

PNC09MEL

TYPE OF RECORD:	NON-PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	PNCI CONSTRUCTION, INC.
SUBJECT/PROJECT:	MELROSE PARK RESTROOM SHELTER CONSTRUCTION
PURCHASE ORDER NO:	IFB-2950-09-SDH
CITY DEPARTMENT:	PARKS AND RECREATION
YEAR:	2009
EXPIRATION DATE:	09/01/ 2009 2059
DESTRUCTION DATE:	01/01/2016

Grand Junction

NOTICE TO PROCEED

Date: June 2, 2009

Contractor: PNCI Construction, Inc.

Project: Melrose Park Shelter Construction

Congratulations on the contract award. You are hereby authorized to proceed with the Work covered by the Contract Documents titled and numbered Melrose Park Shelter Construction IFB-2950-09-SDH for the sum of One Hundred Fifty Four Thousand Five Hundred Twenty Eight Dollars & Seventy Cents (\$154,528.70).

The project is scheduled to be completed by September 1, 2009.

Please notify Mike Vendegna, City of Grand Junction 970-254-3843 before starting work and return to the Purchasing Division an acknowledged copy of this Notice to Proceed, Payment & Performance Bond, and Proof of Insurance.

CITY OF GRAND JUNCTION, COLORADO



Scott Hockins, Purchasing Supervisor

CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor: PNCI CONSTRUCTION INC.

Name: FRANK P. DE SANTES

Title: PRESIDENT

Date: JUNE 3RD 2009



CONTRACT 2950-09-SDH

This CONTRACT made and entered into this **3rd day of June, 2009**, 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 **PNCI Construction, Inc.**, hereinafter in the Contract Documents referred to as the "Contractor."

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 No. **IFB-2950-09-SDH "Melrose Park Restroom Shelter Construction"**; and

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 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:

- Contract Documents for the Project;
 - IFB-2950-09-SDH including:
 - Instruction to Bidders
 - General Contract Documents
 - Scope of Work/Special Conditions
 - Bid Schedule
 - Bid Form
 - Davis Bacon/CDBG Wage Requirements
 - DKO Drawing Set Melrose Park
 - Bid Schedule
- 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.

ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract upon award and to achieve Substantial Completion and Final Completion of the Work by **September 1, 2009**.

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 Fifty Four Thousand Five Hundred Twenty Eight Dollars & Seventy Cents (\$154,528.70)** (the "Contract Price). 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.

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; 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 of 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 there over, 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 City Council. The Contractor has signed this Contract the day and the year first mentioned herein.



Purchasing Division

Invitation for Bid

IFB-2950-09-SDH
Melrose Park Shelter Construction

Responses Due:

May 20, 2009 at 2:00pm
333 West Ave., Building C
Grand Junction, CO 81501

Purchasing Representative:

Scott Hockins
City of Grand Junction, Purchasing Supervisor
scotth@gjcity.org
Phone (970) 244-1484

Scope of Work Questions:

Mike Best
City of Grand Junction, Project Manager
mikeb@gjcity.org
Phone (970) 256-4004

Technical Questions/Owner's Representative:

Kreg Obergfell
DKO Architecture
k.obergfell@comcast.net
Phone (719) 375-3762

May 6, 2009

This solicitation has been developed specifically to solicit competitive responses for the **Melrose Park Reconstruction**, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTIBLE** for this solicitation.

Invitation for Bids

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1. Instructions to Bidders

The City of Grand Junction is soliciting competitive bids from qualified and interested companies for all labor, equipment, and materials required to reconstruct Melrose Park Shelter according to the Plans and Specifications attached. All dimensions and scope of work should be verified by Contractors prior to submission of bids.

- 1.1. Delivery of Bids:** Contractor shall submit a copy of their bid in a sealed envelope marked **IFB-2950-09-SDH, due date, and the bidders name** clearly indicated on the envelope. The due date, time, and address are listed on the front page of this IFB. Late bids will not be considered. Bids will be received and publicly acknowledged at the location, date and time stated. Bidders, their representatives and interested persons may be present. Bids shall be received and acknowledged only so as to avoid disclosure of process. However, all bids shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the bid so identified by Offeror as such will be treated as confidential by the City of Grand Junction (City) to the extent allowable in the Open Records Act.
- 1.2. Printed form for Price Proposal:** All Price Bids must be made upon the Contractor's Bid Schedule Form attached, and should give the amounts both in words and in figures, and must be signed and acknowledged by the bidder.
- 1.3. Exclusions:** No oral, telephonic, emailed, or facsimile bid will be considered
- 1.4. Contract Documents:** The complete IFB and bidder's response compose the Contract Documents. Copies of these documents can be obtained from the Purchasing Division, **333 West Ave., Building C, Grand Junction, CO 81501, 970-244-1533.**
- 1.5. Examination of Specifications:** Bidders shall thoroughly examine and be familiar with the project Statement of Work. The failure or omission of any Offeror to receive or examine any form, addendum, or other document shall in no way relieve any Offeror from any obligation with respect to his bid. The submission of a bid shall be taken as evidence of compliance with this section.
- 1.6. Questions regarding Statement of Work:** Any information relative to interpretation of Scope of Work or specifications shall be requested of the Purchasing Representative, in writing, in ample time prior to the response time.
- 1.7. Addenda & Interpretations:** If it becomes necessary to revise any part of this solicitation, a written addendum will be sent to all known to have received plans & Specifications. The City is not bound by any oral representations, clarifications, or changes made in the written specifications by City employees, unless such clarification or change is provided to bidders in written addendum form from the City

Purchasing Representative. Bidders shall acknowledge receipt of addenda on Contractor's Bid Form & Bidder's Proposal.

- 1.8. **Taxes:** The City is exempt from State retail and Federal tax. The bid price must be net, exclusive of taxes.
- 1.9. **Prices:** In the event of a discrepancy between the prices stated in words and those in figures, the words shall control.
- 1.10. **Offers Binding 60 Days:** Unless otherwise specified, all formal offers submitted shall be binding for sixty (60) calendar days following opening date, unless the Offeror, upon request of the Purchasing Representative, agrees to an extension.
- 1.11. **Assignment:** The bidder shall not sell, assign, transfer or convey any contract resulting from this IFB, in whole or in part, without prior written approval from the City.
- 1.12. **Collusion Clause:** Each bidder by submitting a bid certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all bids shall be rejected if there is evidence or reason for believing that collusion exists among bidders. The City may, or may not, at the discretion of the City's Purchasing Representative, accept future bids for the same services or commodities from participants in such collusion.
- 1.13. **Public Disclosure Record:** If the bidder has knowledge of their employee(s) or sub-contractors having an immediate family relationship with a City employee or elected official, the bidder must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

2. General Contract Conditions for City Construction Projects

- 2.1. **The Contract:** The Contract Documents for the Contract. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Addendums.
- 2.2. **The Work:** The term Work includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.3. **Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed in not less than triplicate by the Owner (City) and Contractor. City

will provide the contract. By executing the contract, the Contractor represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment 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 City are, and shall remain, City property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

- 2.4. 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 his 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 himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Contractor's Application for Payment, the Owner will determine the amounts owing to the Contractor and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he 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 their agents or employees, or any other persons performing any of the work.
- 2.5. 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 his 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 he 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.
- 2.6. 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 his authorized representative.

- 2.7. Award of Sub-Contractors & Other Contracts for Portions of the Work:** As soon as practicable after bids are received and prior to the award of the contract, the successful Offeror shall furnish to the Owner, 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 Offeror in writing if, after due investigation, has reasonable objection to any person or organization on such list. Failure of the Owner to make an objection to any person or organization on the list prior to the award shall constitute acceptance of such person or organization. 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 Offeror may, prior to the award, withdraw their proposal without forfeiture of proposal security. If the successful Offeror 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 their discretion, accept the increased proposal or may disqualify the Offeror. 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.
- 2.8. Supervision and Construction Procedures:** The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- 2.9. 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 so conforming to these standards may be considered defective. If required by Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If within ten (10) days after written notice to the Contractor requesting such repairs or replacement, the Contractor should neglect to make or undertake with due diligence to the same, the City may make such repairs or replacements. All indirect and direct costs of such correction or removal or replacement shall be at the Contractor's expense. The Contractor will also bear the expenses of making good all work of others

destroyed or damaged by the correction, removal or replacement of his defective work.

- 2.10. 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 bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. 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, he shall assume full responsibility and shall bear all costs attributable.
- 2.11. Responsibility for those Performing the Work:** The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all sub-contractors, their agents and employees, and all other persons performing any of the work under a contract with the Contractor.
- 2.12. Bid Bond:** Each Bid shall as a guaranty of good faith on the part of the Bidder be accompanied by a Bid Guaranty consisting of: a certified or cashier's check drawn on an approved national bank or trust company in the state of Colorado, and made payable without condition to the City; or a **Bid Bond** written by an approved corporate surety in favor of the City. The amount of the Bid Guaranty shall not be less than 5% of the total Bid amount. Once a Bid is accepted and a Contract is awarded, the apparent successful bidder has ten calendar days to enter into a contract in the form prescribed and to furnish the bonds with a legally responsible and approved surety. Failure to do so will result in forfeiture of the Bid Guaranty to the City as Liquidated Damages.
- 2.13. 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. These bonds shall remain in effect for the duration of the Warranty Period (as specified in the Special Conditions). Contractor shall also furnish other bonds that may be 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.

- 2.14. Progress Schedule:** The Contractor, if required, immediately after being awarded the contract, shall prepare and submit for the Owner's approval an estimated progress schedule for the work. The progress schedule shall be related to the entire project to the extent required by the contract documents. This schedule shall indicate the dates for the starting and completion of the various stages of construction and shall be revised as required by the conditions of the work, subject to the Owner's approval.
- 2.15. 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.
- 2.16. Cleanup:** The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of work he shall remove all his waste materials and rubbish from and about the project, as well as all his tools, construction equipment, machinery and surplus materials.
- 2.17. Insurance Requirements:** The Contractor agrees to procure and maintain, at his own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this section. Such insurance shall be in addition to any other 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 this section by reason of his failure to procure or maintain insurance in sufficient amounts, durations, or types.
- 2.17.1.** Commercial General Liability Insurance Policy with minimum combined single limits of \$1,000,000 per occurrence and \$1,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.
- 2.17.2.** Comprehensive Automobile Liability Insurance, which includes coverage of all, owned, non-owned and rented vehicles with a minimum of \$1,000,000 combined single limit for each occurrence.
- 2.17.3.** Required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form.
- 2.17.4.** All insurance shall be purchased from an insurance company licensed to do business in Colorado that has a financial rating of B+ VII or better as assigned by the BEST Rating Company or equivalent.

- 2.18. Indemnification:** The Offeror shall defend, indemnify and save harmless the City of Grand Junction, State of Colorado, 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 Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.
- 2.19. Miscellaneous Conditions:** Material Availability: Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid. It is the responsibility of the bidder to notify the City immediately if materials specified are discontinued, replaced, or not available for an extended period of time. OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the City may require the services to be redone at no additional expense to the City.
- 2.20. Time:** 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, or as established as entered on the Price Proposal Form. The Date of Substantial Completion of the work or designated portions thereof is the date certified by the Owner when construction is sufficiently complete, in accordance with the Contract Documents.
- 2.21. Progress & Completion:** The Contractor shall begin work on the date of commencement as defined in the Contract, and shall carry the work forward expeditiously with adequate forces and shall complete it within the contract time.
- 2.22. Delays & Extensions of Time:** If the contract is delayed at any time in the progress of the work by any act or neglect of the Owner, by any employee of the Owner, by any separate contractor employed by the Owner, by changes ordered in the work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, or any cause beyond the Contractor's control, or by delay authorized by the Owner pending arbitration, or by any cause which the Owner determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. All claims for extension of time shall be made in writing to the Owner no more than fifteen (15) days after the occurrence of the delay otherwise they shall be waived. In the case of the continuing cause of delay only one claim is necessary.

- 2.23. 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 City of Grand Junction's Project Manager will promptly make such inspection and, when he 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. Partial payments will be based upon estimates, prepared by the Contractor, of the value of Work performed and materials placed in accordance with the Contract Documents.
- 2.24. Retention:** The City will deduct money from the partial payments in amounts considered necessary to protect the interest of the City and will retain this money until after completion of the entire contract. The amount to be retained from partial payments will be ten (10) percent of the value of the completed work, but 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.
- 2.25. 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 them from damage, injury or loss. He 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, he shall restore, at his 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.
- 2.26. 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.

- 2.27. 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, he 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.
- 2.28. 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.
- 2.29. 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.
- 2.30. 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 discover 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, he 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.

3. Scope of Work/Special Conditions

3.1. General: The City of Grand Junction is soliciting competitive bids from licensed, qualified and interested companies for all labor, equipment, and materials required to reconstruct Melrose Park Shelter and site work at 1827 N. 26th Street, according to the Plans and Specifications.

