


## NOTICE TO PROCEED

Date: April 1, 2011  
Contractor: Shaw Construction  
Project: Public Safety Facilities- PD Building

In accordance with the contract dated March 31, 2011 the Contractor is hereby notified to begin work on the Project on or before April 1, 2011.

The date of final completion as determined is June 30, 2012.

**CITY OF GRAND JUNCTION, COLORADO**

  
Scott Hockins, Purchasing Supervisor

### CONTRACTOR ACKNOWLEDGEMENT

Receipt of this Notice to Proceed is hereby acknowledged:

Contractor:

By: 

Print Name: DAVID HALL

Title: CONSTRUCTION MANAGER

Date: 4-1-11

# AIA® Document A133™ – 2009

## **Standard Form of Agreement Between Owner and Construction Manager as Constructor** where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

**AGREEMENT** made as of the 24th day of August in the year 2010  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:

City of Grand Junction  
Purchasing Division  
2549 River Road  
Grand Junction, CO 81505-7209

and the Construction Manager:

Shaw Construction, LLC  
760 Horizon Drive  
Suite 200  
Grand Junction, CO 81506

for the following Project(s):

City of Grand Junction Public Safety Projects

The Architect:

Blythe + Associates  
618 Rood Avenue  
Grand Junction, Co 81501

The Owner's Designated Representative:

(Paragraphs deleted)

Laurie Kadrich or ~~Tim Moore~~ *Jay Valentine*

The Construction Manager's Designated Representative:

Clark Atkinson or Dave Hall

The Architect's Designated Representative:

(Paragraphs deleted)

Roy Blythe

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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### ARTICLE 1 GENERAL PROVISIONS

#### § 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

#### § 1.2 Relationship of the Parties

The Construction Manager and the Owner accepts the relationship of trust and confidence established by this Agreement and covenants with one another to cooperate with the Architect. The Construction Manager shall exercise skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Agreement. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

#### § 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

### ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and



Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

#### **§ 2.1 Preconstruction Phase**

**§ 2.1.1** The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

#### **§ 2.1.2 Consultation**

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Architect shall retain responsibility for all aspects of design, compliance with design codes, and design performance.

**§ 2.1.3** When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner, as transmitted to the Construction Manager by the Owner in writing.

#### **§ 2.1.4 Phased Construction**

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

#### **§ 2.1.5 Preliminary Cost Estimates**

**§ 2.1.5.1** Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

**§ 2.1.5.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

#### **§ 2.1.6 Subcontractors and Suppliers**

The Construction Manager shall develop bidders' interest in the Project.

**§ 2.1.7** The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of

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construction as approved in writing by the Owner. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner may assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

#### **§ 2.1.8 Extent of Responsibility**

The Construction Manager shall exercise reasonable care in preparing schedules and estimates, and the performance of all duties described in this Agreement. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. The Construction Manager assumes no liability for the design of any component unless such component is specifically identified as a design-build responsibility of the Construction Manager.

#### **§ 2.1.9 Notices and Compliance with Laws**

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

#### **§ 2.2 Guaranteed Maximum Price Proposal and Contract Time**

**§ 2.2.1** At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

**§ 2.2.2** To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

**§ 2.2.3** The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

**§ 2.2.4** In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

**§ 2.2.5** The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the

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information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

**§ 2.2.6** If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. All of the terms and conditions of the GMP Amendment shall supercede all previous contract documents terms and conditions.

**§ 2.2.7** The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

**§ 2.2.8** The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

**§ 2.2.9** The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

### **§ 2.3 Construction Phase**

#### **§ 2.3.1 General**

**§ 2.3.1.1** For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

**§ 2.3.1.2** The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier, as well as the receipt by the Owner and the Construction Manager of all related permits and approvals from all jurisdictional authorities and verification of funding or financing to pay for the work.

#### **§ 2.3.2 Administration**

**§ 2.3.2.1** Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work.. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

**§ 2.3.2.2** If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents, , but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

**§ 2.3.2.3** Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, the Construction Manager shall provide in the Subcontract for the Owner to

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receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

**§ 2.3.2.4** If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

**§ 2.3.2.5** The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

**§ 2.3.2.6** Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201–2007.

**§ 2.3.2.7** The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information reasonably required by the Owner.

**§ 2.3.2.8** The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

#### **§ 2.4 Professional Services**

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

#### **§ 2.5 Hazardous Materials**

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### **ARTICLE 3 OWNER'S RESPONSIBILITIES**

#### **§ 3.1 Information and Services Required of the Owner**

**§ 3.1.1** The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

**§ 3.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

**§ 3.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

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**§ 3.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 3.1.4.1** The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials

**§ 3.1.4.2** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 3.1.4.3** The Owner, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 3.1.4.4** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### **§ 3.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 3.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### **§ 3.3 Architect**

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

## **ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

### **§ 4.1 Compensation**

**§ 4.1.1** For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

**§ 4.1.2** For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

Payment shall be made pursuant to the rates shown on Schedule A

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Exclusions to Pre-Construction Fee

The following are not included in the Pre-Construction Fee:

- Costs of third party consultants
- Reimbursable expenses such as reproduction, mail, travel related or miscellaneous out-of-pocket expenses.

*(Paragraph deleted)*

§ 4.1. If pre-construction services are discontinued prior to establishing a contract for construction, or for a period longer than three months, Owner agrees to pay the Construction Manager as follows:

- Owner will pay for all services rendered to date pursuant to Schedule A plus all reimbursable expenses.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

*(Insert rate of monthly or annual interest agreed upon.)*

1% per month for the first 30 days and 1.5% per Month thereafter.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

*(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)*

The fee will be a percentage of the GMP pursuant to the rate identified in Schedule A and converted to a lump sum at the time the project construction commences, or at the time that the GMP is established upon the acceptance by the Owner of all Amendments.

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work: The Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work, at the rate as shown in Schedule A. Deductive changes shall be made at cost with no change in fee.

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent ( 100 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

NA

*(Row deleted)*

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## **§ 5.2 Guaranteed Maximum Price**

**§ 5.2.1** The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

*(Insert specific provisions if the Construction Manager is to participate in any savings.)*

**§ 5.2.2** The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

## **§ 5.3 Changes in the Work**

**§ 5.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201-2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**5.3.2 § 5.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201-2007, General Conditions of the Contract for Construction., however the Construction Manager is not required to perform any changes unless the Owner and Construction Manager have mutually agreed to the terms, costs and time of completing changes. All requests for Changes in the Work will be submitted to the Owner as a Pending Change Order (PCO) and entered in the PCO Log with an Estimated cost and time impact. A copy of the Log will be available to the Owner or Architect each week. The Owner must sign the PCO accepting the time and cost changes prior to the Construction Manager proceeding with the work. If the Owner wants work on the change started before a final price and time impact is available, he must sign a "Proceed and Quote" PCO that specifically authorizes the Construction Manager to proceed with the work and acknowledges that time and cost impacts are being incurred. Once the change is authorized, the Work will be completed and Owner agrees to pay for the final cost of the Change as substantiated by evidence of invoices, and or time and material tickets for performing the work.

**§ 5.3.3** In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201-2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201-2007 shall have the meanings assigned to them in AIA Document A201-2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

**§ 5.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201-2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

**§ 5.3.5** If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 6.1 Costs to Be Reimbursed**

**§ 6.1.1** The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7, pursuant to the rates established in Schedule A.



§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

#### § 6.2 Labor Costs

§ 6.2.1 Charges for construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops, pursuant to Schedule A.

§ 6.2.2 Charges for the Construction Manager's supervisory and administrative personnel, pursuant to Schedule A.

§ 6.2.3 Charges for the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, pursuant to Schedule A.

§ 6.2.4 Charges for the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3. All labor costs identified in 6.2.1 – 6.2.4 will be paid by the Owner in accordance with Schedule A.

§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.

#### § 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts.

#### § 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

#### § 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are purchased by the Construction Manager at the site and used in the performance of the Work. Materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall become the Owner's property at the completion of the Work.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rates of Construction Manager-owned equipment, pursuant to Schedule A.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.



§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

#### § 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds from Construction Manager and Subcontractors that can be directly attributed to this Contract, and Self-insurance for either full or partial amounts of the coverages pursuant to Schedule A..

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work. *The foregoing shall apply only with owners advanced written consent. JMC*

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval and pursuant to Schedule A.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, in the performance of the Work. If Construction Manager expends attorneys fees or other costs of collecting payments owed under the GMP, these are reimbursable costs.

§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

6.6.10 Cost of Safety Awards and Jobsite Incentive Programs paid to Construction Manager's field supervisors and subcontractors on the Project.

6.6.11 Costs for drug testing and screening of workers directly employed by the Construction Manager per Construction Manager's Drug Screening Program or insurance requirements, and if required, workers directly employed by subcontractors.

6.6.12 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007.

6.6.13 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or

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failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

*(Paragraphs deleted)*

§6.6.14 Administrative costs incurred by Construction Manager to assist the Owner's audit team, including but not limited to charges for administrative staff, document reproduction, transportation and document handling.

#### **§ 6.8 Costs Not To Be Reimbursed**

§ 6.8.1 The Cost of the Work shall not include the items listed below:

- .1 Charges for the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office not listed in Schedule A, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract; to the extent such costs are not recoverable from other parties by Construction Manager.
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase, unless approved by the Owner.

#### **§ 6.9 Discounts, Rebates and Refunds**

§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **§ 6.10 Related Party Transactions**

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.



### § 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract to substantiate all costs incurred.. The Owner and the Owner's auditors (selection of which shall be mutually agreeable to Owner and Construction Manager) shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, at the Owner's expense at rates equal to outsource copy shops, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. All records shall remain at the Construction Manager's office. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

## ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

### § 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 The Construction Manager shall prepare each Application for Payment by estimating the Work complete through the end of the month, as a percentage for each line item . Provided that an Application for Payment is received by the Architect not later than the twenty fifth day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty ( 20 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 "Application and Certificate for Payment" and "Continuation Sheet" (AIA Document G702 and G703) shown as Schedule B, shall serve as the job cost breakdown and shall be documents from which Construction manager shall be paid each month. The documentation submitted with each monthly Payment Application for payment by Owner will be limited to the following: a) AIA G702 and AIA G703, b) Unconditional Lien Waiver from Construction Manager for previous month's payment, c) Conditional Lien Waiver from Construction Manager for current month's payment, d) Unconditional Lien Waivers from subcontractors for previous month's payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. This schedule shall be used as the sole basis for reviewing the Contractor's Applications for Payment in accordance with 7.1.10. Each monthly application will be based on a percentage completed of each line item on the Schedule of Values attached as Schedule B. The Construction Manager shall distribute a "Pencil Pay App" to the Owner and Architect prior to an on-site meeting on or about the 25<sup>th</sup> day of the month. Any and all adjustments shall be mutually agreed upon at the "Pencil Pay App" meeting on-site, after which Contractor shall finalize, notarize, and send the final monthly Application for Payment to the Architect for approval.

