mgr

Date: 11/4/03

MEMORANDUM

Date: November 13, 2003
From: T. Kent Harbert, Project Engineer *Kent*
Subject: **Change Order Processing for Bass Street Storm Drainage Improvements**

- ✓ **Don Newton, Engineering Projects Manager**
 1. Verify/correct funds availability and budget status.
 2. Sign and date at "Recommended by:"
 3. Deliver packet to Mark Relph.

 - **Mark Relph, Public Works Manager**
 1. Sign and date at "Approved by:"
 2. Deliver packet to Mary Sparks.

 - **Mary Sparks, Administrative Assistant**
 1. Obtain signature from the Contractor. ✓
 2. Distribute original change orders to: City Clerk, Contractor. *gave to John 11/17 25*
 2. Distribute copies to Project Engineer, Construction Supervisor and Project Inspector. ✓
-

SUMMARY:

Change Order No. 2

Cost summary:

Original contract amount	\$146,154.60
Previous change orders	0.00
This change order	10,095.00
Revised contract amount	<u>\$156,249.60</u>

Source Fund: Community Development Block Grant

Budget Status: At the time of the award of the construction contract there was an excess of \$51,000 remaining under the grant. This change order will leave \$41,000.

Reasons for the change order:

Under the original design for this projects a strip of asphalt was to be left between the edge of the trench and the patch for the new curb and gutter along the west side of Bass Street. To achieve a better final roadway this strip of asphalt will be removed and the street repaved from the edge of the west gutter to either the edge of the east gutter or the east edge of the trench. Since this paving can be done with a laydown machine rather than by patching, the Contractor has agreed to a lower unit price. The area of asphalt removal and the area of paving both increase by 750 square yards.

CHANGE ORDER

Number 2

Date: November 13, 2003
To: M M Skyline Contracting, Inc.
From: City of Grand Junction, Department of Public Works and Utilities
Project: **Bass Street Storm Drainage Improvements**

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

Under the original design for this projects a strip of asphalt was to be left between the edge of the trench and the patch for the new curb and gutter. To achieve a better final roadway this strip of asphalt will be removed and the street repaved. Since this paving can be done with a laydown machine rather than by patching, the Contractor has agreed to a lower unit price.

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

Original Contract Amount	\$146,154.60
Approved Change Orders	0.00
This Change Order	10,095.00
Revised Contract Amount	<u>\$156,249.60</u>

Summary of Contract time adjustments:

Original Contract Time	35.	Cal. Days
Approved Change Orders	5.	
This Change Order	2.	
Revised Contract Time	<u>42.</u>	Cal. Days

Construction Start Date: October 13, 2003
Contract Completion Date: November 23, 2003

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

Owner: **City of Grand Junction**

Prepared by: T. Kent Harbert Date: 11/13/03
T. Kent Harbert, Project Engineer

Recommended by: Don Newton Date: 11/13/03
Don Newton, Engineering Projects Manager

Approved by: Mark Relph Date: 11/13/03
Mark Relph, Public Works Director

Contractor: **M M Skyline Contracting, Inc.**

Signature: [Signature] Date: 11/17/03
Name and Title: Sooki K. Chintka

**Bass Street Storm Drainage Improvements
Change Order No. 2**

November 13, 2003

Item No.	CDOT, City Ref.	Description	Current Contract [1]			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period [1]	40	Cal. Days	---	---	42	Cal. Days	---	---	2
1	202	Remove Asphalt Mat	1,360.	Sq Yd	\$ 2.60	\$ 3,536.00	2110	Sq Yd	\$ 2.60	\$ 5,486.00	\$ 1,950.00
11	401	Hot Bituminous Pavement (3" thick) (Grading SX) (Binder Grade PG 64-22)	1,500.	Sq Yd	\$ 12.27	\$ 18,405.00		Sq Yd	\$ 12.27		\$ (18,405.00)
CHANGE ORDER NO. 2											
CO 2 -	401	Hot Bituminous Pavement (3" thick) (Grading SX) (Binder Grade PG 64-22) - Revised Unit Price					2250	Sq Yd	\$ 11.80	\$ 26,550.00	\$ 26,550.00
FA [1]		Force Account (minor contract revisions)	---	---	\$ 4,083.80	\$ 4,083.80	---	---	\$ 4,083.80	\$ 4,083.80	\$ 0.00
TOTALS:					\$	146,154.60			\$	156,249.60	\$ 10,095.00

[x] - See Change Order No. "x"

CHANGE ORDER

Number 3

Date: December 9, 2003
To: M M Skyline Contracting, Inc.
From: City of Grand Junction, Department of Public Works and Utilities
Project: **Bass Street Storm Drainage Improvements**

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

- Increase quantities of asphalt removal and replacement to remove poor pavement and improve final roadway.
- Increase stabilization material volume for area with soft subgrade.
- Repair soft spot in roadway.
- Final adjustment of quantities to those actually installed.