3.2. Plans & Specifications: See DKO Architecture Plan Set. Plans will be available electronically at the City of Grand Junction website. Bidders are welcome, at their own cost, to make copies of the plan sets by going to: <http://www.gjcity.org/CityDeptWebPages/PublicWorksAndUtilities/Engineering/InvitationstoBidBidSchedules.htm> or a Plaza Reprographics at 141 N. 3rd Street, Grand Junction, CO 81501.

3.3. Addenda: If necessary, addenda will be posted on the City of Grand Junction website at: <http://www.gjcity.org/CityDeptWebPages/PublicWorksAndUtilities/Engineering/InvitationstoBidBidSchedules.htm>

3.4. Engineer's Estimate: For bonding purposes, the engineer's estimate is \$165,000.

3.5. Funding: This project is being funded in part with Federal funds through the Community Development Block Grant Program. The Bidder must complete and submit all forms provided in the Bid Documents and must adhere to Davis Bacon Wage Requirements.

3.6. Prequalification Requirement: Contractors submitting bids over \$50,000 must be pre-qualified in accordance with the City's "*Rules and Procedures for Pre-qualification of Contractors.*" All bids received by the specified time will be opened, but the City will reject bids over \$50,000 from contractors who have not been prequalified. Application forms for prequalification are available at the Administration Office of the Department of Public Works and Planning, City Hall, 250 North Fifth Street, Room 245. Call 970-244-1555 for additional information. Application link: [Prequalification Application](#)

3.7. Tentative Project Schedule:

- | | |
|---------------------------|-------------------|
| • Bid Documents Available | May 6, 2009 |
| • Bid Opening | May 20, 2009 |
| • Notice to Proceed | June 3, 2009 |
| • Begin Construction | June 10, 2009 |
| • Substantial Completion | September 1, 2009 |

IFB-2950-09-SDH

Melrose Park Shelter Construction

3.8. Bidding Submittal Documents: Include the following completed documents with your submission.

- ✓ **Contractor's Bid Form**
- ✓ **Bid Schedule**
- ✓ **Bid Bond**

IFB-2950-09-SDH

Melrose Park Shelter Construction



Contact:
Scott Hockins, Purchasing Supervisor
(970) 244-1484

LEGAL NOTICE

Acct. No. 205712

Published: *The Daily Sentinel*

DATE: May 6, May 10, 2009

INVITATION FOR BIDS

IFB-2950-09-SDH
Melrose Park Construction

The City of Grand Junction is inviting competitive sealed bids for the construction of Melrose Park Shelter Construction. Construction proposals will be received for one prime contract.

IFB Solicitation documents are available by contacting the City Purchasing Division, 333 West Ave., Building C, Grand Junction CO. 81501, telephone (970) 244-1484. Drawings will be available at the City of Grand Junction website
www.gjcity.org/CityDeptWebPages/PublicWorksAndUtilities/Engineering/Engineering.htm

The City of Grand Junction will receive sealed bids at the Purchasing Division Office located at 333 West Ave., Building C, Grand Junction, CO. 81501, until 2:00 p.m. local prevailing time, May 20, 2009. The bids will be received and be publicly opened and read aloud. No bids shall be received after the specified hour and bids which are not prepared and filed strictly in accordance with the "Contract Documents" may be rejected.

The City reserves the right to waive irregularities and to reject any or all bids.

Scott Hockins
Purchasing Supervisor

End of Public Notice

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

that we, _____ (_____ an individual, ___ a partnership, ___ a corporation incorporated in the State of _____) as Principal, and _____ (incorporated in the State of _____) as Surety, are held and firmly bound unto the City of Grand Junction, Colorado, (hereinafter called "City") in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has submitted the accompanying Bid dated _____ for construction of _____ (the Project) for the City and

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit with the City either a cashier's check or a certified check equivalent to not less than five percent of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in event of a failure to execute the proposed Contract for such construction and to provide the required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as a penalty for the Principal's failure to perform.

NOW, THEREFORE, if the Principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of said Contract, provide Certificates of Insurance as required by said Contract, and provide all other information and documentation required by the Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and the City prevails, the principal and surety shall pay all costs incurred by the City in such suit, including reasonable attorneys' fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Dated this _____ day of _____, 20__.

Principal: _____

Address: _____

Signed: _____

(seal)

Title: _____

Surety: _____

Address: _____

Signed: _____

(seal)

Title: _____

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.

Attach a copy of the power-of-attorney for the Surety's agent.

BID FORM

BID DATE: _____

PROJECT: Melrose Park

OWNER: City of Grand Junction (hereinafter "the Owner")

PROPOSAL SUBMITTED BY: _____

(Hereinafter "the Bidder") Bidder's Name Telephone #

Address

PART 1: TERMS AND CONDITIONS

The undersigned Bidder, in compliance with the Invitation to Bid and the Instructions to Bidders, having examined the General Contract Conditions, Special Conditions, Specifications, and Drawings, and any and all Addenda thereto; having investigated the location of, and conditions affecting the proposed work; hereby proposes to furnish all labor, materials and supplies, and to construct and perform all work for the Project in accordance with Contract Documents, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid Form is a part.

The undersigned Bidder does hereby declare and stipulate that this bid is made in good faith without collusion or connection to any person or persons bidding for the same work, and that it is made in pursuance of, and subject to, all terms and conditions of the Instructions to Bidders, the Specifications and Drawings, and all other Bidding Documents, all of which have been examined by the undersigned.

The Bidder also agrees that if awarded the Contract, to provide insurance certificates within ten (10) working days of the date of Notification of Award. Submittal of this proposal will be taken by the Owner as a binding covenant that the Bidder will be prepared to start the Project within **10 working days** after Notification to Proceed.

The City of Grand Junction reserves the right to make the award on the basis of the bid deemed most favorable, to waive any formalities or technicalities and to reject any or all bids. It is further agreed that this bid may not be withdrawn for a period of sixty (60) calendar days after closing time.

RECEIPT OF ADDENDA: the undersigned Bidder acknowledges receipt of the following Addenda to the Advertisement to Bid, Specifications, Drawings and other Contract Documents.

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

Addendum No. _____ Dated: _____ By: _____

Melrose Park Site Work Bid Schedule Sheet 5/20/2009 Company _____

Item No.	Spec. Reference	Description	Quantity	Units	Unit Price	Total Price
1	104.4	4 inch SDR 35 sanitary sewer pipe from structure to existing sanitary sewer main	70	LF	\$	\$
2	102.7c/108.4	3/4" Water service line (Type K Copper) From Hall Ave to new structure	70	LF	\$	\$
3	208	Inlet protection	2	EA	\$	\$
4	208	Concrete washout	1	EA	\$	\$
5	608.06	Sidewalk 6 feet wide 4 inches thick including 4 inches of class 6 ABC.	40	SY	\$	\$
6	620	Portable sanitary facility	1	EA	\$	\$
7	625	Construction surveying	1	EA	\$	\$
8	626	Mobilization	1	LS	\$	\$
9	630	Traffic Control for site security	1	LS	\$	\$
10	630	Traffic Control Plan	1	LS	\$	\$
11	Plan Set	Restroom Shelter	1	LS	\$	\$
12	FA	Force Account	1	LS	\$	\$ 3000.00
Total Price Written \$					Total	\$

BIDDER CERTIFICATIONS

- A. Equal Employment Opportunity – Executive Order 11246
- B. Section 3 and Segregated Facilities Certification
- C. Noncollusion Affidavit of Prime Contractor

**CERTIFICATE OF BIDDER
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS:

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

If the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after the bid opening. No contract will be awarded unless such a report is submitted.

CERTIFICATE OF BIDDER

Name and address of bidder (including zip code):

1. Bidder has participated in a previous contract or subcontract subject to Equal Opportunity Clause.
 _____ Yes _____ No

2. Compliance reports were required to be filed in connection with such a contract or subcontract.
 _____ Yes _____ No _____ Not applicable

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 _____ Yes _____ No _____ Not applicable

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 _____ Yes _____ No

Submitted By: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATE OF BIDDER
REGARDING SECTION 3 AND SEGREGATED FACILITIES

Project Name: _____

Bidder: _____

The undersigned hereby certifies that:

- a. The provisions of Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment of lower-income persons and opportunities for contracting for local firms, will be included in the contract and all subcontracts.

- b. No segregated facilities will be maintained as required by Title VI of the Civil Rights

Act of 1964

Submitted By: _____

Title: _____

Signature: _____

Date: _____

NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says that:

1. He is the _____ of _____, the bidder that has submitted the attached bid;
2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or the bid of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Grand Junction or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including the affiant.

Signed: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, _____

By: _____
Notary Public

My commission expires: _____

**REQUIRED FORMS FOR PROJECTS FUNDED IN WHOLE OR IN PART BY
COMMUNITY DEVELOPMENT BLOCK GRANT MONIES**

The work to be performed in this project is being funded, in whole or part, using Federal Community Development Block Grant (CDBG) monies. Federal procurement regulations require that the following items must be completed and submitted with your bid for consideration for contract award:

- A. Forms for Section 3 of the Housing and Urban Development Act of 1968:
 - Preliminary Statement of Work Force Needs
 - Affirmative Action Plan for Use of Project Area Businesses
 - Statement of Actual Work Force Needs
- B. Solicitation of Minority and Women Owned Business
- C. Contractor Ownership Information
- D. Subcontractor Ownership Information

Your completed forms shall be evaluated in assisting the City in determining responsiveness to federal regulatory compliance and may be used to determine whether or not the Contractor is responsible for the purposes of awarding the bid.

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**PRELIMINARY STATEMENT OF WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding\$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER- INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

AFFIRMATIVE ACTION PLAN FOR USE OF PROJECT AREA BUSINESSES

PROJECT: _____

COMPANY: _____

NUMBER OF ALL SUBCONTRACTORS PROPOSED: _____

DOLLAR VALUE OF ALL SUBCONTRACTS PROPOSED: \$ _____

To the greatest extent feasible contracts will be awarded through negotiations or bid to qualified project area businesses (businesses located within the Grand Junction city limits).

Goal of these contracts for project area businesses:

<u>Proposed type of subcontract</u>	<u>Approximate cost</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Outline the affirmative action plan to achieve these goals:

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

**STATEMENT OF ACTUAL WORK FORCE NEEDS
AND GOALS FOR USING LOWER INCOME RESIDENTS**

Project: _____

NOTE: Contractors shall, to the greatest extent possible, give lower income residents (individuals residing in the City having an annual family income not exceeding \$30,320) opportunities for employment and training on CDBG projects.

Please fill out the following employee information.

	CURRENT EMPLOYEES	CURRENT MINORITY EMPLOYEES	CURRENT FEMALE EMPLOYEES	ESTIMATED EMPLOYEES NEEDED FOR PROJECT	GOALS FOR RECRUITING LOWER-INCOME RESIDENTS
SKILLED					
SEMI-SKILLED					
UNSKILLED					
TRAINEE					

Methods to be used to achieve these goals: _____

(ATTACH ADDITIONAL PAGES IF NECESSARY)

SUBMITTED BY: _____
 TITLE: _____
 SIGNATURE: _____
 COMPANY NAME: _____
 DATE: _____

NOTE: This form is to be submitted to the City's Engineer fifteen (15) days after start of construction.

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

SOLICITATION OF MINORITY AND WOMEN OWNED BUSINESSES

Indicate below actions taken to solicit minority and women-owned businesses where subcontractors are used in completing the project.

Solicited the following Minority/Female Businesses:

_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date
_____ Contractor Name	_____ Phone
_____ Individual Contacted	_____ Date

SUBMITTED BY: _____

TITLE: _____

SIGNATURE: _____

COMPANY NAME: _____

DATE: _____

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

CONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

Complete the following information below:

1. Legal Business Name:

2. Legal Business Address, including Zip Code

1. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

Name, Title, and Address of the owner, partners and/or officers

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

____ White ____ Black ____ Hispanic ____ Asian ____ Native American

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

**CITY OF GRAND JUNCTION
COMMUNITY DEVELOPMENT BLOCK GRANT**

SUBCONTRACTOR OWNERSHIP INFORMATION

Project Name: _____

Complete the following information below:

1. Legal Business Name:

2. Legal Business Address, including Zip Code

3. 9 + digit Federal ID # of Business (or SS No. of Principle Owner)

Name, Title, and Address of the owner, partners and/or officers

Name

Title

Address

<u>Name</u>	<u>Title</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Indicate the Ethnicity or Race of the Principle Ownership of the Contractor:

____ White ____ Black ____ Hispanic ____ Asian ____ Native American

The undersigned certify that the above information is true to the best of their knowledge.