*(Paragraph deleted)*

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201-2007;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;



- .3 Add the Construction Manager's Fee, less retainage of five percent ( 5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent ( 5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

7.1.11 At such time as the Work completed equals fifty percent (50%) of the original contract sum, no further retainage shall be withheld from the progress payment, provided the Owner and Architect are reasonably satisfied with the quality and progress of the Work. All retainage amounts previously withheld shall be paid to the Construction Manager within 20 days of Substantial Completion of the Work (except that portion retained pending the completion of incomplete work and unsettled claims as mutually agreed upon by the Architect, Owner and Construction Manager.) When all work to be performed by a subcontractor is completed and accepted in writing by the Construction Manager, Owner and Architect, the retention relating to such subcontractor's work will be released to the Construction Manager for payment to the subcontractor, provided that subcontractor has provided all warranties required of him and he has agreed that the time of commencement of any period of time during which such warranties are in full force and effect shall start at Substantial Completion of all the Work, and provided further, that such subcontractor executes and delivers a full lien waiver and all other instruments of release which may be required by Construction Manager, Owner or Architect. Construction Manager's Warranty shall begin upon issuance of Substantial Completion.

## § 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.

To the extent that any of the work is determined to be incomplete, at the sole discretion of the Architect, final payment shall be reduced by an amount equal to 150% of value of incomplete or defective work until such time that the Construction Manager completes or corrects each or any portion of the Work, at which



time payment will be made within fifteen (15) days of the approval of the Owner for each or any portion of the Work which is completed. Final payment shall not be withheld for the completion of warranty work which arises after the Punch List. Warranty work will be repaired by the Construction Manager under the terms of the one year warranty, or by others under the conditions of special warranties as applicable under the terms of the Contract Documents. Construction Manager will issue an Unconditional Waiver after all amounts owed have been paid pursuant to the terms of this Contract, that guarantees to keep the project free of any mechanics' lien after payment has been received.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 7.2.2** The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, in strict accordance with this Agreement and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 7.2.3** If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment. The Owner is obligated to pay undisputed amounts pursuant to the terms of this Agreement.

**§ 7.2.4** If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, or perform services for the Owner, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

#### ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
The Construction Manager shall provide a Payment and Performance Bond equal to 100% of the value of the Contract Sum, as provided in the Amendment.	

#### ARTICLE 9 DISPUTE RESOLUTION

**§ 9.1** Any Claim between the Owner and Construction Manager shall be resolved using mediation, arbitration or absent agreement as both parties may consent, proper venue in the court in the county in which the project is located.



*(Paragraphs deleted)*

### **§ 9.3 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007 for Claims arising from or relating to the Construction Manager’s Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

## **ARTICLE 10 TERMINATION OR SUSPENSION**

### **§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price**

**§ 10.1.1** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days’ written notice to the Construction Manager for the Owner’s convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days’ written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201–2007.

**§ 10.1.2** In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager’s compensation under this Section exceed the compensation set forth in Section 4.1.

**§ 10.1.3** If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager’s Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

### **§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price**

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

**§ 10.2.1** If the Owner terminates the Contract after execution of the Guaranteed Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

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**§ 10.2.2** If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work

### **§ 10.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

## **ARTICLE 11 MISCELLANEOUS PROVISIONS**

**§ 11.1** Terms in this Agreement shall have the same meaning as those in A201–2007.

### **§ 11.2 Ownership and Use of Documents**

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### **§ 11.3 Governing Law**

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

### **§ 11.4 Assignment**

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **§ 11.5 Other provisions:**

**11.5.1** If either Owner or Construction Manager is required to commence an action of proceeding against the other in order to enforce the provisions of this agreement, the prevailing party herein shall be entitled to recover all reasonable costs and expenses incurred in connection therewith, including reasonable attorney's fees.

**11.5.2** Construction contingency, which forms part of the GMP for construction, may be used by Construction Manager for any allowable costs as defined in the contract, for cost over-runs or as a result of adverse conditions including: estimating assumptions, scope gaps among subcontractors, unassignable trade damage, construction scheduling problems (accelerating deliveries, manufacturer delays, work area conflicts), hourly and salary labor, material or subcontract costs that are incurred during bidding, buyout and work performance, adverse weather, labor productivity and equipment availability, subcontractor failure, protection and restoration of finished work, work or conditions that are included in the contract documents but not scoped or bought within or for cost over-runs in other parts of the GMP Contractor estimate. The Construction Manager contingency is to be used for cost over-runs not generated or initiated by Owner or Owner's agents or jurisdictional authorities with respect to code related design compliance. Construction Manager will provide a summary of costs expended to date, on a monthly basis, upon request by Owner.

**11.5.3** Substantial Completion for purposes of establishing the release of final retention is the date certified by the Architect that work is sufficiently completed so the Project or portion of the Project can be utilized for which it is intended as defined in the General Conditions of the Contract for Construction and includes issuance of Certificate of Occupancy by the local authority which issued a permit for construction unless withholding of a Certificate of Occupancy is caused by circumstances outside the Construction Manager's control, in which case Substantial Completion is the time for which all other conditions of the contract have been met. The punch list shall be prepared by the Architect or same Owner's representative for the entire project. Multiple punch lists of the same areas will not be allowed.

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11.5.4 Owner hereby warrants that errors and omissions insurance coverage has been provided by the projects design professionals in an amount appropriate for this project and in any event not less than \$1MM.

#### ARTICLE 12 SCOPE OF THE AGREEMENT

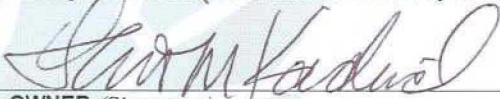
§ 12.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement, and in the event of a conflict among documents, shall take precedence in order in which they are listed below:

- .1 Amendment and attached Workslope Letter (after mutually agreed upon by Owner and Construction Manager)
- .2 Schedule A – Owner approved Construction Manager Rates
- .3 Schedule B – (AIA G702 and G703 after mutually agreed upon by Owner and Construction Manager)
- .4 AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .5 Plans as identified on attached Construction Document Log
- .6 Specifications as identified on attached Construction Document Log
- .7 AIA Document A201 – 2007, General Conditions of the Contract for Construction

(Paragraphs deleted)

This Agreement is entered into as of the day and year first written above.



OWNER (Signature)

LAURIE KAPPICH, City Manager

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

CLARK ATKINSON, EXEC VICE PRESIDENT

(Printed name and title)

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## AMENDMENT # 1

Public Safety Facilities - PD Building  
Grand Junction, CO

March 31, 2011



**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 6<sup>th</sup> street and between the South side of Ute and the North side of Pitkin. Work East of 6<sup>th</sup> street is not included in this contract.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 1 is prepared pursuant to the plans prepared by The Blythe Group Plus Co., AECOMM and The City of Grand Junction., based on:
  - a. Pile and Excavation Bid Pack dated 3/14/11.
  - b. Geotechnical Report prepared by Ground Engineering dated 11/4/2008
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.

**Exclusions**

3. Sales and Use Tax
4. Davis Bacon Wages
5. Testing or special inspections or special inspector of any kind.
6. Utility company fees, impact development costs or fees, or permits of any kind.

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**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A and a schedule duration of 15 months.
2. Compliance with LEED certification is not included in the scope of work
3. Commissioning - the work of a Commissioning agent is excluded.

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**EARTHWORK**

1. We have included importing topsoil.
2. An Erosion Control plan and a SWMP is included per the construction documents. Shaw will pull the State Storm-water permit and the City of Grand Junction shall pull the 521 Drainage District permit. Shaw Construction shall maintain each plan throughout the construction.
3. Asphalt or Concrete Paving is not included in this Amendment.



4. Excavation scope includes:
  - Surveying
  - Traffic Control
  - Site Demolition
  - Grading
  - Excavation and Fill
  - Erosion Control
  - All secondary utility trenching
  - All conduit trenching for buildings up to the East side of 6<sup>th</sup> street
5. Pipe Pile scope includes:
  - (8,050 LF) 10" Pipe Piles
  - 35 LF bid length, A (\$20.75/LF) overrun is not included
6. Landscaping is not included

~ What's  
- No under-run credit  
yet negotiated

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#### CONCRETE

1. Not Included
- 

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#### MASONRY

1. Not Included
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#### METALS

1. Steel detailing is included. \$6,100 for revising details is included
  2. Steel fabrication is not included
- 

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#### WOOD & PLASTICS

1. Not Included
- 

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#### THERMAL/MOISTURE PROTECTION

1. Not Included
-



**DOORS & HARDWARE**

1. Not Included.
- 
- 

**FINISHES**

1. Not Included
- 
- 

**SPECIALTIES**

1. Not Included
- 
- 

**EQUIPMENT**

1. Not Included
- 
- 

**FURNISHINGS**

1. Not Included
- 
- 

**HYDRAULIC ELEVATORS**

1. (2) Design Build Hydraulic Elevators are included.
  2. A \$7,000 Allowance is included for elevator finishes
- 
- 

**FIRE PROTECTION**

1. Wet Sprinkler system, design build (59,797 SF)
  2. FM200 System for 911 COMM center, design build (4,066SF)
- 
- 

**ELECTRICAL**

1. Excluded
- 
-



**GENERAL EXCLUSIONS**

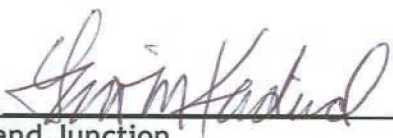
The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

**Total Amount of Amendment # 1 \$2,400,976**

Signed by:   
City of Grand Junction

Dated 4-11

Signed by:   
Shaw Construction LLC

Dated 4.1.11





# AIA<sup>®</sup> Document A201<sup>™</sup> – 2007

## General Conditions of the Contract for Construction

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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User Notes:

(1447647041)

for the following **PROJECT:**  
(Name and location or address)  
Grand Junction Public Safety Projects

**THE OWNER:**  
(Name, legal status and address)  
City of Grand Junction  
Purchasing Division  
2549 River Road  
Grand Junction, CO 81505-7209

**THE ARCHITECT:**  
(Name, legal status and address)  
Blythe & Associates  
618 Rood Avenue  
Grand Junction, CO 81501

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 BASIC DEFINITIONS

#### § 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

#### § 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

#### § 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

#### § 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The Contract Documents shall include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 CAPITALIZATION**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 INTERPRETATION**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### **§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## **ARTICLE 2 OWNER**

### **§ 2.1 GENERAL**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

**§ 2.2.1** Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## ARTICLE 3 CONTRACTOR

### § 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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### § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. The Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, defective design, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 3.6 TAXES

Unless otherwise agreed, the Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction, unless after having notified the Architect or Owner pursuant to Article 3.2, and either the Architect, Owner or Authorities Having Jurisdiction order or direct the Contractor to complete said Work.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but

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shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents or as approved by the Owner. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover all costs to the Contractor including but not limited to purchasing materials, transportation, expediting, unloading, storing, installation, bonds, taxes, insurance; and any other expenses except Contractor's General Conditions, fee and general liability insurance.
- .2 Contractor's General Conditions, fee and general liability insurance contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances;
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

### § 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has within normal construction industry standards verified materials, field measurements and field construction criteria related thereto, or will do so and checked and coordinated the information contained within such submittals with the requirements of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof, unless Architect makes such revisions to the submittals.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the

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Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### § 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

### § 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the



Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18.