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

Original Contract Amount	\$146,154.60
Approved Change Orders	10,095.00
This Change Order	<u>8,591.85</u>
Revised Contract Amount	\$164,841.45

Summary of Contract time adjustments:

Original Contract Time	35.	Cal. Days
Approved Change Orders	7.	
This Change Order	<u>18.</u>	
Revised Contract Time	60.	Cal. Days

Construction Start Date: October 13, 2003
Contract Completion Date: December 11, 2003

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

Owner: **City of Grand Junction**

Prepared by: T Kent Harbert Date: 12/9/03

T. Kent Harbert, Project Engineer

Recommended by: Don Newton Date: 12/9/03

Don Newton, Engineering Projects Manager

Approved by: [Signature] Date: 12/9/03

Mark Relph, Public Works Director

Contractor: **M M Skyline Contracting, Inc.**

Signature: [Signature] Date: 12/10/03

Name and Title: Scott L. Chutkan Project Mgr

**Bass Street Storm Drainage Improvements
Change Order No. 3**

December 9, 2003

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2]				Revised				Change
			Quantity	Units	Unit Price	Extended Price	Quantity	Units	Unit Price	Extended Price	
---	---	Construction Period [1, 2]	42	Cal. Days	---	---	60	Cal. Days	---	---	18
1 [2]	202	Remove Asphalt Mat	2,110.	Sq Yd	\$ 2.60	\$ 5,486.00	2412.8	Sq Yd	\$ 2.60	\$ 6,273.28	\$ 787.28
2	202	Remove ring and cover and cone or lid from existing manhole. Plug pipes with concrete. Fill manhole with pit run	3.	Each	\$ 280.30	\$ 840.90	3	Each	\$ 280.30	\$ 840.90	
3	203	Potholing	8.	Hour	\$ 121.90	\$ 975.20	9	Hour	\$ 121.90	\$ 1,097.10	\$ 121.90
4	209	Dust Abatement	35.	Days	\$ 55.30	\$ 1,935.50	35	Days	\$ 55.30	\$ 1,935.50	
5	210	Reset riprap	130.	Sq Yd	\$ 5.50	\$ 715.00	130	Sq Yd	\$ 5.50	\$ 715.00	
6	210	Reset sign	1.	Each	\$ 135.00	\$ 135.00	2	Each	\$ 135.00	\$ 270.00	\$ 135.00
7	210	Adjust valve box to final grade	2.	Each	\$ 50.00	\$ 100.00	3	Each	\$ 50.00	\$ 150.00	\$ 50.00
8	210	Adjust manhole ring and cover to final grade	2.	Each	\$ 125.00	\$ 250.00	2	Each	\$ 125.00	\$ 250.00	
9	304	Aggregate Base Course (Class 6) (6" thick) and Surface Gravel (3/4" Crushed Rock) (1 1/2" thick) (including grading)	835.	Sq Yd	\$ 6.20	\$ 5,177.00	835	Sq Yd	\$ 6.20	\$ 5,177.00	
10	304	Aggregate Base Course (Class 6) (9" Thick)	1,500.	Sq Yd	\$ 11.00	\$ 16,500.00	1500	Sq Yd	\$ 11.00	\$ 16,500.00	
11 [2]	401	Hot Bituminous Pavement (3" thick) (Grading SX) (Binder Grade PG 64-22)						Sq Yd	\$ 12.27		
12	601	Concrete, Class B (cap 8" sewer line)	0.9	Cu Yd	\$ 192.00	\$ 172.80	4	Cu Yd	\$ 192.00	\$ 768.00	\$ 595.20