Name of Owner or Authorized Representative

Date

**SUPPLEMENTAL CONDITIONS
FOR PROJECTS FUNDED IN WHOLE OR PART BY
COMMUNITY DEVELOPMENT BLOCK GRANTS**

ITEM F, PART I - FEDERAL REQUIREMENTS

The Contractor shall at all times during the execution of the project strictly adhere to, and comply with, all applicable federal, state and local laws, and their implementing regulations, as they currently exist and may hereafter be amended, which are incorporated herein by this reference as terms and conditions of the project and/or contract. The Contractor shall also comply with and require compliance with these statutes and regulations in sub-agreements permitted with sub-contractors. A listing of some of the federal laws that may be applicable to the Work include:

- A. Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- B. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- C. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).
- D. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)
- E. Standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- F. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
- G. Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable, in accordance with U.S.C. and/or CFR.
- H. The Hatch Act (5 U.S.C. 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
- I. 42 USC 6101 et.seq., 42 USC 2000d, 29 USC 794, and implementing regulation, 45 CFR Part 80 et.seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.
- J. The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611
- K. Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et. seq.).

- L. The Age Discrimination Act of 1975 and its implementing regulation, 24 CFR Part 146.
- M. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 as amended, and implementing regulation 45 CFR Part 84.
- N. Architectural Barriers Act, 42 U.S.C. 4151-4157; 24 CFR Parts 40 and 41.
- O. 24 CFR Part 85, concerning “Records retention, access to records, breach of contract and termination and bonding and insurance, Debarred contractors, and minority owned businesses”.
- P. Title VI of the Civil Rights Act of 1964 and implementing regulations.
- Q. 24 CFR Part 570; specifically including but not limited to 570.502, 503, 506 and 570.600 et. seq., sub-part K as applicable.
- R. 24 CFR Part 87 concerning “Lobbying.”

The Contractor shall include the foregoing provisions in any and all subcontract(s) and shall furthermore furnish certification/evidence of compliance to the City of its and any subcontractor’s compliance when requested by the City. Sanctions for non-compliance include but are not limited to withholding of payment and/or cancellation, termination, or suspension of the contract in whole or in part.

ITEM F, PART II -FEDERAL STATUTORY AND REGULATORY PROVISIONS

PURPOSE: The work to be performed under this Agreement is one an activity funded all or in part with federal Community Development Block Grant (CDBG) funds and is subject to applicable federal laws and regulations. This part contains the federal laws and regulations with which the CONTRACTOR/ SUBCONTRACTOR(S) is/are required to comply in the performance of the work. The contractual provisions of Special Provisions Item F Part II are made a part of the contract, and are hereby incorporated into this Agreement by this reference. In the event of any conflict in the provisions of this Part II and any other provisions not found in Part II, without specific statement of supersedure, the provisions of this Part II shall apply.

2. ACTIVITY RECORDS.

- a. Records to be Kept and Retention Period. Activity records shall be created and maintained by the CONTRACTOR, with respect to all matters covered by this Contract. Said records shall include, but are not limited to, accounting, purchasing, property, personnel, employment and fiscal matters relating to the project. Said records shall also include, but not be limited to, applicant, beneficiary, and employee information on race, age, sex, disability and familial status, if any. Such records concerning applicant and beneficiaries shall, in addition, include verifiable information on family address, family income (housing activities shall retain household income data which shall include income from all family members and other nonrelated members living in the household), and household size. All project records shall be retained by the CONTRACTOR for a period of three years after its receipt of the final payment of after all pending matters are closed, whichever date is later.
- b. Source Documentation. ALL CONTRACTOR costs, expenditures and obligations hereunder must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subcontract award documents or other documents showing in detail the nature of such costs and obligations.
- c. Record Accessibility. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this contract on the project shall be clearly identified and be made readily accessible to the CITY, HUD, and Comptroller General of the U.S., or any of their duly authorized representatives, upon request therefore, for the purpose of making audits, reviews, evaluations, excerpts and transcriptions. At such times and in such

Form as may be required, the CONTRACTOR shall furnish to the CITY, HUD, or the Comptroller General of the U.S. any of the records, reports, data, information or other documents enumerated in this paragraph. The CONTRACTOR shall furnish such information at no cost.

3. ACCOUNTING AND FINANCIAL MANAGEMENT.

- a. Bonding Requirements. For all agreements involving construction work exceeding \$100,000, in addition to CITY requirements, the following items shall be required as a minimum to be submitted by the CONTRACTOR/SUBGRANTEE to the CITY as a condition of the execution of this Agreement, a bid guarantee equivalent to five percent of the bid price, a

performance bond for 100 percent of the agreement price, and a payment bond for 100 percent of the agreement price.

- b. Indirect Costs Prohibition. All costs to be reimbursed by the CITY to the CONTRACTOR shall be direct costs. Such direct costs shall be identified in an Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved shall be eligible for reimbursement, unless the CONTRACTOR/SUBGRANTEE already has a cost allocation plan meeting the Office of Management and Budget Circular, A-87 requirements, incorporated herein by reference and written documentation that the plan has been approved by HUD which shall also be incorporated herein by reference.
- c. Administrative Requirements and Cost Principles. CONTRACTOR, which is not governmental entities, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non Profit Organizations", OMB Circular No. A-21 "Cost Principles for Educational Institutions," or 48 CFR Part 31 for for-profit organizations, and with the Attachment to OMB Circular No. A-110, as applicable.

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing Office of Labor Relations
Federal Labor Standards Provisions and Urban Development
 Form HUD-4010 (07/2003)
 Previous edition is obsolete Ref. Handbook 1344.1

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) **Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination.

The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 12150140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime

contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and Trainees.** (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be

paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) **Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: Whoever, for the purpose of . . . influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees.

No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a

territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS BACON WAGE RATE DETERMINATION

General Decision Number: CO080007 05/01/2009 CO7
Superseded General Decision Number: CO20070007

State: Colorado
Construction Type: **BUILDING**

Counties: Jefferson and Mesa Counties in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	04/04/2008
3	05/02/2008
4	07/04/2008
5	08/15/2008
6	09/05/2008
7	10/03/2008
8	10/24/2008
9	12/05/2008
10	01/02/2009
11	04/03/2009
12	05/01/2009

BRCO0007-008 01/01/2009

JEFFERSON COUNTY

	Rates	Fringes
BRICKLAYER.....	\$ 22.95	9.07

CARP9901-005 05/01/2008

	Rates	Fringes
CARPENTER		
All Other Work.....	\$ 25.75	8.49

ELEC0068-006 06/01/2008

JEFFERSON COUNTY

	Rates	Fringes
ELECTRICIAN		
(Including Low Voltage Wiring and Installation of Fire Alarms, Telephones, Communications Systems and Temperature Controls).....	\$ 30.00	10.82

ELEC0969-004 06/01/2007

MESA COUNTY

	Rates	Fringes
ELECTRICIAN		
(Including Low Voltage Wiring and Installation of Fire Alarms, Telephones, Communications Systems and Temperature Controls).....	\$ 20.31	8.56

ELEV0025-002 01/01/2009		
	Rates	Fringes
Elevator Constructor.....	\$ 35.71	18.285
FOOTNOTE:		
a. Employer contributes 8% of basic hourly rate for over 5 years' service and 6% basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit.		
PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Friday after Thanksgiving Day; and Christmas Day.		

IRON0024-001 11/01/2008		
	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.80	8.86

LABO0720-002 05/01/2003		
	Rates	Fringes
Laborers:		
Brick Tender/Finisher.....	\$ 14.20	4.55

* PAIN0079-003 12/02/2008		
	Rates	Fringes
PAINTER		
(Excluding Drywall Finishing/Taping)		
Brush and Roller.....	\$ 17.99	5.59
Spray.....	\$ 18.99	5.59

PAIN0930-001 07/01/2008		
	Rates	Fringes
GLAZIER.....	\$ 27.55	6.75

PLAS0577-001 05/01/2007		
	Rates	Fringes
Cement Mason/Concrete Finisher...	\$ 23.80	8.25

PLUM0003-007 08/02/2008

JEFFERSON COUNTY

	Rates	Fringes
PLUMBER (Excluding HVAC work).....	\$ 33.02	10.20

 PLUM0145-003 05/01/2008

MESA COUNTY

	Rates	Fringes
PLUMBER (Excluding HVAC work) & PIPEFITTER (Including HVAC pipe).....	\$ 23.90	9.10

 PLUM0208-006 06/01/2008

JEFFERSON COUNTY

	Rates	Fringes
PIPEFITTER (Including HVAC pipe).....	\$ 32.95	10.27

 SHEE0009-001 07/01/2008

	Rates	Fringes
Sheet metal worker (Includes HVAC duct and installation of HVAC systems).....	\$ 29.30	11.32

 SUCO2001-017 12/20/2001

	Rates	Fringes
Carpenters:		
Acoustical, Drywall Hanging/ Framing and Metal Studs.....	\$ 15.95	1.31
Formbuilding/Formsetting....	\$ 17.55	3.70
Drywall Finisher/Taper.....	\$ 14.43	
Laborer, common.....	\$ 10.40	2.62
Mechanical Insulator/Asbestos Worker (Includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems).....	\$ 12.05	.48

 WELDERS - Receive rate prescribed for craft performing
 operation to which welding is incidental.

General Decision Number: CO080014 05/01/2009 CO14

Superseded General Decision Number: CO20070014

State: Colorado

Construction Type: **HIGHWAY**

Counties: Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, El Paso, Jefferson, Larimer, Mesa, Pueblo and Weld Counties in Colorado.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	05/02/2008
3	06/06/2008
4	07/04/2008
5	10/03/2008
6	10/24/2008
7	03/20/2009
8	05/01/2009

* ELEC0012-005 03/01/2009

PUEBLO COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation)		
Electrical work where the total cost is \$150,000 or less.....	\$ 22.97	10.54
Electrical work where the total cost is over \$150,000.	\$ 27.13	10.66
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
 Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50
 All work outside of these areas shall be paid Zone 2 rates.

 ELEC0068-012 06/01/2008

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS,
 JEFFERSON, LARIMER AND WELD COUNTIES

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation).....	\$ 30.00	10.82
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
 Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50
 All work outside of these areas shall be paid Zone 2 rates.

 ELEC0113-005 06/01/2008

EL PASO COUNTY

	Rates	Fringes
ELECTRICIAN.....	\$ 27.80	3%+12.55
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
 Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50

All work outside of these areas shall be paid Zone 2 rates.

 ELEC0969-005 06/01/2007

MESA COUNTY

	Rates	Fringes
ELECTRICIAN (Excluding traffic signal installation).....	\$ 20.31	8.56
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation		
Zone 1.....	\$ 23.83	13.75%+4.75
Zone 2.....	\$ 26.83	13.75%+4.75

TRAFFIC SIGNAL INSTALLER ZONE DEFINITIONS

Zone 1 shall be a 35 mile radius, measured from the following addresses in each of the following cities:
 Colorado Springs - Nevada & Bijou
 Denver - Ellsworth Avenue & Broadway
 Ft. Collins - Prospect & College
 Grand Junction - 12th & North Avenue
 Pueblo - I-25 & Highway 50
 All work outside of these areas shall be paid Zone 2 rates.

 * ENGI0009-002 05/01/2009

	Rates	Fringes
Power equipment operators:		
Asphalt Screed.....	\$ 23.67	9.22
Bituminous or Asphalt Spreader/Laydown Machine....	\$ 23.67	9.22
Bulldozer.....	\$ 23.67	9.22
Crane: 50 tons and under...	\$ 23.82	9.22
Crane: 51 to 90 tons.....	\$ 23.97	9.22
Crane: 91 to 140 tons.....	\$ 24.12	9.22
Crane: 141 tons and over....	\$ 24.88	9.22
Drill Operator: William		
MF/Watson 2500 only.....	\$ 23.97	9.22
Grader/Blade: Finish.....	\$ 23.97	9.22
Grader/Blade: Rough.....	\$ 23.67	9.22
Loader: Barber Green, etc. & Up to and including 6 cubic yards.....		
	\$ 23.67	9.22
Loader: Mechanic/Welder (heavy duty).....		
	\$ 23.97	9.22
Loader: Over 6 cubic yards..		
	\$ 23.82	9.22
Mechanic and/or Welder (Includes heavy duty & combination mechanic and welder):.....		
	\$ 23.82	9.22
Oiler.....	\$ 22.97	9.22
Power Broom: 70 HP and over..	\$ 23.67	9.22
Power Broom: Under 70 HP....	\$ 22.97	9.22
Roller (excluding dirt & soil compaction): Self-propelled, all types over 5 tons.....		
	\$ 23.67	9.22

Painters:

Brush.....	\$ 16.94	2.10
Spray.....	\$ 16.99	2.87

Power equipment operators:

Backhoes.....	\$ 16.54	4.24
Bobcat/Skid Loader.....	\$ 15.37	4.28
Compactor - Dirt & Soil Only.....	\$ 16.70	3.30
Concrete Pump Operator.....	\$ 16.52	4.30
Drill Operator: All except William MF/ Watson 2500.....	\$ 16.74	2.66
Forklift.....	\$ 15.91	4.09
Post Driver/Punch Machine...\$	16.07	4.41
Rotomill Operator.....	\$ 16.22	4.41
Tractor.....	\$ 13.13	2.95

TRAFFIC SIGNALIZATION:

Traffic Signal Installation

Groundman Class C.....	\$ 11.44	3.25
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Truck drivers:

Floats-Semi Truck.....	\$ 14.86	3.08
Multipurpose Truck- Specialty & Hoisting.....	\$ 14.35	3.49
Pickup Truck (Includes Pilot and Sign/Barricade Truck).....	\$ 13.93	3.68
Single Axle Truck.....	\$ 14.24	3.77
Truck Mechanic.....	\$ 16.91	3.01

TEAM0435-002 05/01/2000

	Rates	Fringes
Truck drivers:		
Distributor Truck.....	\$ 15.80	5.27
Dump Truck: Over 14 cubic yards to and including 29 cubic yards.....	\$ 15.27	5.27
Dump Truck: Over 29 cubic yards to and including 79 cubic yards.....	\$ 15.80	5.27
Dump Truck: Over 79 cubic yards.....	\$ 16.45	5.27
Dump Truck: To and including 6 cubic yards & over 6 cubic yards to and including 14 cubic yards;		
Water Truck.....	\$ 14.93	5.27
Low Boy Truck.....	\$ 17.25	5.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



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DATE 06/04/2009

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Ph. (970) 244-1484

Fax (970) 244-1427

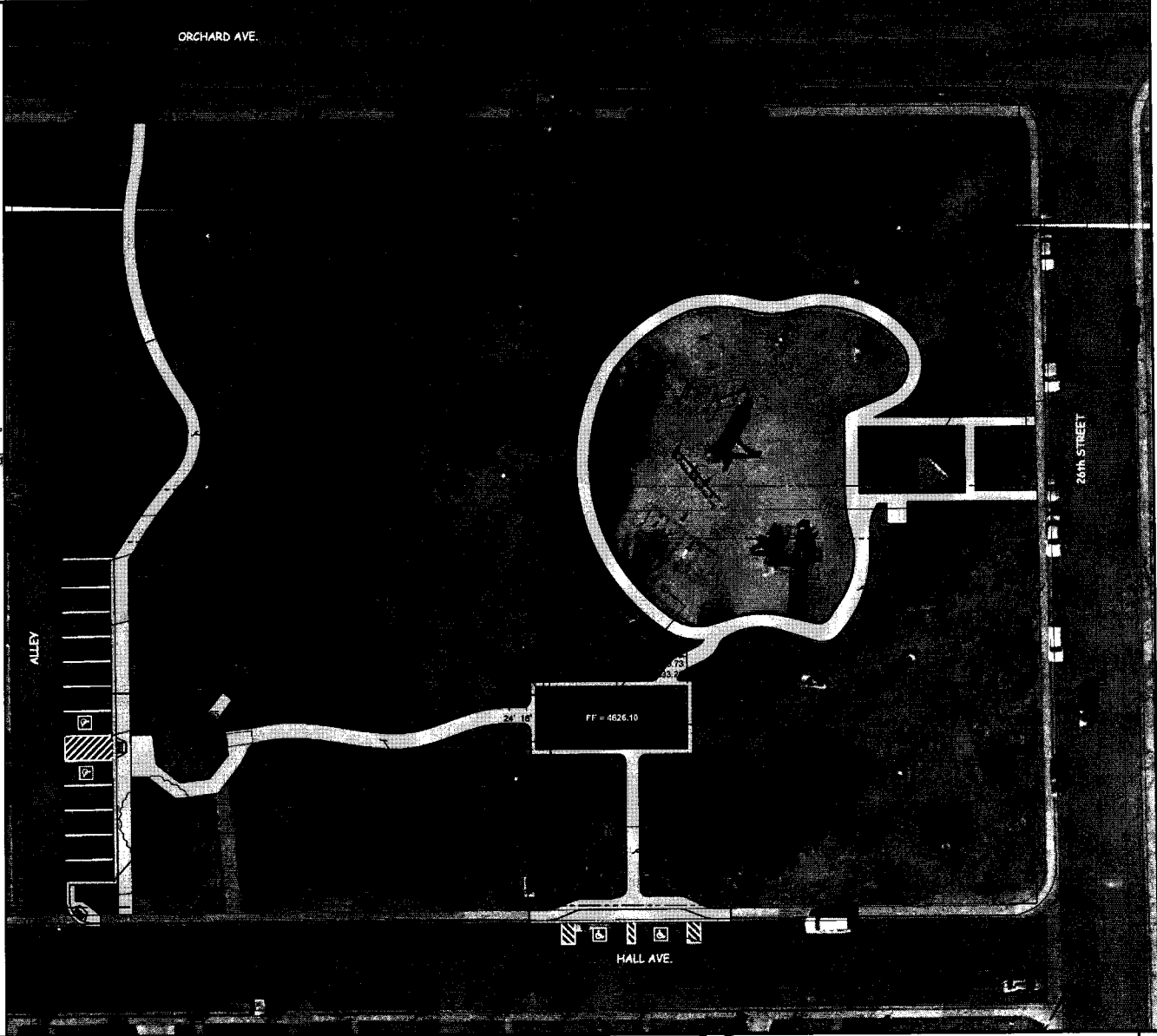
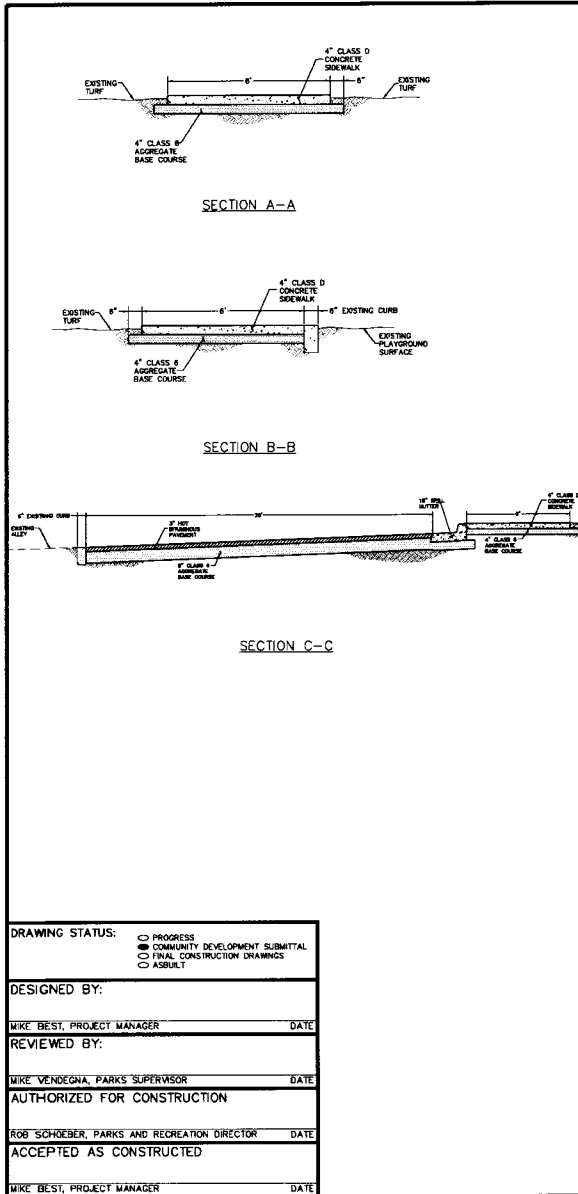
Vendor
VENDOR NO. 2785
PNCI Construction, Inc.
553 25 1/2 Road
Grand Junction, CO 81505
Phone: 242-3548 Fax: 242-0844

PAGE 1 of 1
SHIP VIA
DELIVER BY 06/03/2009
FREIGHT TERMS
Buyer Name: Scott D Hockins
Buyer Email: scotth@ci.grandjct.co.us

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	CONTRACT SERVICES - Retainage 201-710-385-380.8215 - Facility Improvements 15,452.87 G0914	Open	15,452.8700	\$15,452.87
1.0000	Each	CONTRACT SERVICES - Melrose Park Restroom 201-710-385-380.8215 - Facility Improvements 139,075.83 G0914	Open	139,075.8300	\$139,075.83
PURCHASE ORDER TOTAL					\$154,528.70

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: Scott Hockins



DRAWING STATUS:		<input type="radio"/> PROGRESS
		<input type="radio"/> COMMUNITY DEVELOPMENT SUBMITTAL
		<input type="radio"/> FINAL CONSTRUCTION DRAWINGS
		<input type="radio"/> ASBUILT
DESIGNED BY:		
MIRE BEST, PROJECT MANAGER	DATE	
REVIEWED BY:		
MIRE VENEGNA, PARKS SUPERVISOR	DATE	
AUTHORIZED FOR CONSTRUCTION		
ROB SCHOEBER, PARKS AND RECREATION DIRECTOR	DATE	
ACCEPTED AS CONSTRUCTED		
MIRE BEST, PROJECT MANAGER	DATE	

REVISION	DESCRIPTION	DATE	DRAWN BY	DATE
REVISION A			JAH	3/2009
REVISION B			JAH/CMB	3/2009
REVISION C				
REVISION D				

SCALE	1" = 20'
-------	----------



PUBLIC WORKS
AND UTILITIES
ENGINEERING DIVISION

MELROSE PARK
SITE, WATER/SEWER, LIGHTING AND LANDSCAPE
PLAN



MELROSE PARK SHELTER

1827 North 26th Street

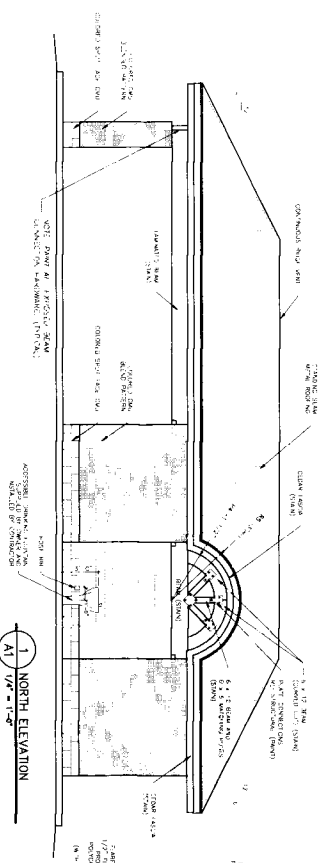
CITY OF GRAND JUNCTION, CO

OWNER:
CITY OF GRAND JUNCTION
ATTN: Mike Best
250 5th 5th Street
Grand Junction, CO 80501
(970)256-4004 (970)201-3357

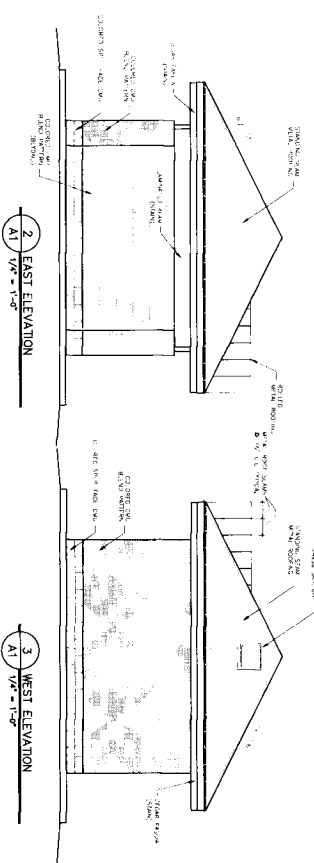
ARCHITECT:
DKO ARCHITECTURE, PC
ATTN: Kreg Obergrill
1109 Glergery Pl
Colorado Springs, CO 80921
(719)375-3762

STRUCTURAL:
LINDAUER DUNN, INC
ATTN: Frank Rinaldi
802 Road
Grand Junction, CO 81501
(970)244-0900

MECHANICAL/ELECTRICAL:
BURKE ASSOCIATES
ATTN: John Cunningham
2518 Monument Road
Grand Junction, CO 81503
(970)243-9090