In the event of concurrent negligence of Contractor, its agents, employees or subcontractors, and that of the Owner or its contractors, which concurrent negligence results in injury or damage to persons or property and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the property, or the improvements to be constructed in accordance with this Contract, Contractor's obligation to indemnify Owner as set forth in this paragraph shall be limited to the extent of Contractor's negligence and that of its agents, employees, invitees, licensees or subcontractors, including Contractor's proportional share based upon each parties negligence of costs, attorney's fees and expenses incurred in connection with any claim action or proceeding brought with the respect to such injury or damage.

Should Contractor be required to investigate and defend any actions pursuant to this Section 3.18 that are subsequently determined not to be the responsibility of the Contractor, a Subcontractor, anyone directly employed by them, or anyone for whose acts they may be liable, Owner shall then reimburse Contractor its costs including any applicable insurance deductible attorney's fee and other related expenses.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor under this paragraph 3.18 shall not extend to:

1. the liability of the Architect, Owner, their agents or employees, arising out of: the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, design or specifications; or (b) the giving of or failure to give directions or instruction by the Architect, Owner, their agents or employees; and
2. any and all claims, damages, losses and expenses (including, without limitations, attorneys fees) for punitive or exemplary damages, whether arising out of acts of the insured party or any other persons; or caused by or resulting from the installation, existence or removal of asbestos by or on behalf of an insured party; or caused by subsidence of land arising out of or attributable to operations of the insured party, provided, however; nothing herein shall relieve Contractor of its obligation to correct defective or faulty work.

## ARTICLE 4 ARCHITECT

### § 4.1 GENERAL

**§ 4.1.1** The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 4.1.2** Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

**§ 4.1.3** If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

### § 4.2 ADMINISTRATION OF THE CONTRACT

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment.

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The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

**§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the information expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

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### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### § 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15. The Owner must comply with the safety and insurance requirements of Contractor as a precedent to exercising such right.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

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§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

## § 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Owner may assert costs to Contractor that the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

## § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner, Architect and Contractor as to the method of determining payment, an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly as required by the Contract, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

### § 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect or Contractor and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract



Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. The Contractor shall not be required to proceed with any Construction Change Directive that effects the scope, cost, or duration of the work without an executed Pending Change Order (PCO) by the Owner.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly evaluate the scope of the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Contractor shall submit a PCO to the Owner for signature. The PCO shall provide a stated change to the contract amount and time, or if such items cannot be determined at that time, a "Proceed and Quote" PCO shall be submitted that identifies that fact that time and cost impacts will be incurred, and clarifies how such costs will be collected and presented. Contractor shall not proceed with the work described in the Construction Change Directive without a signed PCO by the Owner.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the cost of performing the Construction Change Directive is not determined in advance of the work being performed, and if the Owner, Architect and Contractor all agree to approve performing such additional work as may be directed under the Construction Change Directive on a Time and Material (T&M) basis per a "Proceed and Quote" PCO, then the Architect and Owner shall approve a Change Order substantiated by invoices and statements for performing the Work, and an adjustment on the basis of reasonable expenditures and savings of performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3. The Contractor shall keep and present, in such form as the Architect may reasonably prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Charges for Contractor's labor, including labor burden.
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Charges for rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Charges for premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Subcontractor costs
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

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**§ 7.3.8** Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment including, without limitation, a reasonable allowance for Contractor's General Conditions and fee, accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order..

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15. The Owner shall pay such amounts as certified by the Architect.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### **§ 7.4 MINOR CHANGES IN THE WORK**

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

### **ARTICLE 8 TIME**

#### **§ 8.1 DEFINITIONS**

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

#### **§ 8.2 PROGRESS AND COMPLETION**

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

#### **§ 8.3 DELAYS AND EXTENSIONS OF TIME**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

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§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may reasonably require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

### § 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values. Such application shall be notarized, if required, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion

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and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### § 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

#### § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact



Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

**§ 9.6.5** Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### **§ 9.7 FAILURE OF PAYMENT**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

#### **§ 9.8 SUBSTANTIAL COMPLETION**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Architect to prepare a comprehensive Punch list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents, however, after such Punch list is prepared and transmitted to Contractor, any other item will be deemed Warranty.

**§ 9.8.3** The Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

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## § 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

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- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

### § 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.



### § 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

### § 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by



a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

## § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.



§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.



### § 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract, and shall pay Contractor all such charges for such bonds.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's written request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such

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costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

## **§ 12.2 CORRECTION OF WORK**

### **§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### **§ 12.2.2 AFTER SUBSTANTIAL COMPLETION**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### **§ 12.3 ACCEPTANCE OF NONCONFORMING WORK**

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable and as mutually agreed upon by the Owner and Contractor. Such adjustment shall be effected whether or not final payment has been made.

## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.



## § 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

## § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

## § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

## § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.



### § 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and



after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

### § 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance, was suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 CLAIMS

#### § 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

#### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.



### § 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

### § 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

### § 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.



§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 may be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties may endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution, any Claim subject to, but not resolved by, mediation may be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

*(Paragraphs deleted)*

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).



§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.





## AMENDMENT # 2

Public Safety Facilities - PD Building  
Grand Junction, CO

April 25, 2011



**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the building concrete and all associated work as described below.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 2 is prepared pursuant to the plans prepared by The Blythe Group Plus Co., AECOMM and The City of Grand Junction., based on:
  - a. Foundation Permit Pack Dated 3/28/11.
  - b. Geotechnical Report prepared by Ground Engineering dated 11/4/2008
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.

**Exclusions**

3. Sales and Use Tax
4. Davis Bacon Wages
5. Testing or special inspections or special inspector of any kind.
6. Utility company fees, impact development costs or fees, or permits of any kind.

---

**GENERAL CONDITIONS**

1. Included in Amendment 1.
- 

**CONCRETE**

1. The concrete scope (**building concrete only**) includes associated survey work, clean up, hauling of trash, traffic control, layout, material hoisting and pumping
2. The following building concrete is included but not limited to:
  - Filling pipe piles
  - Pile caps
  - Grade Beams
  - Pilasters
  - Slab on Grade
  - Pan Stairs



- 2<sup>nd</sup> Floor and Roof Composite Slab
- Elevator and Stair Walls

---

#### GENERAL EXCLUSIONS


The following are not included in the cost of the work:

1. Concrete work East of 6<sup>th</sup> Street

#### OTHER ASSUMPTIONS

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

Total Amount of Amendment # 2 \$723,852

Signed by:   
City of Grand Junction

Dated 4-27-11

Signed by:   
Shaw Construction LLC

Dated 4-27-11



## GRAND JUNCTION POLICE DEPARTMENT/911 CENTER

Grand Junction, Colorado  
Schematic Budget - March 31, 2011

Page 1

4/26/2011 7:54 AM

Grand Junction PD-911 11-04-01.pee

Project name	Grand Junction PD-911 Grand Junction CO
Estimator	rk
Labor rate table	1
Job size	63863 sf
Duration	15 mo
Bid date	3/31/2011
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes





# GRAND JUNCTION POLICE DEPARTMENT/911 CENTER

Grand Junction, Colorado  
Schematic Budget - March 31, 2011

Page 2A  
4/26/2011 7:54 AM  
Grand Junction PD-911 11-04-01.pee

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
003000		<b>CONCRETE</b>				
	003310	<b>CAST-IN-PLACE CONCRETE</b>				
		Pipe Pile Fill	8,050.00 lf	4.00 /lf	32,200	187 cy
		Pump Concrete	1,883.00 cy	12.00 /cy	22,596	
		Pile Caps - cy	165.00 cy	300.00 /cy	49,500	
		Elevator Pit Walls - 4"	13.38 cy	325.00 /cy	4,349	86 lf
		Elevator/Stair Pile Cap Slabs - 12"	46.22 cy	275.00 /cy	12,711	1,248 sf
		Pit Sumps	2.00 cy	350.00 /cy	700	
		Grade Beams - cy	89.64 cy	325.00 /cy	29,133	
		Structural/Shear Walls - cy	302.74 cy	350.00 /cy	105,959	
		Slab On Grade - 5"	31,739.00 sf	4.41 /sf	139,810	407 cy
		6" Gravel Base @ S.O.G.	247.00 cy	26.00 /cy	6,422	
		Slab on Metal Deck	32,499.00 sf	4.25 /sf	138,121	517 cy
		Slab on Metal Deck - Balcony	860.00 sf	6.00 /sf	5,160	15 cy
		- Blow-off/clean deck	33,359.00 sf	0.26 /sf	8,590	
		Locker Base	1,101.00 sf	8.26 /sf	9,092	22 cy
		RTU Slab at Roof	1,273.00 sf	8.26 /sf	10,512	52 cy
		Equipment Pads - sf	190.00 sf	9.26 /sf	1,759	4 cy
		Weather Protection	63,863.00 sf	0.15 /sf	9,739	
		Concrete Hoisting Equip.	3.00 mo	4,666.67 /mo	14,000	
		Building Survey	31,739.00 sf	0.25 /sf	7,935	
		Concrete Layout	173.00 hr	105.75 /hr	18,295	Carpenter Foreman + Carpenter
		Clean-up	346.00 hr	27.37 /hr	9,469	
		Haul Trash	2.00 ea	450.00 /ea	900	
		Traffic Control	129.75 hr	31.12 /hr	4,038	
		<b>CAST-IN-PLACE CONCRETE</b>			<b>640,988</b>	
		<b>CONCRETE</b>			<b>640,988</b>	

## Partial Totals

Description	Amount	Totals	Rate
Labor	48,076		
Material	14,941		
Subcontract	577,970		
	<b>640,987</b>	<b>640,987</b>	
General Liability	7,021		0.970 %
Warrenty Reserve	2,968		0.410 %
P & P Bond	7,383		1.020 %
Subcontractor Bonds	8,670		1.500 %
Material Sales Tax - Exempt			
Contractor Contingency	21,716		3.000 %
	<b>47,758</b>	<b>688,745</b>	
Contractor Fee	35,107		4.850 %
<b>Partial Total</b>		<b>723,852</b>	