**Bass Street Storm Drainage Improvements
Change Order No. 3**

December 9, 2003

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2]			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period [1, 2]	42	Cal. Days	---	---	60	Cal. Days	---	---	18
13	608	Concrete Curb and Gutter (2' wide) (including base course)	44.	Lin. Ft.	\$ 20.70	\$ 910.80	44	Lin. Ft.	\$ 20.70	\$ 910.80	
14	608	Concrete Drive Over Curb and Gutter (3' wide) (including base course)	1,165.	Lin. Ft.	\$ 14.05	\$ 16,368.25	1158	Lin. Ft.	\$ 14.05	\$ 16,269.90	\$ (98.35)
15	625	Construction Surveying	1.	LS	\$ 3,520.00	\$ 3,520.00	1	LS	\$ 3,520.00	\$ 3,520.00	
16	626	Mobilization	1.	LS	\$ 2,851.00	\$ 2,851.00	1	LS	\$ 2,851.00	\$ 2,851.00	
17	629	Survey Monument (re-establish, City-furnished survey box)	2.	Each	\$ 220.00	\$ 440.00	2	Each	\$ 220.00	\$ 440.00	
18	630	Traffic Control (Complete In Place)	1.	LS	\$ 5,775.00	\$ 5,775.00	1	LS	\$ 5,775.00	\$ 5,775.00	
19	630	Traffic Control Plan	1.	LS	\$ 110.00	\$ 110.00	1	LS	\$ 110.00	\$ 110.00	
20	GJ 108.2	8" Gravity Sewer Pipe (SDR 35 PVC) (including bypass active sewage flow)	27.	Lin Ft	\$ 65.50	\$ 1,768.50	40	Lin Ft	\$ 65.50	\$ 2,620.00	\$ 851.50
21	GJ 108.2	12" Irrigation Pipe (PIP)	128.	Lin Ft	\$ 29.25	\$ 3,744.00	128	Lin Ft	\$ 29.25	\$ 3,744.00	
22	GJ 108.2	12" Storm Drain (Reinforced Concrete Pipe)	33.	Lin Ft	\$ 39.80	\$ 1,313.40	33	Lin Ft	\$ 39.80	\$ 1,313.40	
23	GJ 108.2	18" Storm Drain (Reinforced Concrete Pipe)	374.	Lin Ft	\$ 29.80	\$ 11,145.20	374	Lin Ft	\$ 29.80	\$ 11,145.20	
24	GJ 108.2	30" Storm Drain (Reinforced Concrete Pipe)	444.	Lin Ft	\$ 45.25	\$ 20,091.00	444	Lin Ft	\$ 45.25	\$ 20,091.00	
25	GJ 108.3	6" Fitting (Special) (combination of pipe and fittings to route water line over sewer line)	1.	Each	\$ 847.75	\$ 847.75	0	Each	\$ 847.75	\$ 0.00	\$ (847.75)

**Bass Street Storm Drainage Improvements
Change Order No. 3**

December 9, 2003

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2]			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period [1, 2]	42	Cal. Days	---	---	60	Cal. Days	---	---	18
26 [1]	GJ 108.3	12" Fitting (Special) (Connect to 30" RCP, tee and 12" riser with cap and 24" MH ring and cover, elbow, valve and valve box with valve stem extension, concrete slab)	0.	Each	\$ 4,763.80	\$ 0.00	0	Each	\$ 4,763.80	\$ 0.00	
27	GJ 108.3	30" Fitting (Special) (30" x 30" x 12' x 12" Cross) (RCP) (or connect 2 - 12" pipes to 30" pipe)	1.	Each	\$ 1,035.60	\$ 1,035.60	1	Each	\$ 1,035.60	\$ 1,035.60	
28	GJ 108.4	1 1/2" Water Service (pipe and fittings to lower service line under storm drain)	1.	LS	\$ 508.80	\$ 508.80	1	LS	\$ 508.80	\$ 508.80	
29	GJ 108.5	Sanitary Sewer Basic Manhole Components (48" I.D.)	1.	Each	\$ 1,307.20	\$ 1,307.20	1	Each	\$ 1,307.20	\$ 1,307.20	
30	GJ 108.5	Storm Sewer Basic Manhole Components (48" I.D.)	2.	Each	\$ 1,352.25	\$ 2,704.50	2	Each	\$ 1,352.25	\$ 2,704.50	
31	GJ 108.5	Manhole Barrel (D > 5') (48" I.D.)	8.4	Lin Ft	\$ 58.25	\$ 489.30	8.4	Lin Ft	\$ 58.25	\$ 489.30	
32	GJ 108.5	Storm Sewer Basic Manhole Components (60" I.D.)	2.	Each	\$ 2,037.90	\$ 4,075.80	2	Each	\$ 2,037.90	\$ 4,075.80	
33	GJ 108.5	Manhole Barrel (D > 5') (60" I.D.)	9.6	Lin. Ft.	\$ 94.75	\$ 909.60	9.6	Lin. Ft.	\$ 94.75	\$ 909.60	
34	GJ 108.5	Manhole Drop Structure (8" pipe) (including coring and connecting to existing manhole)	1.	Each	\$ 1,173.00	\$ 1,173.00	1	Each	\$ 1,173.00	\$ 1,173.00	
35	GJ 108.5	Connect existing pipe to new manhole	2.	Each	\$ 302.90	\$ 605.80	2	Each	\$ 302.90	\$ 605.80	