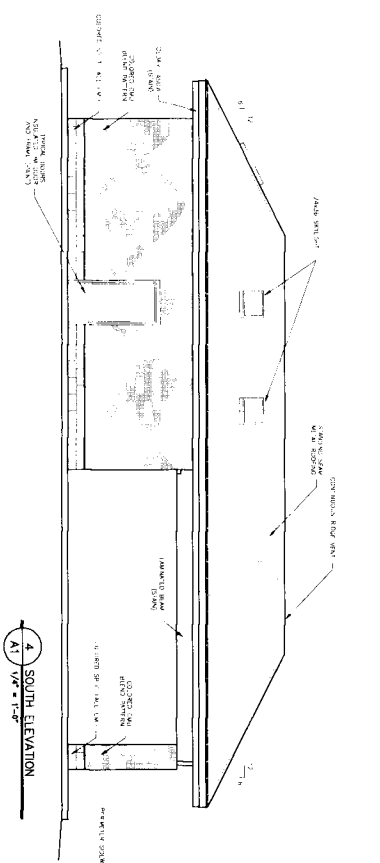


1 NORTH ELEVATION
1/4" = 1'-0"

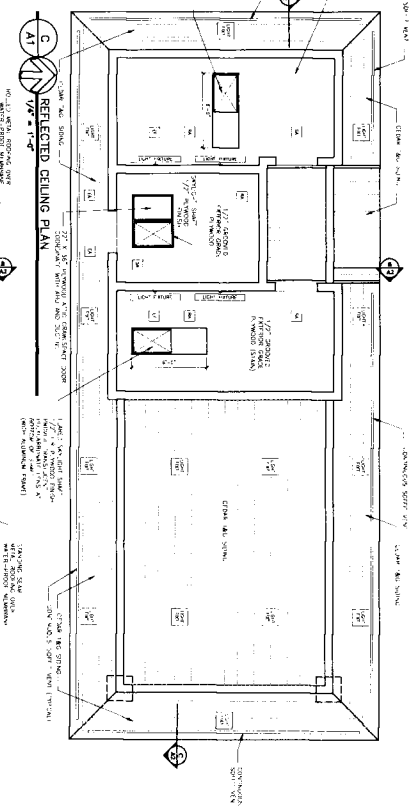


2 EAST ELEVATION
1/4" = 1'-0"

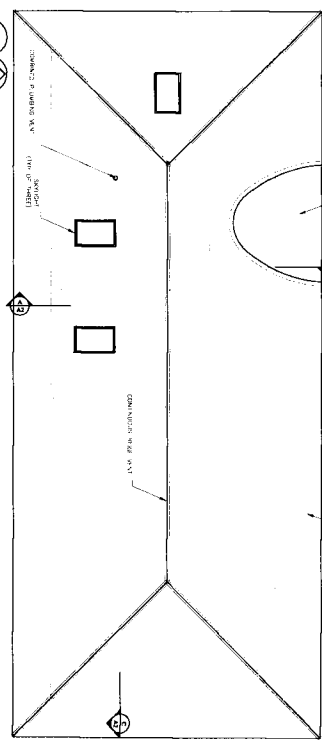
3 WEST ELEVATION
1/4" = 1'-0"



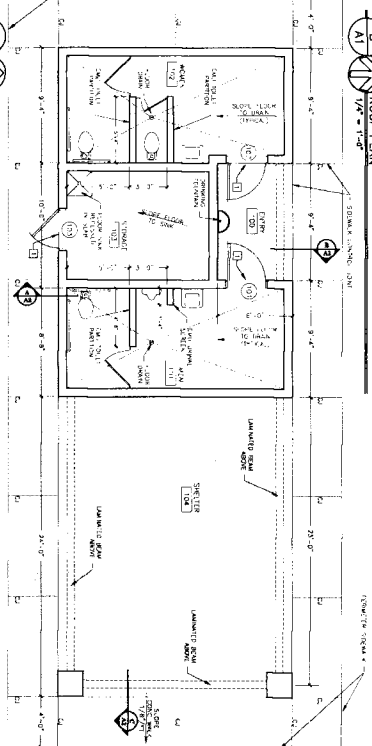
4 SOUTH ELEVATION
1/4" = 1'-0"



C REFLECTED CEILING PLAN
1/4" = 1'-0"



B ROOF PLAN
1/4" = 1'-0"



A FLOOR PLAN
1/4" = 1'-0"

FINISH SCHEDULE

NO.	DESCRIPTION	QTY	UNIT	FINISH
1	WOOD SIDING	100	SQ. FT.	WOOD SIDING
2	CONCRETE	50	SQ. FT.	CONCRETE
3	METAL ROOFING	200	SQ. FT.	METAL ROOFING
4	WOOD SIDING	150	SQ. FT.	WOOD SIDING
5	CONCRETE	75	SQ. FT.	CONCRETE
6	METAL ROOFING	300	SQ. FT.	METAL ROOFING
7	WOOD SIDING	200	SQ. FT.	WOOD SIDING
8	CONCRETE	100	SQ. FT.	CONCRETE
9	METAL ROOFING	150	SQ. FT.	METAL ROOFING
10	WOOD SIDING	100	SQ. FT.	WOOD SIDING
11	CONCRETE	50	SQ. FT.	CONCRETE
12	METAL ROOFING	250	SQ. FT.	METAL ROOFING
13	WOOD SIDING	150	SQ. FT.	WOOD SIDING
14	CONCRETE	75	SQ. FT.	CONCRETE
15	METAL ROOFING	300	SQ. FT.	METAL ROOFING
16	WOOD SIDING	200	SQ. FT.	WOOD SIDING
17	CONCRETE	100	SQ. FT.	CONCRETE
18	METAL ROOFING	150	SQ. FT.	METAL ROOFING
19	WOOD SIDING	100	SQ. FT.	WOOD SIDING
20	CONCRETE	50	SQ. FT.	CONCRETE

DOOR SCHEDULE

NO.	DESCRIPTION	QTY	UNIT	FINISH
1	WOOD SIDING	100	SQ. FT.	WOOD SIDING
2	CONCRETE	50	SQ. FT.	CONCRETE
3	METAL ROOFING	200	SQ. FT.	METAL ROOFING
4	WOOD SIDING	150	SQ. FT.	WOOD SIDING
5	CONCRETE	75	SQ. FT.	CONCRETE
6	METAL ROOFING	300	SQ. FT.	METAL ROOFING
7	WOOD SIDING	200	SQ. FT.	WOOD SIDING
8	CONCRETE	100	SQ. FT.	CONCRETE
9	METAL ROOFING	150	SQ. FT.	METAL ROOFING
10	WOOD SIDING	100	SQ. FT.	WOOD SIDING
11	CONCRETE	50	SQ. FT.	CONCRETE
12	METAL ROOFING	250	SQ. FT.	METAL ROOFING
13	WOOD SIDING	150	SQ. FT.	WOOD SIDING
14	CONCRETE	75	SQ. FT.	CONCRETE
15	METAL ROOFING	300	SQ. FT.	METAL ROOFING
16	WOOD SIDING	200	SQ. FT.	WOOD SIDING
17	CONCRETE	100	SQ. FT.	CONCRETE
18	METAL ROOFING	150	SQ. FT.	METAL ROOFING
19	WOOD SIDING	100	SQ. FT.	WOOD SIDING
20	CONCRETE	50	SQ. FT.	CONCRETE

CODE COMPLIANCE NOTES:

1. REFER TO ALL APPLICABLE LOCAL, STATE, FEDERAL AND INTERNATIONAL CODES.

2. REFER TO ALL APPLICABLE LOCAL, STATE, FEDERAL AND INTERNATIONAL CODES.

3. REFER TO ALL APPLICABLE LOCAL, STATE, FEDERAL AND INTERNATIONAL CODES.

DRAWING INDEX:

A FLOOR PLAN

B ROOF PLAN

C REFLECTED CEILING PLAN

1 NORTH ELEVATION

2 EAST ELEVATION

3 WEST ELEVATION

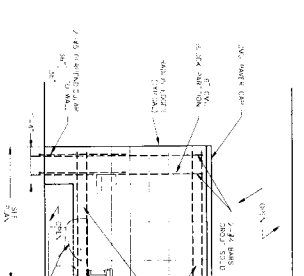
4 SOUTH ELEVATION

MELROSE PARK SHELTER
1827 N 26TH ST
GRAND JUNCTION, CO

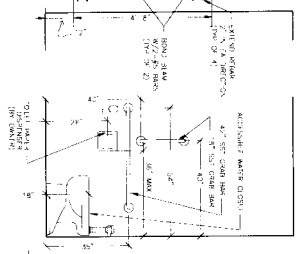
DKO ARCHITECTURE, PC
1108 OLDSMART PLACE
GRAND JUNCTION, CO 81502
970.246.8822
www.dkoarch.com

A1

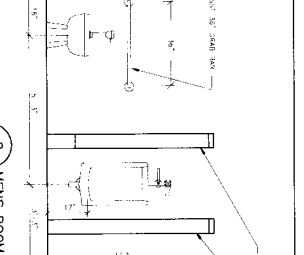
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TIME: 09:43:08
USER: dko



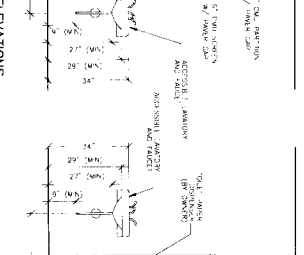
3 TYPICAL INTERIOR PARTITION (URINAL SCREEN SIM.)
A2 3/4" = 1'-0"



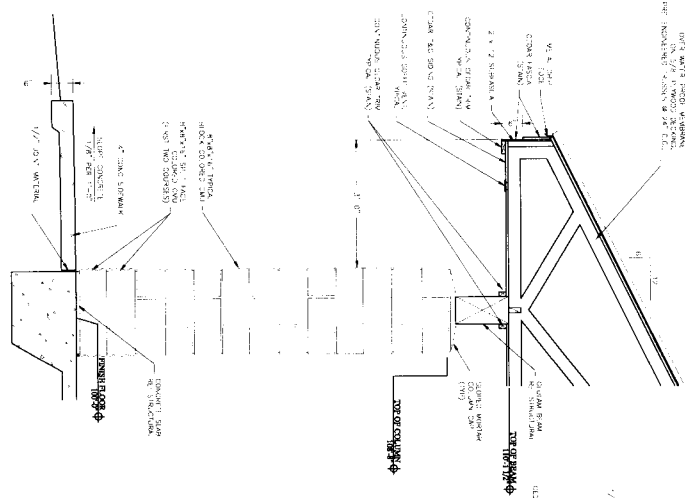
2 MENS ROOM ELEVATIONS
A2 1/2" = 1'-0"



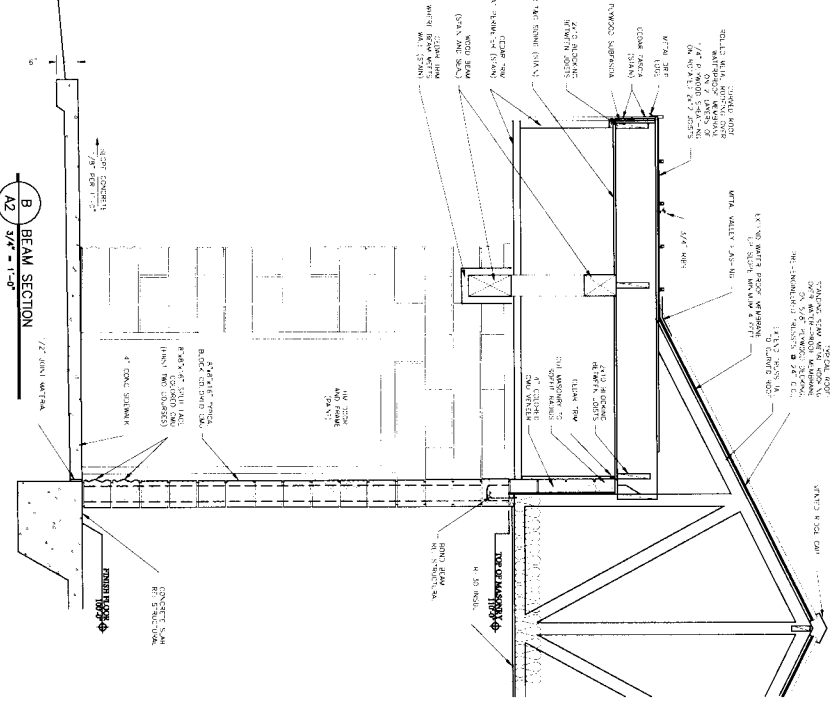
1 WOMENS ROOM ELEVATIONS
A2 1/2" = 1'-0"



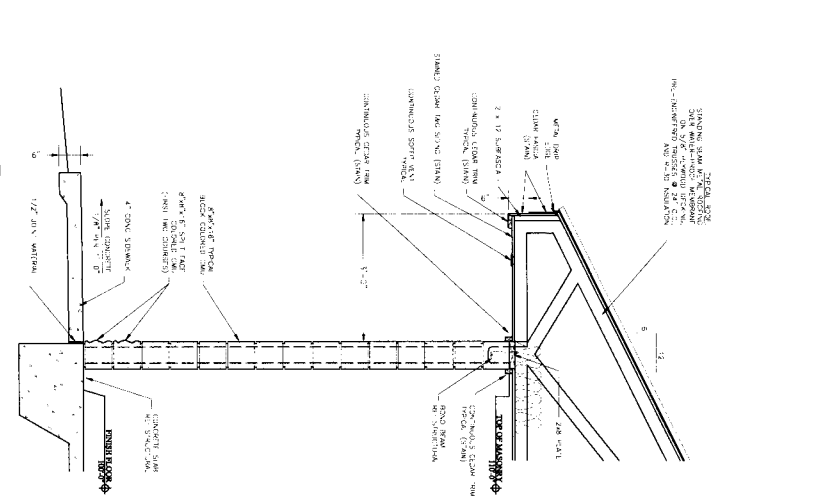
4 CMU BLEND PATTERN
A2 3/4" = 1'-0"