300 Kalamath Street  
Denver, CO 80223  
Office 303-825-4740  
Fax 303-825-6403

## LETTER OF TRANSMITTAL

GJ Public Safety Building

Project No: 10013-

Tel:

Fax:

DATE: 04/11/2011

TRANSMITTAL No. 2

**TRANSMITTED TO:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809  
Tel: 970-244-1521  
Fax: 970-256-4090

**TRANSMITTED BY:**

Dave Hall,  
Shaw Construction, LLC  
Tel: 970-242-9236  
Fax: 970-2415618  
Email: daveh@shawconstruction.net

**SUBJECT:**

Performance & Payment Bond

ITEM	DOCUMENT	COPIES	REMARKS
1	Performance & Payment Bond	1	

**NOTES:**

  
SIGNATURE

4-11-11  
DATE

CC:



# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 105583100

AIA Document A312

## Performance Bond

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

### CONTRACTOR (Name and Address):

SHAW CONSTRUCTION LLC  
760 Horizon Drive, Suite 201  
Grand Junction, Colorado 81506

### SURETY (Name and Principal Place of Business):

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
One Tower Square  
Hartford, Connecticut 06183

### OWNER (Name and Address):

CITY OF GRAND JUNCTION, COLORADO  
Purchasing Division  
2549 River Road  
Grand Junction, Colorado 81505-7209

### CONSTRUCTION CONTRACT

Date: August 24, 2010

Amount: (\$2,400,976.00) TWO MILLION FOUR HUNDRED THOUSAND NINE HUNDRED SEVENTY SIX AND NO/100 DOLLARS

Description (Name and Location): City of Grand Junction Public Safety Projects

### BOND

Date (Not earlier than Construction Contract Date): April 4, 2011

Amount: (\$2,400,976.00) TWO MILLION FOUR HUNDRED THOUSAND NINE HUNDRED SEVENTY SIX AND NO/100 DOLLARS

Modifications to this Bond:

☒ None

☐ See Page 3

### CONTRACTOR AS PRINCIPAL

Company: SHAW CONSTRUCTION LLC (Corporate Seal)

By: Shaw Services Company, Manager

Signature: J. Paul Banks

Name and Title: J Paul Banks CFO

### SURETY

Company: TRAVELERS CASUALTY AND (Corporate Seal)

SURETY COMPANY OF AMERICA

Signature: Cynthia M. Burnett

Name and Title: Cynthia M. Burnett  
Attorney-in-Fact

(Any additional signatures appear on page 3)

### (FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER: Surescape Insurance  
Services, LLC

7800 South Elati Street, Suite 100  
Littleton, Colorado 80120  
(303) 225-8030

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

618 Rood Avenue  
Grand Junction, Colorado 81501

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

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

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

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

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

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

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

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

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

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

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

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

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



able to sureties as a defense in the jurisdiction of the suit shall be applicable.

1. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

## 12. DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

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

### CONTRACTOR AS PRINCIPAL

Company: Not Applicable (Corporate Seal)

### SURETY

Company: Not Applicable (Corporate Seal)

Signature: Not Applicable  
Name and Title: Not Applicable  
Address: Not Applicable

Signature: Not Applicable  
Name and Title: Not Applicable  
Address: Not Applicable

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 105583100

AIA Document A312

## Payment Bond

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

**CONTRACTOR (Name and Address):**

SHAW CONSTRUCTION LLC  
760 Horizon Drive, Suite 201  
Grand Junction, Colorado 81506

**SURETY (Name and Principal Place of Business):**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
One Tower Square  
Hartford, Connecticut 06183

**OWNER (Name and Address):**

CITY OF GRAND JUNCTION, COLORADO  
Purchasing Division  
2549 River Road  
Grand Junction, Colorado 81505-7209

**CONSTRUCTION CONTRACT**

Date: August 24, 2010

Amount: (\$ 2,400,976.00) TWO MILLION FOUR HUNDRED THOUSAND NINE HUNDRED SEVENTY SIX AND NO/100 DOLLARS

Description (Name and Location): City of Grand Junction Public Safety Projects

**BOND**

Date (Not earlier than Construction Contract Date): April 4, 2011

Amount: (\$2,400,976.00) TWO MILLION FOUR HUNDRED THOUSAND NINE HUNDRED SEVENTY SIX AND NO/100 DOLLARS

Modifications to this Bond:

☐ None

☒ See Page 6

**CONTRACTOR AS PRINCIPAL**

Company: SHAW CONSTRUCTION LLC (Corporate Seal)

By: Shaw Services Company, Manager

Signature: J. Paul Banks

Name and Title: J. Paul Banks, CFO

**SURETY**

Company: TRAVELERS CASUALTY AND (Corporate Seal)

SURETY COMPANY OF AMERICA

Signature: Cynthia M. Burnett

Name and Title: Cynthia M. Burnett  
Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER: Surescape Insurance  
Services, LLC

7800 South Elati Street, Suite 100  
Littleton, Colorado 80120  
(303) 225-8030

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

618 Rood Avenue  
Grand Junction, Colorado 81501



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

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this



Bond shall be construed as a statutory bond and not as a common law bond.

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

#### 15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

#### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

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

CONTRACTOR AS PRINCIPAL

Company: Not Applicable

(Corporate Seal)

SURETY

Company: Not Applicable

(Corporate Seal)

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable

Signature: Not Applicable

Name and Title: Not Applicable

Address: Not Applicable



**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 218666

Certificate No. 003144706

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

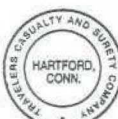
Douglas J. Rothery, Cynthia M. Burnett, Kathy Van Houten, and Erik E. Ulibarri

of the City of Denver, State of Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 16th day of May, 2007.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: 

George W. Thompson, Senior Vice President

On this the 16th day of May, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



  
 Marie C. Tetreault, Notary Public



### AMENDMENT # 3

Public Safety Facilities - PD Building  
Grand Junction, CO

June 17, 2011





## **OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the building concrete and all associated work as described below.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

## **GENERAL INFORMATION**

1. Amendment # 3 is prepared pursuant to the plans prepared by The Blythe Group Plus Co., AECOMM and The City of Grand Junction., based on:
  - a. Design Development Drawings dated April 12, 2011.
  - b. Design Development Specifications dated April 12, 2011.
  - c. Design Development Narrative dated April 12, 2011.
  - d. Structural Bid Pack dated April 26, 2011.
  - e. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

## **Exclusions**

3. Dry utilities to the site.
4. Sales and Use Tax.
5. Davis Bacon Wages.
6. Testing or special inspections or special inspector of any kind.
7. Utility company fees, impact development costs or fees, or permits of any kind.

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## **GENERAL CONDITIONS**

1. Included in Amendment 1.

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## **STEEL**

The steel scope includes the following:

1. Structural Steel:
  - Roof structure
  - Canopy framing at south balcony
  - Canopy framing at the main entrance

- Upper floor
  - Steel stairs
  - 2. 2-strand safety cable associated with structural steel.
  - 3. Traffic control associated with structural steel.
  - 4. Metal Deck:
    - Metal floor deck
    - Metal roof deck
  - 5. All steel is being detailed by KL&A and is to be reviewed by Lindauer Dunn. The steel pricing represents a full scope of work. The only steel that is not included in this price is steel that is added due to an owner change or other change in scope.
  - 6. Steel is to be inspected by an independent inspector hired directly by the City of Grand Junction.
  - 7. Architectural metals to be priced separately and will be added through a future addendum.
- 

#### **MECHANICAL & PLUMBING**

The mechanical and plumbing scope includes the following:

1. All rough in plumbing including underground to 5' outside of the building footprint.
  2. All plumbing fixtures, supply and install.
  3. All plumbing trim.
  4. Mechanical/HVAC includes all rough in, final trim and fixtures.
  5. Complete control system for HVAC.
  6. Redundant systems to accommodate 911 communication and police functions.
  7. Acoustic isolation.
  8. Mechanical coordination drawings.
  9. Test and balance of all systems.
  10. Scope includes working with City hired commissioning agent to assist with regular updates, working with hand held PDA, will commission building prior to commissioning agent final inspection then will assist in ensuring that all systems are working as intended.
  11. Subcontractor working in a "Design Assist" capacity to ensure that schedule is met and that the budget is maintained during construction.
  12. Subcontractor shall keep a running trend log to track the budget and to offer value engineering ideas to the owner in a timely manner.
- 

#### **ELECTRICAL**

The electrical scope includes the following:

13. All rough in electrical including underground to transformer and conduit to the East side of 6<sup>th</sup> street.



- a. All 2" and 4" conduit as shown (to the East side of 6<sup>th</sup> street)
- b. (7) pull boxes
- c. Survey and layout associated with site conduit
14. All electrical fixtures, supply and install.
15. All electrical trim.
16. Electrical work includes all rough in, final trim and fixtures.
17. Building ground ring.
18. Radio tower grounding.
19. Emergency Generator and transfer switching.
20. Lighting Fixture package **Allowance of \$475,779.**
21. Lighting Control **Allowance of \$135,390.**
22. Lightning protection system.
23. Phone/Data systems - conduit, raceways, pre-wire and punch downs.
24. AV Conduit.
25. Fire alarm.
26. Communications and security conduit.
27. Fiber cabling to Fire administration building and Fire station # 1.
28. Redundant systems to accommodate 911 communication and police functions.
29. Acoustic isolation.
30. Electrical coordination drawings.
31. Test and balance of all systems.
32. Scope includes working with City hired commissioning agent to assist with regular updates, working with hand held PDA, will commission building prior to commissioning agent final inspection then will assist in ensuring that all systems are working as intended.
33. Subcontractor working in a "Design Assist" capacity to ensure that schedule is met and that the budget is maintained during construction.
34. Subcontractor shall keep a running trend log to track the budget and to offer value engineering ideas to the owner in a timely manner.

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#### **GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. None

#### **OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the



Public Safety Facilities - PD Building

requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.

