

NOTICE TO PROCEED

Date: October 12, 2010, 2010
Contractor: **Emery Welsh Construction**
Project: **Hawthorne Park Restroom Shelter Construction**

In accordance with the contract dated October 4, 2010 the Contractor is hereby notified to begin work on the Project on or before October 18, 2010. The time of completion shall be nine calendar days from the stated beginning date.

The date of final completion as determined from the stated date and time is December 30, 2010.

CITY OF GRAND JUNCTION, COLORADO



Scott Hockins, Purchasing Supervisor

CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: **Emery Welsh Construction**

By: 

Print Name: EMERY WELSH

Title: OWNER

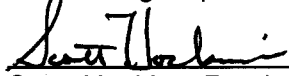
Date: 10-17-10

NOTICE OF AWARD

Date: October 5, 2010

Contractor: Emery Welsh Construction

From: City of Grand Junction
Purchasing Department



Scott Hockins, Purchasing Supervisor

Project: **Hawthorne Park Restroom Shelter Construction**

The City of Grand Junction has considered the Bid submitted by the Contractor for the Project, in response to the Invitation to Bid.


The Contractor is hereby notified that the Bid received from the Contractor for the Project in the amount of \$137,777.93 was accepted by the Grand Junction City Council on October 4, 2010. The Contractor is hereby awarded all or portions of the Project described as: Hawthorne Park Restroom Shelter Construction, the entire project as itemized in the Bid Schedule in the Bid Form.

The Contractor is required to execute and submit four (4) copies of the Contract and submit two (2) copies each of the Performance Bond, Payment Bond and Certificates of Insurance within ten (10) calendar days of the date of this Notice of Award. If the Contractor fails to execute the Contract and furnish the Bonds and Certificates within ten (10) calendar days, the City shall be entitled to forfeiture of the Bid Guaranty to the City. The City shall also be entitled to such other rights as may be granted by law or the Contract Documents.

CONTRACTOR ACKNOWLEDGMENT

Receipt of this Notice to Award is hereby acknowledged:

Contractor: Emery Welsh Construction

By: 

Title: OWNER

Date: 10-11-2010

The Contractor is required to return an acknowledged copy of this Notice of Award to the City.

CITY OF GRAND JUNCTION, COLORADO
DEPARTMENT OF PUBLIC WORKS AND PLANNING
ENGINEERING DIVISION

CONTRACT

This CONTRACT made and entered into this 4th day of October, 2010 by and between the **City of Grand Junction, Colorado**, a Municipal Corporation in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "City" and **Emery Welsh Construction** hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the City advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Hawthorne Park Restroom Shelter Construction**.

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

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

ARTICLE 1

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

- Standard Contract Documents For Capital Improvements Construction (latest edition), completed and signed, as appropriate, by the required parties;
- Bid Documents for the Project; **Hawthorne Park Restroom Shelter Construction**;
- Work Change Requests (directing that changed work be performed);
- Field Orders;
- Change Orders.

ARTICLE 2

Definitions: The definitions provided in the General Contract Conditions apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

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

ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in a written Notice to Proceed from the City, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Special Conditions. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the City as set forth in the Special Conditions. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the City the amounts specified in the Special Conditions.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in this Contract and the Contract Documents, the sum of **One Hundred Thirty-Seven Thousand, Seven Hundred Seventy-Seven Dollars and Ninety-Three Cents (\$137,777.93)** 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 City at the unit prices quoted in the Bid Form. The amount of the Contract Price is and has heretofore been appropriated by the City Council of the City of Grand Junction 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 City. The City 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 City provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made. Written assurance shall be provided in the form of a letter signed by the Public Works Director and certified by the Financial Operations Manager.

Unless otherwise provided in the Special Conditions, 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 City in accordance with the General Contract Conditions.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the City shall publish at least twice in a newspaper of general circulation published in the City a notice that: 1. the City has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefor; 3. thirty days after the first publication, specifying the exact date, the City 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 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the City at the lowest sum that fulfills all conditions of the Contract.

ARTICLE 7

Contract Binding: The City 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 City and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the City 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 City.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent

jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

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

The Contract is executed in four counterparts.

THE CITY OF GRAND JUNCTION, COLORADO

By: *Scott Harkin*
Purchasing Supervisor

10/12/10
Date

ATTEST:

SEAL:

By: *Stephanie Yu*
City Clerk



Emery Welsh Construction
3109 F Road
Grand Junction CO 81504
970/434-8658

By: *Emery Welsh* OWNER
Title

10-11-2010
Date

ATTEST:

CORPORATE SEAL:

By: *Fran Colby* INSURANCE AGENT
Title

Bond # 24829712

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
Emery Welsh dba Emery Welsh Construction, a Sole Proprietor
organized under the laws of the State of Colorado, hereinafter
referred to as the "Contractor" and WESTERN SURETY COMPANY
_____, a corporation organized under the laws of the State of South Dakota
_____, and authorized and licensed to transact business in the State of
Colorado, hereinafter referred to as the "Surety," are held and firmly bound unto the
City of Grand Junction, Colorado, hereinafter referred to as the "City", in the penal sum
of One Hundred Thirty-Seven Thousand Seven Hundred Seventy-Eight and no/100
_____ dollars (\$ 137,778.00), lawful money of the
United States of America, for the payment of which sum the Contractor and Surety bind
themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally by these presents.