C WALL SECTION
A2 3/4" = 1'-0"



B BEAM SECTION
A2 3/4" = 1'-0"



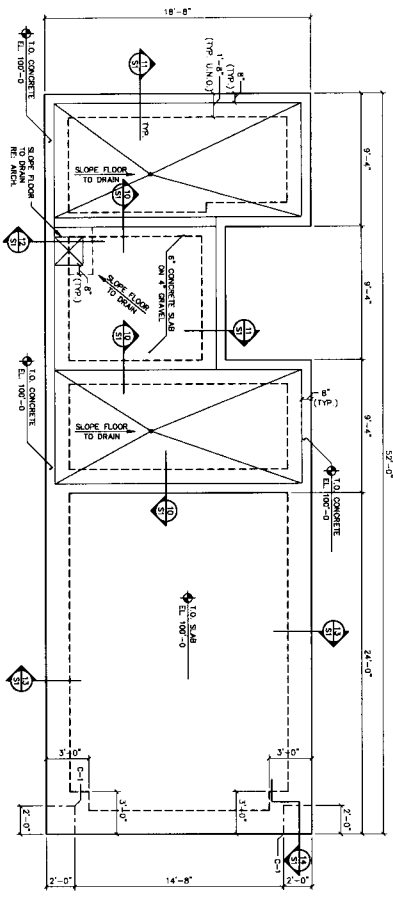
A WALL SECTION
A2 3/4" = 1'-0"

MELROSE PARK SHELTER
1827 N 26TH ST
GRAND JUNCTION, CO

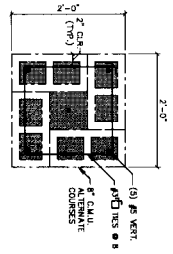
DKO ARCHITECTURE, PC
1100 DE PUECO PLACE
100 CALLE SPRING CO
718 278788
www.dkoarch.com

A2

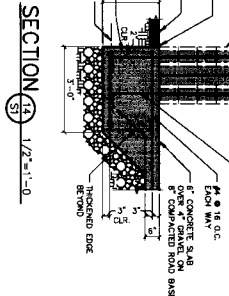
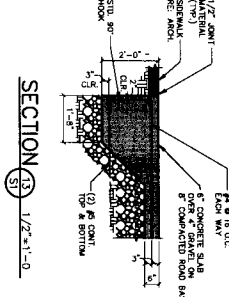
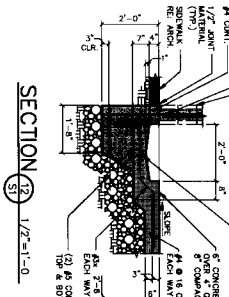
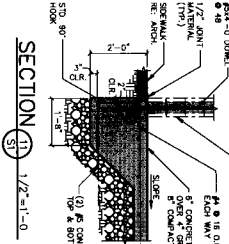
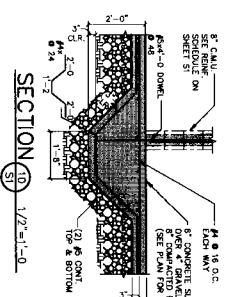
PROJECT NO.	1827 N 26TH ST
DATE	05/01/20
SCALE	AS SHOWN
DESIGNER	DKO ARCHITECTURE, PC
CLIENT	GRAND JUNCTION, CO



FOUNDATION PLAN
1. REINFORCING CONCRETE SLAB WITH #4 @ 18 EACH WAY PLACED IN MIDDLE OF SLAB



TYPICAL MASONRY COLUMN C-1



LOOSE LINTEL SCHEDULE			
OPENING	LINTEL	BEARING	REMARKS
		EAL. END	
3'-6" OR LESS	1.3' / 24H / 1/4"	4"	SLX

1. REFER TO LINTEL SCHEDULE FOR OTHER NOTES AND SPECIFICATIONS.

GENERAL NOTES

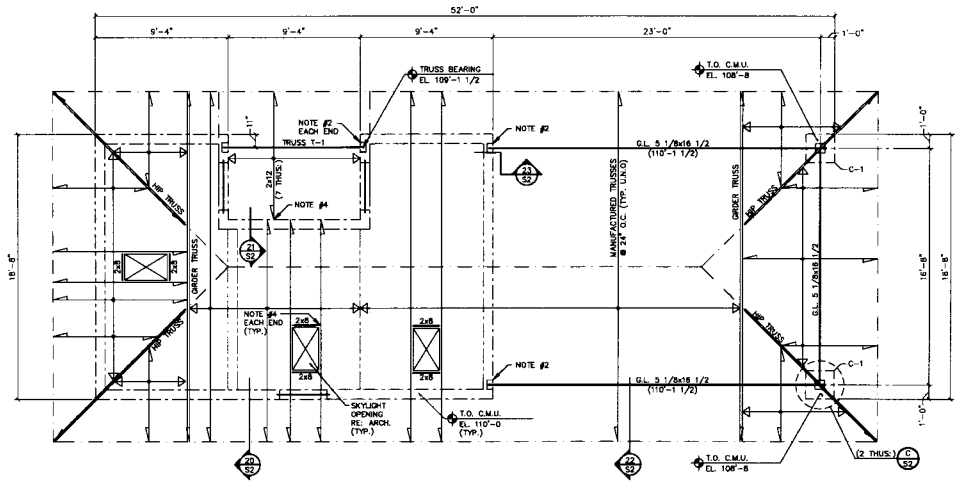
1. USE LIONS USED IN DESIGN.
2. CONCRETE:
 - (a) ALL CONCRETE SHALL BE READY MIXED CONCRETE WITH A MINIMUM COMPRESSIVE STRENGTH OF 28 MPA.
 - (b) ALL CONCRETE SHALL BE PLACED AND FINISHED WITHIN 90 DAYS OF POURING.
 - (c) ALL CONCRETE SHALL BE CURED FOR A MINIMUM OF 7 DAYS.
 - (d) ALL CONCRETE SHALL BE PROTECTED FROM FREEZING AND THAWING CYCLES.
3. MASONRY:
 - (a) ALL MASONRY SHALL BE CONSTRUCTED WITHIN 90 DAYS OF FOUNDATION COMPLETION.
 - (b) ALL MASONRY SHALL BE CONSTRUCTED WITHIN 90 DAYS OF FOUNDATION COMPLETION.
 - (c) ALL MASONRY SHALL BE CONSTRUCTED WITHIN 90 DAYS OF FOUNDATION COMPLETION.
 - (d) ALL MASONRY SHALL BE CONSTRUCTED WITHIN 90 DAYS OF FOUNDATION COMPLETION.
4. REINFORCEMENT:
 - (a) ALL REINFORCEMENT SHALL BE CONSTRUCTED WITHIN 90 DAYS OF FOUNDATION COMPLETION.
 - (b) ALL REINFORCEMENT SHALL BE CONSTRUCTED WITHIN 90 DAYS OF FOUNDATION COMPLETION.
 - (c) ALL REINFORCEMENT SHALL BE CONSTRUCTED WITHIN 90 DAYS OF FOUNDATION COMPLETION.
 - (d) ALL REINFORCEMENT SHALL BE CONSTRUCTED WITHIN 90 DAYS OF FOUNDATION COMPLETION.

C.M.U. REINFORCING SCHEDULE

SECTION	REINFORCEMENT
SECTION (10)	#4 @ 18 O.C. VERT. REINFORCING AT EACH END OF COLUMN.
SECTION (11)	#4 @ 18 O.C. VERT. REINFORCING AT EACH END OF COLUMN.
SECTION (12)	#4 @ 18 O.C. VERT. REINFORCING AT EACH END OF COLUMN.
SECTION (13)	#4 @ 18 O.C. VERT. REINFORCING AT EACH END OF COLUMN.
SECTION (14)	#4 @ 18 O.C. VERT. REINFORCING AT EACH END OF COLUMN.

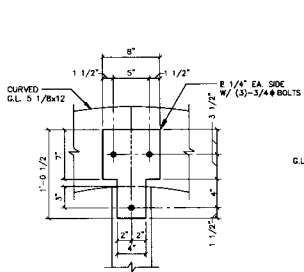
PLYWOOD NAILING SCHEDULE				
USE	THICKNESS	SPAN/INDEX RATIO	EDGE NAILING	INTER NAILING
ROOF	5/8"	32/16	6d @ 4" O.C.	6d @ 12" O.C.

- PLYWOOD SHEATHING SHALL BE APA GRADE TRADEMARKED CDX W/ EXTERIOR GLUE. LAY UP PLYWOOD W/ FACE GRAIN PERPENDICULAR TO SUPPORTS AND STAGGER JOINTS. ALL NAILING COMMON NAILS, KING SHANKED FOR ROOF AND FLOOR SHEATHING. REFER TO TABLE ABOVE FOR USE REQUIREMENTS.
- O.S.B. SHEATHING MAY BE USED AS AN ALTERNATE TO PLYWOOD W/ PRIOR APPROVAL OF OWNER AND ARCHITECT. O.S.B. SHEATHING SHALL HAVE A SPAN RATING EQUIVALENT TO OR BETTER THAN THE PLYWOOD IT REPLACES. ATTACHMENT AND THICKNESS (WITHIN 1/32") SHALL BE THE SAME AS THE PLYWOOD IT REPLACES.

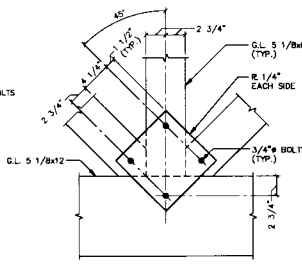


ROOF FRAMING PLAN 1/4"=1'-0"

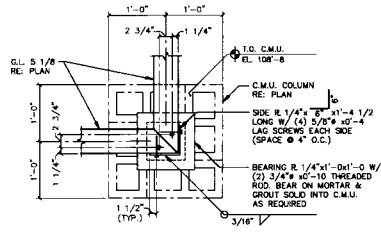
- ALL TRUSS FRAMING CONNECTORS TO BE SIZED BY TRUSS MANUFACTURER.
- PROVIDE BEAM POCKET W/ 4" MIN. BEARING. ATTACH BEAMS W/ TYPE "HUBA" BEAM SEAT.
- DESIGN TRUSS WEB MEMBERS TO ALLOW INSTALLATION AND MAINTENANCE OF MECHANICAL EQUIPMENT (REFER TO MECHANICAL).
- PROVIDE TYPE "L128" HANGER.



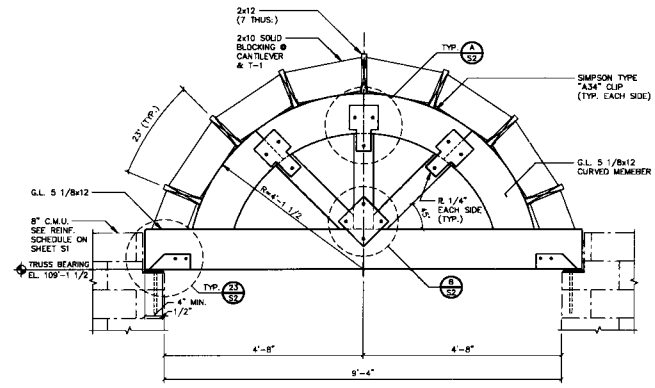
DETAIL A 1 1/2"=1'-0"



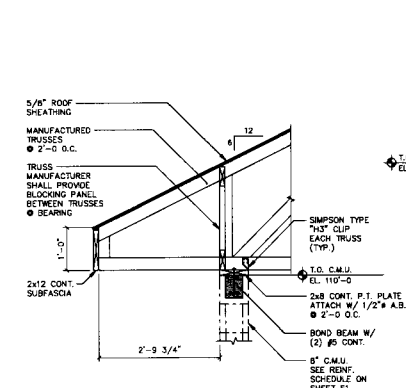
DETAIL B 1 1/2"=1'-0"



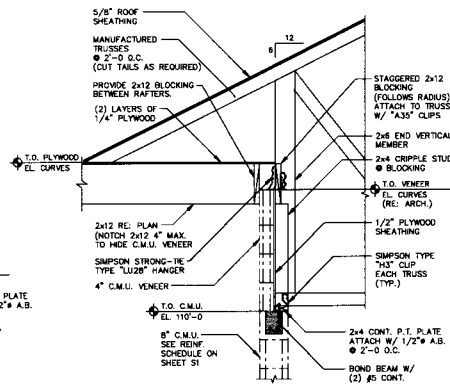
DETAIL C 1"=1'-0"



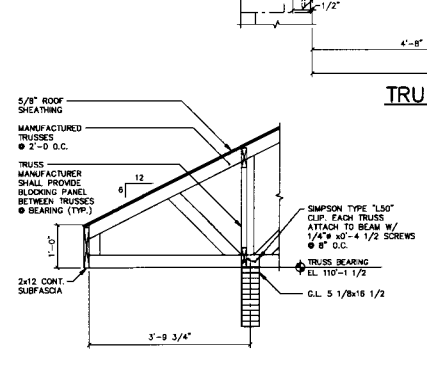
TRUSS T-1 3/4"=1'-0"