4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

Total Amount of Amendment # 3 = \$6,968,852.00

Signed by:   
City of Grand Junction

Dated 6-20-11

Signed by:   
Shaw Construction LLC

Dated 6-17-11





# GRAND JUNCTION POLICE DEPARTMENT/911 CENTER

Grand Junction, Colorado  
Schematic Budget - March 31, 2011

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Grand Junction PD-911 11-04-01.pee

Project name	Grand Junction PD-911 Grand Junction CO
Estimator	rk
Labor rate table	1
Job size	63863 sf
Duration	15 mo
Bid date	3/31/2011
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes



## GRAND JUNCTION POLICE DEPARTMENT/911 CENTER

Grand Junction, Colorado  
Schematic Budget - March 31, 2011Page 2  
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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
002000		<b>SITWORK</b>				
	002580	<b>SITE ELECTRICAL</b>				
		<b>Communications Ductbank</b>	*	/*		
		1 - 2" PVC Conduit	1,322.00 lf	4.00 /lf	5,288	
		2 - 4" PVC Conduit	218.00 lf	8.00 /lf	1,744	
		3 - 4" PVC Conduit	113.00 lf	12.00 /lf	1,356	
		4 - 4" PVC Conduit	171.00 lf	16.00 /lf	2,736	
		- Pull Boxes	7.00 ea	350.00 /ea	2,450	
		<b>Excavation &amp; Backfill</b>	incl	/incl		
		Survey & Layout	1,914.00 lf	2.50 /lf	4,785	
		<b>SITE ELECTRICAL</b>			<b>18,359</b>	
		<b>SITWORK</b>			<b>18,359</b>	
005000		<b>METALS</b>				
	005120	<b>STRUCTURAL STEEL</b>				
		Roof Structure / Tns.	173.04 tn	2,500.00 /tn	432,600	9#/sf + Connections
		Canopy Framing at South Balcony	2.34 tn	4,000.00 /tn	9,360	390 sf
		Canopy Framing at Main Entrance	2.38 tn	5,000.00 /tn	11,900	396 sf
		Upper Floor / Tns.	280.22 tn	2,450.00 /tn	686,539	14#/sf + Connections
		2-Strand Safety Cable	990.00 lf	6.19 /lf	6,130	
		Steel Stairs	3.00 fl	8,750.00 /fl	26,250	includes roof access stair
		Traffic Control	86.70 hr	25.61 /hr	2,221	
		<b>STRUCTURAL STEEL</b>			<b>1,175,000</b>	
	005310	<b>METAL DECK</b>				
		Metal Floor Deck	33,359.00 sf	2.25 /sf	75,058	
		Metal Roof Deck	34,222.00 sf	2.25 /sf	77,000	
		<b>METAL DECK</b>			<b>152,057</b>	
	005510	<b>MISC. METALS</b>				
		Elevator Beams	2.00 ea	1,500.00 /ea	3,000	
		<b>MISC. METALS</b>			<b>3,000</b>	
		<b>METALS</b>			<b>1,330,057</b>	
015000		<b>MECHANICAL</b>				
	015100	<b>PLUMBING</b>				
		Plumbing /sf	63,863.00 sf	8.03 /sf	512,820	
		<b>PLUMBING</b>			<b>512,820</b>	
	015510	<b>HVAC</b>				
		HVAC System / sf	63,863.00 sf	25.95 /sf	1,657,245	
		HVAC Controls	63,863.00 sf	3.10 /sf	197,975	
		Mechanical Coordination Drawings & Commissioning	63,863.00 sf	1.20 /sf	76,636	
		<b>HVAC</b>			<b>1,931,856</b>	
	015950	<b>TEST &amp; BALANCE</b>				
		Test & Balance	63,863.00 sf	0.40 /sf	25,545	
		<b>TEST &amp; BALANCE</b>			<b>25,545</b>	
		<b>MECHANICAL</b>			<b>2,470,221</b>	
016000		<b>ELECTRICAL</b>				
	016010	<b>ELECTRICAL</b>				
		Building Electrical	63,863.00 sf	12.07 /sf	770,826	
		- Building Ground Ring	63,863.00 sf	0.84 /sf	53,645	
		- Radio Tower Grounding	1.00 ls	10,600.00 /ls	10,600	
		Emergency Generator & Transfer Switching	1,250.00 kw	401.20 /kw	501,500	
		<b>ELECTRICAL</b>			<b>1,336,571</b>	
	016510	<b>LIGHTING &amp; POWER</b>				
		Fixture Package Allowance	63,863.00 sf	7.45 /sf	475,779	
		Lighting Control Allowance	63,863.00 sf	2.12 /sf	135,390	
		<b>LIGHTING &amp; POWER</b>			<b>611,169</b>	
	016605	<b>LIGHTNING PROTECTION</b>				
		Lightning Protection System	63,863.00 sf	0.44 /sf	28,100	
		<b>LIGHTNING PROTECTION</b>			<b>28,100</b>	





# GRAND JUNCTION POLICE DEPARTMENT/911 CENTER

Grand Junction, Colorado  
Schematic Budget - March 31, 2011

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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
016740		COMMUNICATIONS & SECURITY				
		Phone / Data Systems - Conduit & Raceways	63,863.00 sf	0.65 /sf	41,511	
		Phone / Data Systems - Prewire & Punchdowns	63,863.00 sf	3.27 /sf	208,832	Cat 6A
		A/V Conduit	63,863.00 sf	0.22 /sf	14,050	
		Fire Alarm	63,863.00 sf	0.91 /sf	58,115	
		Communications & Security Conduit	63,863.00 sf	0.15 /sf	9,579	
		Fiber Cabling to FA & FS#1	1,459.00 lf	24.42 /lf	35,629	
		COMMUNICATIONS & SECURITY			367,716	
		ELECTRICAL			2,343,556	



# GRAND JUNCTION POLICE DEPARTMENT/911 CENTER

Grand Junction, Colorado  
Schematic Budget - March 31, 2011

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Grand Junction PD-911 11-04-01.pee

## Estimate Totals

Description	Amount	Totals	Rate
Labor	5,381		
Material			
Subcontract	6,156,812		
	<b>6,162,193</b>	<b>6,162,193</b>	
General Liability	67,598		0.970 %
Warrenty Reserve	28,572		0.410 %
P & P Bond	71,082		1.020 %
Subcontractor Bonds	92,352		1.500 %
Material Sales Tax - Exempt			
Contractor Contingency	209,066		3.000 %
	<b>468,670</b>	<b>6,630,863</b>	
Contractor Fee	337,989		4.850 %
<b>Total</b>		<b>6,968,852</b>	





## AMENDMENT # 4

Public Safety Facilities - PD Building  
Grand Junction, CO

August 1, 2011

**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the building concrete and all associated work as described below.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 4 is prepared pursuant to the plans prepared by The Blythe Group Plus Co., AECOMM and The City of Grand Junction., based on:
  - a. Core and Shell Permit Pack by Blythe Group + Co. dated 5/24/11.
  - b. Civil Drawings labeled "Core and Shell Permit Package" issued by the City of Grand Junction dated 5/31/11, Sheet #'s, C0-3, C2-1, C2-2 & C6-1.
  - c. Core and Shell Specifications issued by Blythe Group + Co.
  - d. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

**Exclusions**

3. Sales and Use Tax.
4. Davis Bacon Wages.
5. Testing or special inspections or special inspector of any kind.
6. Utility company fees, impact development costs or fees, or permits of any kind.

---

**GENERAL CONDITIONS**

1. Included in Amendment 1.
- 

**PRIMARY UTILITIES**

The primary utility scope includes the following:

1. Remove site concrete and asphalt paving for trenching East of 6<sup>th</sup> Street
2. Dry utility trenching, conduit and backfill with native material per the drawings
3. 3,730 lf of 2" Sch 40 conduit



4. 1,440 lf 2" Sch 80 conduit for City communication
  5. 2,650 lf 4" Sch 40 conduit
  6. 850 lf 4" schedule 80 for city communications
  7. Flow fill for street crossings at 6<sup>th</sup> and 7<sup>th</sup>
  8. Boring for conduit below modular's at PD (3) 4" and (3) 2" conduits
  9. (7) Pull Boxes
  10. Excavate and set Qwest vaults / Xcel transformer base (Vault materials provided by others)
  11. Install 6" temp asphalt millings in PD parking lot and sidewalk areas removed by trenching
  12. 4" asphalt patching at 6<sup>th</sup> street crossings, at concrete drive apron on south fire station driveway, and T-Top patch across 7<sup>th</sup> street
  13. Traffic control for street crossings
- 

## MASONRY

The masonry scope includes the following:

1. All Brick work:
    - a. All exterior brick supply and install (23,114 sf)
    - b. Includes 15# felt for exterior envelope (at all brick, cast stone and metal wall panels)
    - c. Temporary enclosures and weather protection
    - d. Cleaning of brick
    - e. All scaffolding necessary for a complete installation of brick
  2. All CMU (concrete masonry units):
    - a. All Block Masonry supply and install (2,451 sf)
    - b. All masonry reinforcing
    - c. Clean up of CMU
    - d. Haul trash
  3. All Cast Stone:
    - a. All Cast Stone (14,650 sf) (Ariscraft stone per specifications)
      - i. Includes stone parapet caps (1,096 lf)
      - ii. Includes stone pilaster caps (647 sf)
    - b. Temporary enclosures and weather protection
    - c. Clean cast stone
    - d. All scaffolding necessary for a complete installation of cast stone
-

**ROOFING & WALL PANELS**

The roofing and wall panel scope includes the following:

1. Metal scope:
  - a. Metal roofing canopy at South balcony (390 sf)
  - b. Metal wall panels at high roof walls (2,373 sf)
  - c. Metal panel equipment screen (1,555 sf)
  - d. All metal flashing at walls, TPO terminations and at parapets
2. Thermoplastic (TPO) Roofing scope includes:
  - a. Membrane roofing (34,222 sf)
  - b. Membrane over all parapet caps (1,795 sf)
  - c. All membrane fasteners, termination bars and adhesives
  - d. All roof walk boards per the specifications (990 sf)
  - e. TPO coated metal at scuppers

**STOREFRONT SYSTEMS (exterior only):**

The storefront system scope includes the following:

1. All exterior aluminum storefront (4,310 sf)
2. All aluminum BULLET RESISTANT storefront included (244 sf)
3. All tube steel framing associated with storefront installation
4. Aluminum entrance doors (exterior) (12 ea)
5. Bullet resistant aluminum entrance doors (8 ea)
6. Aluminum entrance doors at interior vestibules (6 ea)
7. Aluminum sunshades at windows
8. (4 ea) automatic door openers
9. Hardware for storefront is not included in this scope. Hardware for storefront will be covered in the "hardware" scope of work

**BUILDING INFORMATION MODELING:**

The building information modeling (BIM) scope includes:

1. 3D coordination of architectural, structural, mechanical, plumbing and electrical drawings.
2. A total Allowance of \$64,500 for these services including all time and reimbursables.