WHEREAS, the above Contractor has on the 4th day of October,
2010, entered into a written contract with the City for furnishing all labor, materials,
equipment, tools, superintendence, and other facilities and accessories for the
construction of Hawthorn Park Shelter, Construction of Park Shelter and Bathrooms
_____ (the "Project") and Contract No. _____, if appropriate, in
accordance with the Contract, Special Conditions, Special Provisions, General Contract
Conditions, Contract Drawings, Specifications and all other Contract Documents
therefor which are incorporated herein by reference and made a part hereof, and are
herein referred to as the "Contract".

NOW, THEREFORE, the conditions of this performance bond are such that if the
Contractor:

1. Promptly and faithfully observes, abides by and performs each and every
covenant, condition and part of said Contract, including, but not limited to,
its warranty provisions, in the time and manner prescribed in the Contract,
and
2. Pays the City all losses, damages (liquidated or actual, including, but not
limited to, damages caused by delays in performance of the Contract),
expenses, costs and attorneys' fees, that the City sustains resulting from
3. any breach or default by the Contractor under the Contract,

then this bond is void; otherwise, it shall remain in full force and effect.

IN ADDITION, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the Work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest at the rate of eight percent per annum.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 12th day of October, 2010.

CONTRACTOR: Emery Welsh Construction

By: *Emery Welsh*

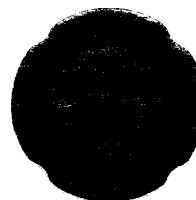
Title: OWNER

ATTEST: _____
Secretary

SURETY: WESTERN SURETY COMPANY

By: *Darren M. Coltrinari*
Darren M Coltrinari

Title: Attorney-in-Fact



(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)



Western Surety Company

PERFORMANCE BOND

Bond Number: 24029712

KNOW ALL PERSONS BY THESE PRESENTS, That we Emery Welsh dba Emery Welsh
Construction of
3109 F Rd., Grand Junction, CO 81504, hereinafter
referred to as the Principal, and Western Surety Company,
as Surety, are held and firmly bound unto City of Grand Junction
of 1340 Gunnison Ave., Grand Junction, CO 81503, hereinafter
referred to as the Obligee, in the sum of One Hundred Thirty-Seven Thousand Seven Hundred
Seventy-Eight and 00/100
Dollars (\$ 137,778.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated the 4th day of October,
2010, for Hawthorn Park Shelter, Construction of Park Shelter and Bathrooms

NOW, THEREFORE, if the Principal shall faithfully perform such contract or shall indemnify and save harmless
the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null
and void; otherwise it shall remain in full force and effect.

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
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.

NO RIGHT OF ACTION shall accrue on this Bond to or for the use of any person or corporation other than the
Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

SIGNED, SEALED AND DATED this 12th day of October, 2010.

Emery Welsh dba Emery Welsh Construction
(Principal)

By _____ (Seal)

Western Surety Company
(Surety)

By  (Seal)
DARREN M COLTRINARI Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 24829712

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint DARREN M. COLTRINARI

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Emery Welsh dba Emery Welsh Construction

Obligee: City of Grand Junction.

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of March 8, 2011, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 12th day of October, 2010.



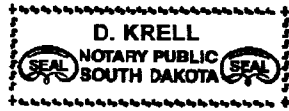
WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 12th day of October, in the year 2010, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires November 30, 2012

D. Krell

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 12th day of October, 2010.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

Bond # 24829712

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
Emery Welsh dba Emery Welsh Construction, a Sole Proprietor organized
under the laws of the State of Colorado, hereinafter referred to as the
"Contractor" and WESTERN SURETY COMPANY
_____, a corporation organized under the laws of the State of South Dakota
_____, and authorized and licensed to transact business in the State of Colorado,
hereinafter referred to as the "Surety," are held and firmly bound unto the City of Grand
Junction, Colorado, hereinafter referred to as the "City," in the penal sum of _____
One Hundred Thirty-Seven Thousand Seven Hundred Seventy-Eight and no/100
_____ dollars (\$ 137,778.00), lawful money of the United
States of America, for the payment of which sum the Contractor and Surety bind
themselves and their heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the above Contractor has on the 4th day of October,
2010, entered into a written contract with the City for furnishing all labor, materials,
equipment, tools, superintendence, and other facilities and accessories for the
construction of Hawthorn Park Shelter, Construction of Park Shelter and Bathrooms
_____ (the "Project") and Contract No. _____, if appropriate, in
accordance with the Contract, Special Conditions, Special Provisions, General Contract
Conditions, Contract Drawings, Specifications and all other Contract Documents
therefor which are incorporated herein by reference and made a part hereof, and are
herein referred to as the "Contract".