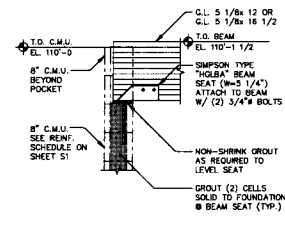
SECTION 20 3/4"=1'-0"



SECTION 21 3/4"=1'-0"



SECTION 22 3/4"=1'-0"



SECTION 23 3/4"=1'-0"

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DKO ARCHITECTURE, PC
1100 S. UNIVERSITY AVENUE
DENVER, CO 80202
TEL: 303.733.8888
WWW.DKOARCHITECTS.COM

MELROSE PARK SHELTER
1827 N 26TH ST
GRAND JUNCTION, CO

Project No: 09-018
Drawn by: JDC
Scale: CD
Date: 05/01/09

S2

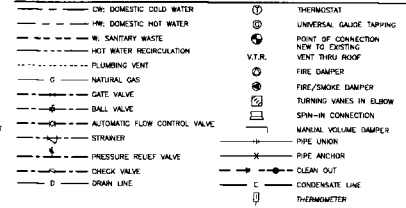
DRAWING FLAG NOTES:

- 1/2" CW DOWN ON WALL AND THROUGH WALL TO LAVATORY. 1 1/2" WASTE DOWN TO 2" WASTE BELOW FLOOR AND 1 1/2" VENT UP ON WALL TO ABOVE CEILING.
- 1" CW DOWN ON WALL AND THROUGH WALL TO URINAL. 2" WASTE DOWN TO 2" WASTE BELOW FLOOR AND 1 1/2" VENT UP ON WALL TO ABOVE CEILING.
- 1" CW DOWN ON WALL AND THROUGH WALL TO WATER CLOSET. 4" WASTE UNDER FLOOR AND 2" VENT UP ON WALL TO ABOVE CEILING.
- 1/2" CW DOWN ON WALL AND THROUGH WALL TO DRINKING FOUNTAIN. 1 1/2" WASTE DOWN ON WALL TO 2" WASTE BELOW FLOOR. 1 1/2" VENT UP ON WALL TO ABOVE CEILING.
- 3/4" CW DOWN ON WALL AND THROUGH WALL TO HOSE BIBB.
- 2" VENT UP ON WALL TO ABOVE CEILING. TYPICAL ALL.
- INSTALL ALL HORIZONTAL WATER PIPING ON WALL AT CEILING LEVEL. ROUTE ALL VERTICAL DROPS DOWN TO FIXTURES. MAINTAIN ADJACENT TO THE FLOORING. VENT FOR THAT FIXTURE. TYPICAL ALL.
- INSTANT HOT WATER HEATERS. SEE SCHEDULE. THIS SHEET FOR FURTHER INFORMATION.
- TS-1 THERMOSTAT, ROBERTSHAW MODEL 300-201 1.25 AMPS. 1P 24 VOLTS. SOLARME PROGRAMMABLE HEATING THERMOSTAT WITH LCD READOUT AND MODEL 10-528 REMOTE SENSOR.
- SCOPE ALL HOT AND COLD WATER LINES TO DRAIN AT LOW POINT. INSTALL VALVES TO DRAIN FOR COMPLETE DRAIN DOWN TO PREVENT FREEZE DAMAGE.

GENERAL NOTES:

- SEE SPECIFICATIONS FOR FIXTURE SCHEDULE.
- COMBINE VENTS AND EXTEND THROUGH SOUTH SIDE ROOF.
- COORDINATE EXPOSED PIPE LAYOUT WITH OWNER'S PROJECT. COORDINATE TO COMBINE SPRINKLER SYSTEM CONTROLS IN STORAGE AREA.
- CONTRACTOR TO VERIFY LOCATIONS OF SITE UTILITY EXTENSIONS.

SYMBOL LEGEND



FIXTURE CONNECTION SCHEDULE

FIXTURE	HW	CW	WASTE	VENT
WATER CLOSET (FLUSH VALVE)	-	1"	4"	2"
URINAL (FLUSH VALVE)	-	1"	2"	1 1/2"
LAVATORY	3/2"	1 1/2"	1 1/2"	1 1/2"
DRINKING FOUNTAIN / E.W.C.	-	1/2"	1/2"	1/2"

SIZES SHOWN ARE MINIMUM PIPE SIZES TO A SINGLE FIXTURE. MINIMUM PIPE SIZE TO 2 OR MORE FIXTURES IS 3/4". ALL FIXTURES LISTED ARE NOT NECESSARILY SHOWN ON THIS PROJECT.
* WASTE PIPES BELOW SLABS ON GRADE ARE A MINIMUM OF 2" DIA.

AIR DEVICE SCHEDULE

DESIG.	TYPE OF INSTALLATION	MANUFACTURER & MODEL NUMBER	CONNECTION SIZE	ACCESSORIES	PANEL OR FACE SIZE	NOTES
SA-1	CEILING SUPPLY	PRILEGER	8"	O.R.D.	12X12	1
RA-1	CEILING RETURN	PRILEGER	8"	OPEN THROAT	12X12	2
EA-1	SIDEWALL	METALABE	8"	OPEN THROAT	12X10	3

- 1. SURFACE MOUNT. FRAME 22, STEEL GRILLE CONSTRUCTION.
- 2. STEEL GRILLE CONSTRUCTION. 4" DEPLETION.
- 3. PROVIDE WITH FIELD INSTALLED INSECT SCREEN.

EXHAUST FAN SCHEDULE

DESIG.	CFM	S.P.	DI.	HP	WATTS	MANUFACTURER & MODEL NUMBER	MOUNTING	POWERED	NOTES
EF-1	143	.25	80.7	1	115	COOK	CEILING	SWITCH	1
EF-2	143	.25	80.7	1	115	COOK	CEILING	SWITCH	1

- 1. PROVIDE WITH STEEL INTERIOR GRILLES.

WATER HEATER SCHEDULE

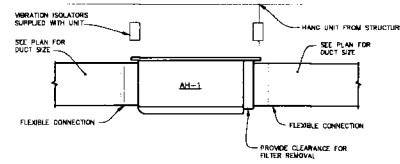
DESIG.	MANUFACTURE & MODEL NUMBER	CFM	RISE	HW	OUTPUT	VOLT	LOCATION	NOTES
WH-1	STRIBEL ELTRON	3	GFW	3	HW	120	ABOVE CEILING	1
WH-2	STRIBEL ELTRON	3	GFW	3	HW	120	ABOVE CEILING	1

1. INSTANT HOT WATER HEATER. MOUNT ON WALL, 18" ABOVE FLOOR. PROVIDE BOF THERMOSTATIC MIXING VALVE. IN PIPING CHASE, 2" CONNECTIONS.

AIR HANDLING UNIT SCHEDULE

DESIG.	AREA SERVED	CFM	EXT. S.F.	MIN. S.F.L.	HEATING COIL	CONDENSER	EVAP. FAN	UNIT	MANUFACTURE & MODEL NO.	HTRG. INPUT	COLL. CAP. / MIN.	NOTES
AH-1	ENTIRE BUILDING	660	3"	27.1	1	6	23	1	120	18X24	6	1. HORIZONTAL FAN COIL WITH 3" UP DIRECT DRIVE THERMALLY PROTECTED MOTOR & HW HEATER. FILTERS, CONTRACTOR, AND RELAY TO CYCLE FAN AND HEATING ELEMENTS.

- 1. HORIZONTAL FAN COIL WITH 3" UP DIRECT DRIVE THERMALLY PROTECTED MOTOR & HW HEATER. FILTERS, CONTRACTOR, AND RELAY TO CYCLE FAN AND HEATING ELEMENTS.

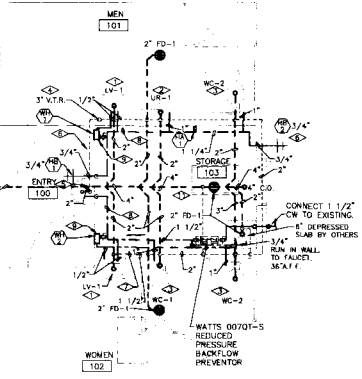


AIR HANDLING UNIT MOUNTING DETAIL
NO SCALE

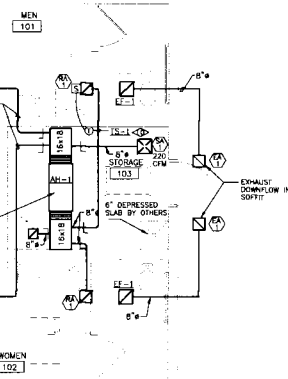
SHELTER
104

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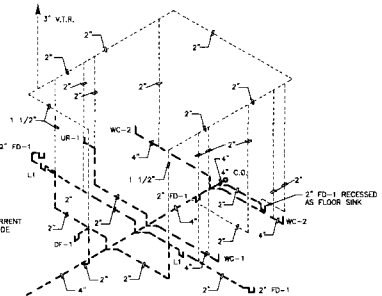
VENT ALL FIXTURES PER CURRENT INTERNATIONAL PLUMBING CODE REQUIREMENTS



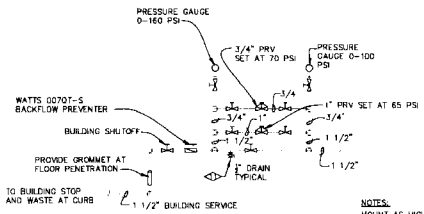
PLUMBING PLAN
1/4"=1'-0"



MECHANICAL PLAN
1/4"=1'-0"

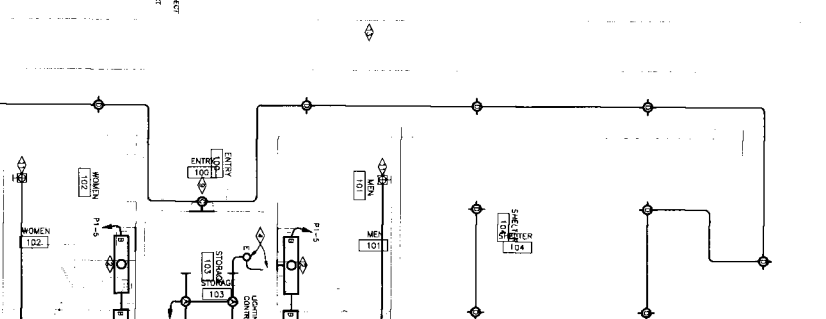
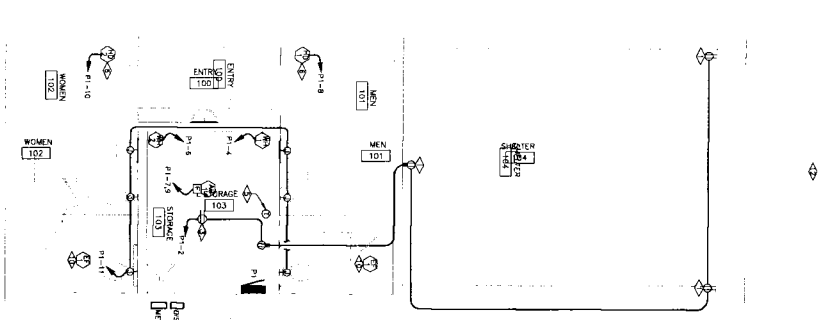


PLUMBING ISOMETRIC
NO SCALE



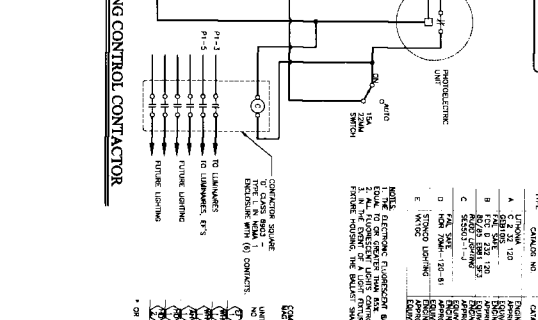
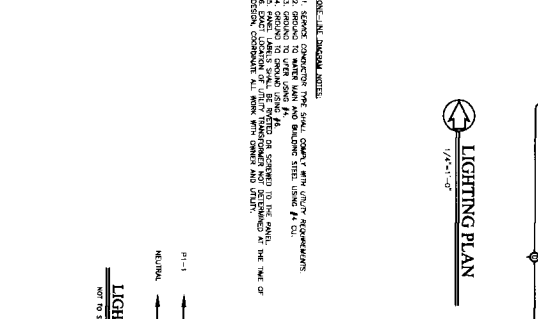
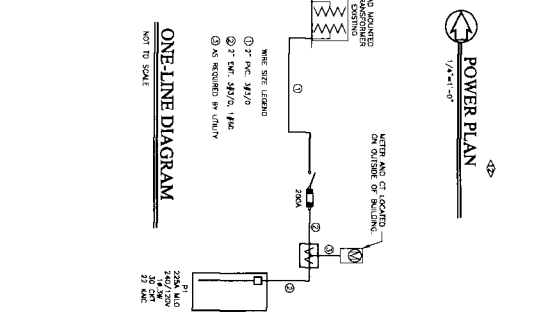
WATER SERVICE DETAIL
NO SCALE

- NOTES:
MOUNT AS HIGH ON WALL AS ALLOWED BY CODE.