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**GENERAL EXCLUSIONS**

The following are not included in the cost of the work:





1. None

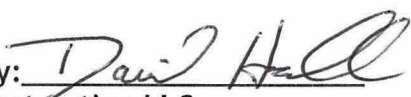
**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

**Total Amount of Amendment # 4 = \$2,163,232**

Signed by:   
City of Grand Junction

Dated 8/1/11

Signed by:   
Shaw Construction LLC

Dated 8-1-11



## GRAND JUNCTION POLICE DEPARTMENT/911 CENTER

Grand Junction, Colorado  
Amendment 4

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Grand Junction PD-911 Amend 4.pee

Project name	Grand Junction PD-911 Grand Junction CO
Estimator	rk
Labor rate table	1
Job size	63863 sf
Duration	15 mo
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
002000		<b>SITEWORK</b>				
	002505	SITE UTILITIES				
		Primary Utilities	1.00 ls	84,789.00 /ls	84,789	
		SITE UTILITIES		/sf	84,789	
		<b>SITEWORK</b>			<b>84,789</b>	
004000		<b>MASONRY</b>				
	004210	BRICK MASONRY				
		Brick Masonry	23,114.00 sf	16.00 /sf	369,824	
		Temp Enclosures & Weather Protection	23,114.00 sf	2.24 /sf	51,775	
		Clean Brick	23,114.00 sf	0.55 /sf	12,759	
		Scaffolding	23,114.00 sf	0.80 /sf	18,422	
		BRICK MASONRY		/sf	452,780	
	004220	CONCRETE MASONRY UNITS				
		Block Masonry	2,451.00 sf	12.00 /sf	29,412	
		Masonry Reinforcing	2,451.00 sf	1.50 /sf	3,677	
		Clean-up	173.00 hr	26.12 /hr	4,518	
		Haul Trash	4.00 ea	450.00 /ea	1,800	
		CONCRETE MASONRY UNITS		/sf	39,407	
	004720	CAST STONE				
		Cast Stone	14,650.00 sf	30.00 /sf	439,500	
		Temp Enclosures & Weather Protection	14,650.00 sf	2.24 /sf	32,816	
		Clean Cast Stone	14,650.00 sf	0.55 /sf	8,058	
		Scaffolding	14,650.00 sf	0.80 /sf	11,720	
		Cast Stone Parapet Caps	1,096.00 lf	44.00 /lf	48,224	
		Cast Stone Pilaster Caps	647.00 sf	22.00 /sf	14,234	
		CAST STONE		/sf	554,552	
		<b>MASONRY</b>			<b>1,046,738</b>	
007000		<b>THERMAL</b>				
	007270	AIR BARRIERS				
		15# Felt	36,265.00 sf	0.15 /sf	5,440	
		AIR BARRIERS		/sf	5,440	
	007410	METAL ROOF/WALL PANELS				
		Metal Roofing Canopy @ S Balcony	390.00 sf	8.00 /sf	3,120	
		Metal Wall Panels	2,373.00 sf	8.00 /sf	18,984	at High Roof Walls
		Metal Panel Equip. Screen	1,555.00 sf	14.72 /sf	22,886	includes structure
		METAL ROOF/WALL PANELS		/sf	44,990	
	007540	THERMO-PLASTIC ROOFING				
		Thermoplastic (TPO) Roofing	34,222.00 sf	8.00 /sf	273,776	
		TPO at Parapet Caps	1,795.00 sf	8.00 /sf	14,360	
		THERMO-PLASTIC ROOFING		/sf	288,136	
	007620	FLASHING & SHEET METAL				
		Wall Flashing & Parapets	36,265.00 sf	0.75 /sf	27,199	
		FLASHING & SHEET METAL		/sf	27,199	
	007720	ROOF ACCESSORIES				
		Roof Walk Boards	990.00 sf	4.00 /sf	3,960	
		ROOF ACCESSORIES		/sf	3,960	
		<b>THERMAL</b>			<b>369,725</b>	
008000		<b>DOORS &amp; WINDOWS</b>				
	008410	STOREFRONT SYSTEMS				
		Alum Storefront	4,310.00 sf	32.00 /sf	137,920	
		Alum Storefront - Bullet Resistant	721.00 sf	75.00 /sf	54,075	
		Interior Alum Storefront	244.00 sf	28.00 /sf	6,832	non thermally broken
		- 4"x 8"x 1/4" Tube Steel Framing at Windows	9.55 tn	5,000.00 /tn	47,750	838 lf
		- Aluminum Sunshades at Windows	175.00 lf	160.00 /lf	28,000	
		Alum. Entrance Doors - Exterior	12.00 ea	1,800.00 /ea	21,600	
		Alum. Entrance Doors - Bullet Resistant	8.00 ea	4,500.00 /ea	36,000	
		Alum. Entrance Doors - Interior	6.00 ea	1,800.00 /ea	10,800	
		Automatic Door Operator	4.00 ea	1,600.00 /ea	6,400	



# GRAND JUNCTION POLICE DEPARTMENT/911 CENTER

Grand Junction, Colorado  
Ammendment 4

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Grand Junction PD-911 Amend 4.pee

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		STOREFRONT SYSTEMS		/sf	349,377	
		DOORS & WINDOWS			349,377	
019000		INSURANCE/PERMITS/MISC				
	019400	SERVICES				
		Building Information Modeling (BIM)	1,000.00 hr	64.50 /hr	64,500	
		SERVICES		/sf	64,500	
		INSURANCE/PERMITS/MISC			64,500	





# GRAND JUNCTION POLICE DEPARTMENT/911 CENTER

Grand Junction, Colorado  
Amendment 4

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Grand Junction PD-911 Amend 4.pee

## Estimate Totals

Description	Amount	Totals	Rate
Labor	113,346		
Material	43,716		
Subcontract	1,758,068		
	<u>1,915,130</u>	1,915,130	
General Liability	20,983		0.970 %
Warrenty Reserve	8,869		0.410 %
P & P Bond	22,065		1.020 %
Subcontractor Bonds	26,371		1.500 %
Material Sales Tax - Exempt			
Contractor Contingency	<u>64,897</u>		3.000 %
	143,185	2,058,315	
Contractor Fee	104,917		4.850 %
<b>Total</b>		<b>2,163,232</b>	



## **AMENDMENT # 5**

Public Safety Facilities - Fire Station # 1  
Grand Junction, CO

August 31, 2011



**OVERVIEW**

The Public Safety Facilities - Fire Station # 1 is a renovation of an existing building located at 620 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire station facility (13,862 SF) on a previously developed site. Work includes the Selective Demolition and General Conditions and as described below.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 5 is prepared pursuant to the plans prepared by The Blythe Group Plus Co. and TCA based on:
  - a. Demolition Set by Blythe Group + Co. dated 8/15/11.
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

**Exclusions**

3. Sales and Use Tax.
4. Davis Bacon Wages.
5. Testing or special inspections or special inspector of any kind.
6. Utility company fees, impact development costs or fees, or permits of any kind.

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**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates and schedule duration of 7 months.
2. The General Conditions included in this Amendment will cover the full scope of renovation and construction for Fire Station # 1 (future amendments will be added to include additional scope of work).
3. Compliance with LEED certification is not included in the scope of work.
4. Commissioning - the work of a Commissioning agent is excluded.

---

**SELECTIVE DEMOLITION**

The selective demolition scope includes the following:

1. Contractor to work with Habitat for Humanity to salvage selective materials.

2. Contractor to salvage and/or recycle selective materials to benefit the project.
3. Selective demolition layout.
4. Demo exterior addition.
5. Demo pop out at North Wall.
6. Demo interior masonry partitions.
7. Remove ceilings, flooring, and drywall partitions.
8. Saw cut and remove floor at wash bay.
9. Saw cut and remove floor for plumbing trenches at drains and administrative areas.
10. Saw cut walls.
11. Remove (34) doors and frames.
12. Remove existing windows.
13. Demo storefront.
14. Remove cabinets.
15. Remove existing plumbing fixtures
16. Remove existing appliances.
17. Misc. demolition, temporary shoring, clean up and haul trash.

---

#### **GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous material removal is by owner.
2. Permits shall be billed separately or paid directly by owner.
3. No allowances included in this amendment.

#### **OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.





Public Safety Facilities - Fire Station # 1

6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

Total Amount of Amendment # 5 = \$344,773

Signed by:   
City of Grand Junction

Dated 8-31-11

Signed by:   
Shaw Construction LLC

Dated 8-31-11



## GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado  
Amendment #1 - August 31, 2011

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Grand Junction FS1 11-08-31.pee

Project name	Grand Junction FS#1 Grand Junction CO
Estimator	rk
Labor rate table	1
Job size	13544 sf
Duration	7 mo
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
001000		<b>GENERAL CONDITIONS</b>				
	001310	PROJECT MANAGEMENT				
	001312	FIELD PERSONNEL				
	001320	CONSTRUCTION DOCUMENTS				
		Blue Printing - Construction Documents	60.00 ea	175.00 /ea	10,500	
		As-Built Documents	1.00 ls	5,489.72 /ls	5,490	
		Progress Photos	3.50 mo	150.00 /mo	525	
		CONSTRUCTION DOCUMENTS	13,544.00 sf	1.22 /sf	16,515	
	001330	SUBMITTALS				
		Shop Drawing Reproductions	1.00 ls	500.00 /ls	500	
		SUBMITTALS	13,544.00 sf	0.04 /sf	500	
	001410	PERMITS & FEES				
		Special Permits	1.00 ls	1,500.00 /ls	1,500	
		PERMITS & FEES	13,544.00 sf	0.11 /sf	1,500	
	001450	QUALITY CONTROL				
		Safety Supervisor	56.00 hr	107.44 /hr	6,017	
		First Aid Equipment	3.50 mo	145.00 /mo	508	
		Safety Equipment	1.00 ls	500.00 /ls	500	
		Temp. Fire Protection	3.50 mo	160.00 /mo	560	
		QUALITY CONTROL	13,544.00 sf	0.56 /sf	7,584	
	001510	TEMPORARY UTILITIES				
		<i>Temp Electrical Install</i>	<i>n/a</i>	<i>/n/a</i>		
		Temp. Phone Install	1.00 ls	1,500.00 /ls	1,500	
		Monthly Electric Costs	3.50 mo	600.00 /mo	2,100	
		Monthly Water Costs	3.50 mo	200.00 /mo	700	
		Monthly Telephone Costs	3.50 mo	400.00 /mo	1,400	
		- Additional Data Line	3.50 mo	200.00 /mo	700	
		TEMPORARY UTILITIES	13,544.00 sf	0.47 /sf	6,400	
	001520	CONSTRUCTION FACILITIES				
		Project Office	3.50 mo	450.00 /mo	1,575	
		Storage Trailer(s)	3.50 mo	150.00 /mo	525	
		Temporary Toilet	14.00 mo	125.00 /mo	1,750	4 ea
		Potable Water	3.50 mo	125.00 /mo	438	
		Office Supplies	3.50 mo	200.00 /mo	700	
		Postage & Shipping	3.50 mo	75.00 /mo	263	
		Copier & Fax	3.50 mo	600.00 /mo	2,100	
		Copy Machine Paper	3.50 mo	150.00 /mo	525	
		Computer Expense	7.00 mo	312.00 /mo	2,184	3 ea
		Move-in/Move-out Expense	1.00 ls	2,966.24 /ls	2,966	
		Jobsite Cell Phones	7.00 mo	155.00 /mo	1,085	
		CONSTRUCTION FACILITIES	13,544.00 sf	1.04 /sf	14,110	
	001540	CONSTRUCTION EQUIPMENT				
		Project Vehicle	3.50 mo	700.00 /mo	2,450	
		Misc. Small Tools	1.00 ls	1,500.00 /ls	1,500	
		<i>Surveyor Equipment</i>	<i>*</i>	<i>/*</i>		
		CONSTRUCTION EQUIPMENT	13,544.00 sf	0.29 /sf	3,950	
	001580	PROJECT IDENTIFICATION				
		Project Sign - Move	1.00 ea	579.55 /ea	580	
		PROJECT IDENTIFICATION	13,544.00 sf	0.04 /sf	580	
	001740	PROJECT CLEANING				
		Trash Haul Service	3.50 ea	450.00 /ea	1,575	Dumpsters also with cost of work
		Clean Building Area	605.50 hr	26.62 /hr	16,120	



# GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado  
Amendment #1 - August 31, 2011

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Grand Junction FS1 11-08-31.pee

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
001740	PROJECT CLEANING					
	Clean Site		242.48 hr	26.62 /hr	6,456	
	PROJECT CLEANING		13,544.00 sf	1.78 /sf	24,151	
GENERAL CONDITIONS			13,544.00 sf	15.43 /sf	208,946	
002000	SITWORK					
002225	SELECTIVE DEMOLITION					
	Selective Demolition Layout		16.00 hr	102.70 /hr	1,643	
	Demo Exterior Addition		288.00 sf	12.74 /sf	3,669	
	Demo Pop-out at North Wall		250.00 sf	12.74 /sf	3,185	
	Demo Drywall Partitions		680.00 lf	11.14 /lf	7,578	
	Demo Interior Masonry Partitions		2,561.00 sf	4.12 /sf	10,551	
	Remove Ceilings		7,680.00 sf	0.81 /sf	6,236	
	Remove Flooring		7,680.00 sf	0.71 /sf	5,476	
	Sawcut Floor at Wash Bay		124.00 lf	7.50 /lf	930	
	Sawcut Floor at new floor drains		284.00 lf	7.50 /lf	2,130	
	Sawcut Floor at new Admin Plumbing		234.00 lf	7.50 /lf	1,755	
	Sawcut Wall		268.00 lf	29.74 /lf	7,970	
	Remove Concrete Floor		1,214.00 sf	2.68 /sf	3,254	at Wash & Maintenance Bays
	Remove Concrete Floor at Drains		284.00 sf	4.26 /sf	1,210	Plumbing Trenches
	Remove Concrete Floor at Admin		234.00 sf	4.26 /sf	997	Plumbing Trenches
	Remove Door and Frame		34.00 ea	48.82 /ea	1,660	
	Remove Existing Windows		18.00 ea	50.82 /ea	915	
	Demo Storefront		600.00 sf	2.50 /sf	1,500	
	Remove Cabinets		50.00 lf	12.48 /lf	624	
	Remove Existing Plumbing Fixtures		25.00 ea	75.00 /ea	1,875	
	Remove Existing Appliances		8.00 ea	78.25 /ea	626	
	Misc Demo		1.00 ls	8,446.03 /ls	8,446	
	Temporary Shoring		1.00 ls	5,165.60 /ls	5,166	
	Clean-up		346.00 hr	26.62 /hr	9,212	
	Haul Trash		14.00 ea	450.00 /ea	6,300	
	SELECTIVE DEMOLITION		13,544.00 sf	6.86 /sf	92,907	\$52,785
SITWORK			13,544.00 sf	6.86 /sf	92,907	\$52,785





# GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado  
Amendment #1 - August 31, 2011

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Grand Junction FS1 11-08-31.pee

## Estimate Totals

Description	Amount	Totals	Rate
Labor	218,335		
Material	37,873		
Subcontract	45,645		
	<u>301,853</u>	301,853	
General Liability	3,344		0.970 %
Warrenty Reserve	1,414		0.410 %
P & P Bond	3,517		1.020 %
Subcontractor Bonds	685		1.500 %
Material Sales Tax - Exempt			
Contractor Contingency	<u>17,239</u>		5.000 %
	26,199	328,052	
Contractor Fee	<u>16,721</u>		4.850 %
	16,721	344,773	
<b>Total</b>		<b>344,773</b>	



## GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

*Grand Junction, Colorado*  
*Ammendment #1 - August 31, 2011*

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*Grand Junction FS1 11-08-31.pee*





## AMENDMENT # 6

Public Safety Facilities - PD Building  
Grand Junction, CO

September 6, 2011

**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 6 is prepared pursuant to the plans prepared by The Blythe Group Plus Co., AECOMM and The City of Grand Junction., based on:
  - a. "For Construction" drawings dated 7/26/11.
  - b. Specifications, Volume 1 - Divisions 1-14 & Volume 2 - Divisions 21-33 dated 7/26/11.
  - c. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
  - d. Addendums 1 through 4 are included.
  - e. ASI's 1 through 15 included.
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.

**Exclusions**

3. Addendum's 5 through 8 are not included.
4. ASI's 16 and 17 are not included.
5. Sales and Use Tax
6. Davis Bacon Wages
7. Testing or special inspections or special inspector of any kind.
8. Utility company fees, impact development costs or fees, or permits of any kind.

---

**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A and a schedule duration of 15 months. (with the exception of the site work between the east side of 6<sup>th</sup> street and the west side of 7<sup>th</sup>) A portion of this work will occur after the vacancy of the existing police building. Some of the general conditions to cover these costs will be included in a subsequent amendment.
2. Compliance with LEED certification is not included in the scope of work.
3. Commissioning - the work of a Commissioning agent is excluded.



---

## EARTHWORK

The site work includes the following:

1. An Erosion Control plan and management of the SWMP is included per the construction documents. Shaw will pull the State Storm-water permit and the City of Grand Junction shall pull the 521 Drainage District permit. Shaw Construction shall maintain each plan throughout the construction.
2. Temporary site fencing of the Police building, FS#1 and the Fire Administration building is included.
3. Maintenance of the temporary fence is included.
4. Temporary roads, signage and street cleaning is included.
5. An alternate to avoid full over excavation of the existing pad is included and was followed per HB Engineering's letter of recommendation resulting in a savings to the project.
6. Excavation scope includes:
  - Surveying
  - Traffic Control
  - Site Demolition
  - Grading
  - Excavation and Fill
  - Erosion Control
  - All secondary utility trenching
  - All conduit trenching for buildings up to the East side of 6<sup>th</sup> street
7. Pipe Pile scope includes:
  - (8,050 LF) 10" Pipe Piles
  - 35 LF bid length, A (\$20.75/LF) overrun is not included
  - (3) additional piles added by updated structural drawings
8. An **Allowance of \$41,600** is included for an MSE wall on the south side of the police parking lot. This wall will be confirmed if needed in the landscape plan.
9. Site electrical is per plan and includes all conduit, light poles and light pole bases.
10. An **Allowance of \$15,000** for a water feature is included.
11. An **Allowance of \$419,375** is included for Fences and Gates. This will be priced in addendum # 7 that was issued on 8/21/11/.
12. A total **Allowance of \$10,500** is included for building identification signage for Police, FS#-1 and the Fire Administration Building.
13. An **Allowance of \$59,362** is included for Landscape and Dumpster retaining walls.
  - CIP concrete
  - Masonry veneer (one side at dumpster)
  - Cast stone caps
14. The final landscape plans have not been issued for construction so an **Allowance of \$339,832** is included until the landscape design is issued for construction.
15. An **Allowance of \$15,000** for site furnishings is included.

16. (1) sand & oil interceptor is included for the Police building.

The following items are not included:

1. Hazardous soil removal by owner.
2. Storage tank removal by owner.
3. (1) Sand & Oil separator was removed from this scope and added to the FS#1 scope.

---

### PRIMARY UTILITIES

The primary utility scope includes the following:

1. Remove site concrete and asphalt paving for trenching East of 6<sup>th</sup> Street
2. Dry utility trenching, conduit and backfill with native material per the drawings
3. 3,730 lf of 2" Sch 40 conduit
4. 1,440 lf 2" Sch 80 conduit for City communication
5. 2,650 lf 4" Sch 40 conduit
6. 850 lf 4" schedule 80 for city communications
7. Flow fill for street crossings at 6<sup>th</sup> and 7<sup>th</sup>
8. Boring for conduit below modular's at PD (3) 4" and (3) 2" conduits
9. (7) Pull Boxes
10. Excavate and set Qwest vaults / Xcel transformer base (Vault materials provided by others)
11. Install 6" temp asphalt millings in PD parking lot and sidewalk areas removed by trenching
12. 4" asphalt patching at 6<sup>th</sup> street crossings, at concrete drive apron on south fire station driveway, and T-Top patch across 7<sup>th</sup> street
13. Traffic control for street crossings

---

### CONCRETE

The concrete scope includes the following:

1. The concrete scope (**building and site concrete**) includes associated survey work, clean up, hauling of trash, traffic control, layout, material hoisting and pumping
2. The following building concrete is included but not limited to:



- Filling pipe piles
  - Pile caps
  - Grade Beams
  - Pilasters
  - Slab on Grade
  - Pan Stairs
  - 2<sup>nd</sup> Floor and Roof Composite Slab
  - Elevator and Stair Walls
3. The site concrete includes but is not limited to:
- Curbs
  - Gutters
  - Sidewalks
  - Drive lanes
  - Pans & Fillets
  - All sawcutting, doweling and finishing of concrete
- 

## MASONRY

The masonry scope includes the following:

1. All Brick work.
    - a. Includes Tyvek or similar building wrap for exterior envelope (at all brick, cast stone and metal wall panels).
  2. All CMU (concrete masonry units).
  3. All Cast Stone.
- 

## METALS

The steel scope includes the following:

1. Structural Steel.
2. 2-strand safety cable associated with structural steel.
3. Metal Deck.
4. All steel is being detailed by KL&A and is to be reviewed by Lindauer Dunn. The steel pricing represents a full scope of work.
5. Steel is to be inspected by an independent inspector hired directly by the City of Grand Junction.
6. Architectural metals

The following items are excluded:

1. Anodizing the aluminum handrails.
-

**WOOD & PLASTICS**

The scope includes the following:

1. All blocking and backing for all items shown on the plans.
2. Safety railings.
3. All millwork as shown.
  - a. Cabinets
  - b. Countertops
  - c. Shelving
  - d. Closet rod
  - e. Mail cubbies