NOW, THEREFORE, the condition of this payment bond obligation is such that if
the Contractor shall at all times promptly make payments of all amounts lawfully due to
all persons supplying or furnishing it or its subcontractors with labor, materials, rental
machinery, tools or equipment, used or performed in the prosecution of work provided
for in the above Contract and shall indemnify and save harmless the City to the extent
of any and all payments in connection with the carrying out of such Contract which the
City may be required to make under the law, and for all losses, damages, expenses,
costs, and attorneys' fees incurred by the City resulting from the failure of the
Contractor to make the payments discussed above, then this obligation shall be null
and void, otherwise, it shall remain in full force and effect.

PROVIDE FURTHER, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract Documents, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes. Further, Contractor and Surety acknowledge that the penal sum of this bond shall increase or decrease in accordance with approved changes to the Contract Documents without obtaining the Surety's consent up to a maximum of 20 percent of the penal sum. Any additional increases in the penal sum shall require the Surety's consent.

IN WITNESS WHEREOF, said Contractor and said Surety have executed these presents as of this 12th day of October, 2010.

CONTRACTOR: Emery Welsh Construction

By: *Emery Welsh*

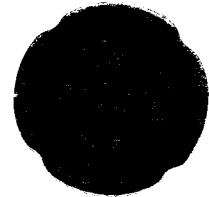
Title: Owner

ATTEST: _____
Secretary

SURETY: WESTERN SURETY COMPANY

By: *Darren M. Coltrinari*
Darren M Coltrinari

Title: Attorney-in-Fact



(Accompany this Bond with the attorney-in-fact's authority from the surety to execute this Bond, certified to include the date of the Bond.)



Western Surety Company

PAYMENT BOND

Bond Number: 24829712

KNOW ALL PERSONS BY THESE PRESENTS, That we Emery Welsh dba Emery Welsh
Construction of
3109 F Rd., Grand Junction, CO 81504, hereinafter
referred to as the Principal, and Western Surety Company,
as Surety, are held and firmly bound unto City of Grand Junction
of 1340 Gunnison Ave., Grand Junction, CO 81503, hereinafter
referred to as the Oblige, in the sum of One Hundred Thirty-Seven Thousand Seven Hundred
Seventy-Eight and 00/100
Dollars (\$137,778.00), for the payment of which we bind ourselves, our legal representatives, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Oblige, dated 4th day of October,
2010, for Hawthorn Park Shelter, Construction of Park Shelter and Bathrooms

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

No suit or action shall be commenced hereunder

- (a) After the expiration of one (1) year following the date on which Principal ceased work on said contract it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

SIGNED, SEALED AND DATED this 12th day of October, 2010.

Emery Welsh dba Emery Welsh Construction
(Principal)

By _____ (Seal)

Western Surety Company
(Surety)

By [Signature] (Seal)
DARREN M COLTRINARI Attorney-in-Fact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2010

PRODUCER (970)243-3421 FAX: (970)242-1894
 Moody-Valley Insurance Agency, Inc.
 PO Box 1509
 604 25 Road
 Grand Junction CO 81502

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Emery Welsh, DBA: Emery Welsh Construction
 3109 F Road
 Grand Junction CO 81504

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Addison Insurance Co

10324

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------------|-------|---|---------------|------------------------------------|-------------------------------------|---|--------------|
| A | | GENERAL LIABILITY | 60333721 | 2/28/2010 | 2/28/2011 | EACH OCCURRENCE | \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100,000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$ 5,000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | | <input type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | <input type="checkbox"/> HIRED AUTOS | | | | | |
| | | <input type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC | \$ |
| | | | | | | AUTO ONLY: AGG | \$ |
| | | EXCESS / UMBRELLA LIABILITY | | | | EACH OCCURRENCE | \$ |
| | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | | RETENTION \$ | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | WC STATU-TORY LIMITS | OTH-ER |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | E.L. EACH ACCIDENT | \$ |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | OTHER | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

A 10-day notice of cancellation will apply in the event of non-payment of premium.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

A Whitlock, CISR/REBB

ACORD 25 (2009/01)
 INS025 (200901)

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FINAL RECEIPT AND RELEASE

Project: Hawthorne Park Shelter
Contractor: Emery Welsh Construction
Final Contract Price: **\$133,377.81**
Final Payment: **\$6,888.90**

The Contractor hereby certifies:

THAT the above noted "Final Contract Price" is the full compensation due under the Contract for the Project;

THAT the above noted "Final Payment" has been received from the City of Grand Junction;

THAT, together with the "Final Payment", amounts totaling the "Final Contract Price" have been received from the City of Grand Junction;

THAT the City of Grand Junction is released from all claims related to the Contract for the Project; and

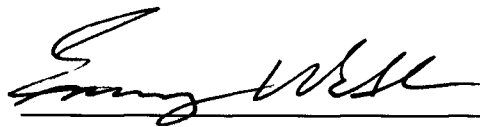
THAT all persons and companies performing labor or furnishing materials for the Project have been paid in full.

Contractor:

By:

Title:

Date:



DWELSH

3-2-11