**Bass Street Storm Drainage Improvements
Change Order No. 3**

December 9, 2003

Item No.	CDOT, City Ref.	Description	Current Contract [1, 2]			Revised			Change		
			Quantity	Units	Unit Price	Extended Price	Quantity	Units		Unit Price	Extended Price
---	---	Construction Period [1, 2]	42	Cal. Days	---	---	60	Cal. Days	---	---	18
36	GJ 108.6	Connect to existing inlet (including plug outlet pipe)	2	Each	\$ 423.70	\$ 847.40	2	Each	\$ 423.70	\$ 847.40	
37	GJ 108.6	Double Large Area Inlet with Concrete Collar (Type V or Type L directional-vane grates)	1	Each	\$ 2,500.90	\$ 2,500.90	1	Each	\$ 2,500.90	\$ 2,500.90	
38	GJ 108.6	Single Storm Drian Inlet (vertical curb)	2	Each	\$ 1,302.80	\$ 2,605.60	2	Each	\$ 1,302.80	\$ 2,605.60	
CHANGE ORDER NO. 1											
CO 1 1 [1]	GJ 108.5	Storm Sewer Manhole (Special) (72" I.D.) (cast-in-place base) (includes 12" gate valve, valve box and valve stem extension)	1	LS	\$ 5,680.00	\$ 5,680.00	1	LS	\$ 5,680.00	\$ 5,680.00	
CHANGE ORDER NO. 2											
CO 2 1 [2]	401	Hot Bituminous Pavement (3" thick) (Grading SX) (Binder Grade PG 64-22) - Revised Unit Price	2,250	Sq Yd	\$ 11.80	\$ 26,550.00	2552.8	Sq Yd	\$ 11.80	\$ 30,123.04	\$ 3,573.04
FA		Force Account (minor contract revisions)	---	---	\$ 4,083.80	\$ 4,083.80	---	---	\$ 7,507.83	\$ 7,507.83	\$ 3,424.03
TOTALS:						\$ 156,249.60			\$ 164,841.45	\$ 8,591.85	

[x] - See Change Order No. "x"

[x] - See Change Order No. "x"

CHANGE ORDER

Number 4

Date: December 17, 2003
To: M M Skyline Contracting, Inc.
From: City of Grand Junction, Department of Public Works and Utilities
Project: **Bass Street Storm Drainage Improvements**

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

The Contractor was directed to import some roadbase material and regrade areas behind the west curb and gutter to improve access to and from Bass Street, on a time and materials basis to be paid under the Force Account Item.

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

Original Contract Amount	\$146,154.60
Approved Change Orders	18,686.85
This Change Order	677.48
Revised Contract Amount	<u>\$165,518.93</u>

Summary of Contract time adjustments:

Original Contract Time	35.	Cal. Days
Approved Change Orders	25.	
This Change Order	0.	
Revised Contract Time	<u>60.</u>	Cal. Days

Construction Start Date: October 13, 2003
Contract Completion Date: December 11, 2003

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

Owner: **City of Grand Junction**

Prepared by: T. Kent Harbert Date: 12/17/03
T. Kent Harbert, Project Engineer

Recommended by: Don Newton Date: 12/18/03
Don Newton, Engineering Projects Manager

Approved by: Mark Relph Date: 12/19/03
Mark Relph, Public Works Director

Contractor: **M M Skyline Contracting, Inc.**

Signature: [Signature] Date: 12/19/03
Name and Title: Soma W. Chutka Project Mgr