PANEL SCHEDULE: P1

DESCRIPTION	VOLTS	PHASE	WIRING	AMPACITY	TERMINAL RANGE
MAIN BREAKERS	120/240	PHASE 1	3 PHASE		NO. 22-24
CONNECTED LOAD	16.1 kVA				
DESCRIPTION	120	120	120		
1 LIGHTING CONTROL	120				
2 WIRELESS PHONE	120				
3 30 AMP OVERCURRENT DEVICE	120				
4 30 AMP OVERCURRENT DEVICE	120				
5 30 AMP OVERCURRENT DEVICE	120				
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ABBREVIATIONS

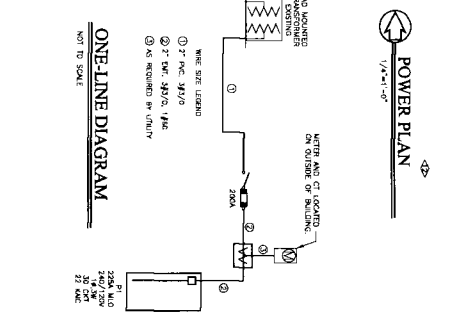
SYMBOL	DESCRIPTION
[Symbol]	CONTROL SYSTEM
[Symbol]	WALL MOUNTED DISPOSITION OF NON-CODED LUMINAIRE AS NOTED
[Symbol]	CEILING OR WALL MOUNTED LUMINAIRE
[Symbol]	FLUORESCENT STRIP LUMINAIRE
[Symbol]	STROBE LIGHT
[Symbol]	WIRELESS PHONE
[Symbol]	RELAY
[Symbol]	RELAY CONTACT
[Symbol]	RELAY COIL
[Symbol]	RELAY MOTOR
[Symbol]	RELAY STOP
[Symbol]	RELAY START
[Symbol]	RELAY STOP/START
[Symbol]	RELAY STOP/START/STOP
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[Symbol]	RELAY STOP/START/STOP/START/STOP/START/STOP/START/STOP/START/STOP/START

ELECTRICAL LEGEND

SYMBOL	DESCRIPTION
[Symbol]	WALL MOUNTED DISPOSITION OF NON-CODED LUMINAIRE AS NOTED
[Symbol]	CEILING OR WALL MOUNTED LUMINAIRE
[Symbol]	FLUORESCENT STRIP LUMINAIRE
[Symbol]	STROBE LIGHT
[Symbol]	WIRELESS PHONE
[Symbol]	RELAY
[Symbol]	RELAY CONTACT
[Symbol]	RELAY COIL
[Symbol]	RELAY MOTOR
[Symbol]	RELAY STOP
[Symbol]	RELAY START
[Symbol]	RELAY STOP/START
[Symbol]	RELAY STOP/START/STOP
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[Symbol]	RELAY STOP/START/STOP/START/STOP/START/STOP/START/STOP/START
[Symbol]	RELAY STOP/START/STOP/START/STOP/START/STOP/START/STOP/START/STOP

ELECTRICAL LOAD TABLE

LOAD TYPE	CONNECTED kW	CONNECTED kVA
ILLUMINATION	2.0	2.0
POWER EQUIPMENT	0.0	0.0
MOTOR EQUIPMENT	0.0	0.0
MECHANICAL EQUIPMENT	0.0	0.0
TOTAL kW	2.0	2.0
TOTAL kVA	2.0	2.0
AVERAGE	0.67	0.67
TOTAL	4.0	4.0



MECHANICAL EQUIPMENT SCHEDULE

NO.	MANUFACTURER	MODEL	DESCRIPTION	HP	VOLTS	PHASE	FL.	CONNECTION	REMARKS
1	WYLLIOTT	1000000000	FAN	1/2	120	1			
2	WYLLIOTT	1000000000	PUMP	1/2	120	1			
3	WYLLIOTT	1000000000	COMPRESSOR	1/2	120	1			

LOAD SCHEDULE

NO.	DESCRIPTION	AMPACITY	VOLTS	PHASE	FL.	CONNECTION	REMARKS
1	MAIN BREAKER	120	240	3			
2	CONNECTED LOAD	16.1	120				

NOTES:

- The electrical equipment schedule shall have a 10% unbalanced dispersion of less than 10% and a balanced factor of 1.0.
- All electrical equipment shall be installed in accordance with the manufacturer's instructions and the National Electrical Code (NEC).
- All electrical equipment shall be installed in accordance with the manufacturer's instructions and the National Electrical Code (NEC).
- All electrical equipment shall be installed in accordance with the manufacturer's instructions and the National Electrical Code (NEC).
- All electrical equipment shall be installed in accordance with the manufacturer's instructions and the National Electrical Code (NEC).

GENERAL NOTES:

- COORDINATE THE LOCATION OF LUMINAIRES WITH ARCHITECTURAL REFLECTOR CEILING PLANS.
- COORDINATE THE LOCATION OF ALL OUTLETS WITH ARCHITECTURAL AND EQUIPMENT INSTALLATION DRAWINGS.
- COORDINATE THE LOCATION OF MECHANICAL EQUIPMENT WITH MECHANICAL PLANS AND ARCHITECTURAL DRAWINGS.
- COORDINATE THE LOCATION OF ALL LOW VOLTAGE CABLES WITH ARCHITECTURAL DRAWINGS.
- COORDINATE THE LOCATION OF ALL WIRELESS PHONES WITH ARCHITECTURAL DRAWINGS.
- COORDINATE THE LOCATION OF ALL RELAYS WITH ARCHITECTURAL DRAWINGS.
- COORDINATE THE LOCATION OF ALL CONTACTORS WITH ARCHITECTURAL DRAWINGS.
- COORDINATE THE LOCATION OF ALL SWITCHES WITH ARCHITECTURAL DRAWINGS.
- COORDINATE THE LOCATION OF ALL WIRELESS PHONES WITH ARCHITECTURAL DRAWINGS.
- COORDINATE THE LOCATION OF ALL RELAYS WITH ARCHITECTURAL DRAWINGS.
- COORDINATE THE LOCATION OF ALL CONTACTORS WITH ARCHITECTURAL DRAWINGS.
- COORDINATE THE LOCATION OF ALL SWITCHES WITH ARCHITECTURAL DRAWINGS.

SECTION 03100 - ROOFING

1.01 ROOFING - GENERAL
A. Section Includes
1. Single Ply Membrane Roofing
2. Built-up Roofing
3. Insulation

1.02 ROOFING - FLASHING
A. Section Includes
1. Flashing
2. Counter Flashing
3. Drip Edge

1.03 ROOFING - VENTILATION
A. Section Includes
1. Roof Ventilators
2. Exhaust Fans
3. Air Curtains

1.04 ROOFING - ACCESSORIES
A. Section Includes
1. Roof Edge Protection
2. Snow Guards
3. Parapet Walls

1.05 ROOFING - FINISHES
A. Section Includes
1. Membrane Finishes
2. Paints
3. Sealants

1.06 ROOFING - MAINTENANCE
A. Section Includes
1. Roof Inspections
2. Repairs
3. Replacements

1.07 ROOFING - SPECIALTIES
A. Section Includes
1. Green Roofs
2. Reflective Coatings
3. Solar Panels

1.08 ROOFING - DETAILS
A. Section Includes
1. Eave Details
2. Gable End Details
3. Hip Details

1.09 ROOFING - MATERIALS
A. Section Includes
1. Asphalt/Flt Shingles
2. Metal Panels
3. Concrete Tiles

1.10 ROOFING - INSTALLATION
A. Section Includes
1. Deck Preparation
2. Membrane Installation
3. Flashing Installation

1.11 ROOFING - TESTING
A. Section Includes
1. Leak Testing
2. Wind Uplift Testing
3. Fire Testing

1.12 ROOFING - WARRANTY
A. Section Includes
1. Material Warranty
2. Workmanship Warranty
3. Performance Warranty



Construction, Inc.

553 25 1/2 Road

GRAND JUNCTION, COLORADO 81505

970-242-3548

FAX 970-242-0844

LETTER OF TRANSMITTAL

TO: City of Grand Junction
2549 River Road
Grand Junction, CO 81501

ATTN: Scott Hawkins

DATE: June 3, 2009
JOB NO.: 0917
SUBJECT: Melrose Park Shelter

WE ARE ENCLOSING THE FOLLOWING:

- | | | | | |
|-------------------------------------|-------------------------|--------------------------|---------------------|--------|
| <input type="checkbox"/> | FOR APPROVAL | <input type="checkbox"/> | FINAL FOR FIELD USE | |
| <input type="checkbox"/> | APPROVED AS NOTED | <input type="checkbox"/> | REVISE AND RESUBMIT | COPIES |
| <input checked="" type="checkbox"/> | FOR INFORMATION AND USE | <input type="checkbox"/> | _____ | _____ |

COPIES	DRAWING NUMBER	DATE	REV. NO.	DATE	DESCRIPTION
1					Notice to Proceed
1					Payment & Performance Bond
1					Certificate of Insurance

REMARKS: Please find attached, the Notice to Proceed, Payment & Performance Bond and our Certificate of Insurance. Call if you have questions.

Thanks,

PNCi Construction, Inc.

BY: Frank P. DeSantis

COPIES (Transmittal Only Transmittal & Copy)

- | | | | |
|-------------------------------------|--------------|--------------------------|-----------|
| <input type="checkbox"/> | FIELD COPIES | <input type="checkbox"/> | _____ |
| <input checked="" type="checkbox"/> | File 0917 | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | _____ | <input type="checkbox"/> | FOLLOW-UP |

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
PNCI Construction, Inc. _____, a Corporation _____
organized under the laws of the State of Colorado, hereinafter referred to as
the "Contractor" and Washington International Insurance Company, a
corporation organized under the laws of the State of New Hampshire, 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 Fifty Four Thousand Five Hundred
Twenty Eight Dollars and Seventy Cents dollars (\$ 154,528.70
_____), 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 3rd day of June, 2009,
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 _____
Melrose Park Restroom Shelter Construction (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 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 3rd day of June, 2009.

CONTRACTOR: PNCI Construction, Inc.

By: Frank P. De Santis

Title: PRESIDENT

ATTEST: [Signature]
Secretary

SURETY: Washington International Insurance Company

By: Ashley K. Bryant

Title: Attorney-in-Fact / Ashley K. Bryant

(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.)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____
PNCI Construction, Inc. _____, a Corporation _____ organized under the
laws of the State of Colorado _____, hereinafter referred to as the "Contractor" and _____
Washington International Insurance Company _____, a corporation
organized under the laws of the State of New Hampshire _____, 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 Fifty Four Thousand Five Hundred Twenty Eight Dollars and Seventy Cents
_____ dollars (\$ 154,528.70 _____),
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 3rd day of June _____, 2009,
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 _____
Melrose Park Restroom Shelter Construction _____ (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 3rd day of June, 2009.

CONTRACTOR: PNCI Construction, Inc.

By: Frank P. De Santis

ATTEST: [Signature]
Secretary

Title: PRESIDENT

SURETY: Washington International Insurance Company

By: Ashley K. Bryant

Title: Attorney-in-Fact Ashley K. Bryant

(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.)

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

EILEEN A. BLANCHARD, TIMOTHY J. BLANCHARD, ANITA C. KELLER, VIRGINE KORNBLOTH and ASHLEY K. BRYANT

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.



By Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



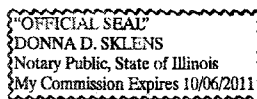
By David M. Layman, Senior Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 1st day of April, 2009.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 1st day of April, 2009, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Donna D. Sklens, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of June, 2009.

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/04/2009

PRODUCER HUB SW Grand Junction CL 2742 Crossroads Blvd P.O. Box 60130 Grand Junction, CO 81506	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.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED PNCI Construction Inc 553 25 1/2 Rd Grand Junction, CO 81505	INSURER A: United Fire & Casualty Group	999999
	INSURER B: St Paul Fire and Marine Insuran	
	INSURER C: Pinnacol Assurance Company	
	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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	60340797	11/01/08	11/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMPI/OP AGG	\$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	60340797	11/01/08	11/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000	60340797	11/01/08	11/01/09	EACH OCCURRENCE	\$1,000,000
						AGGREGATE	\$1,000,000
							\$
							\$
							\$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4086923	11/01/08	11/01/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
B		OTHER Excess Liab	QI08300278	12/12/08	11/01/09	\$4,000,000 aggregate \$4,000,000 loss limit	

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

Project: Melrose Park Restroom Shelter Construction

CERTIFICATE HOLDER

City of Grand Junction
 333 West Ave., Bldg C
 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

Robert L. Macke