---

**THERMAL/MOISTURE PROTECTION**

The roofing, wall panels, insulation and waterproofing scope includes the following:

1. Metal scope:
  - a. Metal roofing
  - b. Metal wall panels
  - c. Metal panel equipment screen
  - d. All metal flashing at walls, TPO terminations and at parapets
  - e. 18GA equipment screens
2. Thermoplastic (TPO) Roofing scope includes:
  - a. Membrane roofing
  - b. Membrane over all parapet caps
  - c. All membrane fasteners, termination bars and adhesives
  - d. All roof walk boards per the specifications and as shown
  - e. TPO coated metal at scuppers
  - f. TPO shall be applied vertically to Dens Deck Prime material
  - g. Additional Insulation at RTU's as shown
3. Insulation scope as follows:
  - a. All batt insulation as shown
  - b. All acoustic insulation as shown
  - c. Sprayed urethane insulation as shown
  - d. 2" polystyrene as shown
4. Fluid applied waterproofing as shown

The following items are not included:

1. 18 GA metal panels at vertical walls are not included
2. Custom colors for metal panels and equipment screens are not included



3. Dampproofing is not included

---

## DOORS & HARDWARE

The storefront system scope includes the following:

1. All exterior aluminum storefront
2. All aluminum BULLET RESISTANT storefront included
3. All tube steel framing associated with storefront installation
4. Aluminum entrance doors
5. Bullet resistant aluminum entrance doors
6. Aluminum entrance doors at interior vestibules
7. Aluminum sunshades at windows
8. Automatic door openers
9. Hardware for storefront

Door, hardware, shades

1. All hardware per plans
1. Optical side day lighting system (roller shades) per plans
2. Security and access system for building included
3. An **Allowance of \$46,800** is included for all security equipment East of 6<sup>th</sup> street
4. Interior storefront and glazing included
5. Mirrors as shown
6. An Allowance of \$156,500 is included for all interior glazing, mirrors and interior storefront (in addition to the vestibules).

The following items are excluded:

1. Excludes acoustic rated doors that are not shown.

---

## FINISHES

Interior finishes are included and as follows:

1. Level 4 drywall finish included per plans. Dark colors are not recommended for this level of finish as they can show blemishes within the tolerances of a level 4 finish. Also, paint with medium to high sheen can show these accepted blemishes
2. Stucco as shown
3. Floor and wall tile as shown

4. Crack isolation membrane at locker rooms
5. 3/8" thick Terrazzo Floor
6. Acoustic ceiling including acoustical tiles as shown in the contract documents
7. Static dissipating flooring
8. Rsilient athletic flooring
9. Linoleum
10. Carpet tiles
11. Acoustic treatment as shown
12. Interior paint as shown
13. (511 SF) of epoxy floor.

The following items are not included:

1. Moisture limiter specified as Durabond D-288 (Alternate in the specifications).
2. Acoustic wall treatment.

---

### SPECIALTIES

The following items are included as follows:

1. Marker boards
2. Tackboards
3. Corner guards
4. (3) flagpoles
5. An Allowance of \$2,500 for the City Logo
6. An Allowance of \$4,275 for the exterior cast aluminum building letters
7. Interior signage as shown
8. Lockers as specified
9. (1) knox box
10. Fire extinguishers and cabinets
11. Wire mesh partitions as shown
12. Toilet accessories as shown
13. An Allowance of \$1,100 for plaques is included.

The following items are not included:

1. Fire hose cabinet
  2. Operable partitions
-



**EQUIPMENT**

The following items are included as follows:

1. Detention equipment as shown
  - a. Doors, frames, borrowed lites
  - b. Transaction windows (6 each)
  - c. Glazing in doors, frames, borrowed lights
  - d. Gun lockers
  - e. Detention equipment
2. Walk in Cooler
3. Residential appliances as shown

The following items are not included:

1. Entrance mats

---

**MECHANICAL & PLUMBING**

The mechanical and plumbing scope includes the following:

1. All rough in plumbing including underground to 5' outside of the building footprint.
2. All plumbing fixtures, supply and install.
3. All plumbing trim.
4. Mechanical/HVAC includes all rough in, final trim and fixtures.
5. Complete control system for HVAC.
6. Redundant systems to accommodate 911 communication and police functions.
7. Acoustic isolation.
8. Mechanical coordination drawings.
9. Test and balance of all systems.
10. Scope includes working with City hired commissioning agent to assist with regular updates, working with hand held PDA, will commission building prior to commissioning agent final inspection then will assist in ensuring that all systems are working as intended.
11. Subcontractor working in a "Design Assist" capacity to ensure that schedule is met and that the budget is maintained during construction.
12. Subcontractor shall keep a running trend log to track the budget and to offer value engineering ideas to the owner in a timely manner.

---

**HYDRAULIC ELEVATORS**

1. (2) Design Build Hydraulic Elevators are included.

2. Interior finishes as specified

---

## FIRE PROTECTION

1. Wet Sprinkler system, design build (59,797 SF)
2. NOVEC system in lieu of the FM200
3. Pre-Action system is included

---

## ELECTRICAL

The electrical scope includes the following:

4. All rough in electrical including underground to transformer and conduit to the west side of 7<sup>th</sup> street.
5. All electrical fixtures, supply and install.
6. All electrical trim.
7. Electrical work includes all rough in, final trim and fixtures.
8. Building ground ring.
9. Radio tower grounding.
10. Emergency Generator and transfer switching.
11. Lighting Fixture package.
12. Lighting Control.
13. Lightning protection system.
14. Phone/Data systems - conduit, raceways, pre-wire and punch downs.
15. AV Conduit.
16. Fire alarm.
17. Communications and security conduit.
18. Fiber cabling to Fire administration building and Fire station # 1.
19. Redundant systems to accommodate 911 communication and police functions.
20. Acoustic isolation.
21. Electrical coordination drawings.
22. Test and balance of all systems.
23. Scope includes working with City hired commissioning agent to assist with regular updates, working with hand held PDA, will commission building prior to commissioning agent final inspection then will assist in ensuring that all systems are working as intended.
24. Subcontractor working in a "Design Assist" capacity to ensure that schedule is met and that the budget is maintained during construction.
25. Subcontractor shall keep a running trend log to track the budget and to offer value engineering ideas to the owner in a timely manner.

The following items are excluded:

1. Audio Visual conduit and cabling that is not shown on the electrical plans.



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**BUILDING INFORMATION MODELING:**

The building information modeling (BIM) scope includes:

1. 3D coordination of architectural, structural, mechanical, plumbing and electrical drawings.
2. A total Allowance of \$42,500 for these services including all time and reimbursables.

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**GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

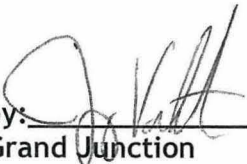
**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.



Public Safety Facilities - PD Building

Total Amount of Amendment # 6	\$18,931,193
Less Amendment # 1	\$2,400,976
Less Amendment # 2	\$723,852
Less Amendment # 3	\$6,968,852
Less Amendment # 4	\$2,163,232
<hr/>	
Total Amount Amendment # 6 added to the prime contract	<u>\$6,674,281</u>

Signed by:   
City of Grand Junction

Dated 9-8-11

Signed by:   
Shaw Construction LLC

Dated 9-8-11





## AMENDMENT # 7

Public Safety Facilities - Fire Station # 1  
Grand Junction, CO

September 27, 2011

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**OVERVIEW**

The Public Safety Facilities - Fire Station # 1 is a renovation of an existing building located at 620 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire station facility (13,862 SF) on a previously developed site. Work includes the Sitework, helical piers and concrete and as described below.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 7 is prepared pursuant to the plans prepared by The Blythe Group Plus Co. and TCA based on:
  - a. Foundation/MEP Set by Blythe Group + Co. dated 9/1/11.
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

**Exclusions**

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.

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**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
2. The General Conditions are included in Amendment # 5.
3. Compliance with LEED certification is not included in the scope of work.
4. Commissioning - the work of a Commissioning agent is excluded.

---

**SITWORK**

The sitework scope includes the following:

1. Excavate for pile caps, grade beams, slab at new addition and the slab at the wash bay.
2. Haul off surplus.
3. Select fill under slab at addition and wash bay.
4. Hand excavate and hand compaction.



**HELICAL PIERS**

The helical pier scope includes the following:

1. Helical piers on South side of building and inside of building.
2. Pier layout.

**CONCRETE**

The concrete scope includes the following:

1. Concrete for grade beams and footings.
2. Slab-on-grade at new addition and select areas in wash bay where concrete is removed.
3. Equipment pads.
4. Weather protection.
5. Building survey, clean up and haul trash associated with concrete work.

---

**GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous material removal is by owner.
2. Permits shall be billed separately or paid directly by owner.
3. No allowances included in this amendment.

**OTHER ASSUMPTIONS**

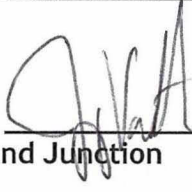
1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.



Public Safety Facilities - Fire Station # 1

6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

Total Amount of Amendment # 7 = \$122,359

Signed by:   
City of Grand Junction

Dated 10-20-11

Signed by:   
Shaw Construction LLC

Dated 9-30-11





## GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

*Grand Junction, Colorado  
Amendment 7 - September 27, 2011*

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Grand Junction FS1 Amendment 7 11-09-27.pee*

Project name	Grand Junction FS#1 Grand Junction CO
Estimator	rk
Labor rate table	1
Job size	13544 sf
Duration	7 mo
Bid date	3/31/2011
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes



# GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado  
Amendment 7 - September 27, 2011

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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
002000		<b>SITEWORK</b>				
	002320	<b>BUILDING EXCAVATION</b>				
		Excav Pile Caps	52.24 cy	9.00 /cy	470	
		Excav Grade Beams	50.09 cy	9.00 /cy	451	
		Excav Slab - New Addition	136.95 cy	7.50 /cy	1,027	
		Excav Slab - Wash Bay	151.56 cy	9.00 /cy	1,364	
		Haul-off Surplus	318.00 cy	16.00 /cy	5,088	
		Select Under Slab - 4' Addition	136.95 cy	18.00 /cy	2,465	
		Select Under Slab - 4' Wash Bay	151.56 cy	18.00 /cy	2,728	
		Backfill Select	77.00 cy	12.00 /cy	924	
		Hand Excavate	80.00 hr	26.62 /hr	2,130	
		Hand Compaction	120.00 hr	26.62 /hr	3,195	
		<b>BUILDING EXCAVATION</b>	<b>13,544.00 sf</b>	<b>1.47 /sf</b>	<b>19,842 \$0</b>	
	002455	<b>DRIVEN PILES</b>				
		10" Steel Pipe Piles - 35' Bid Length	595.00 lf	25.00 /lf	14,875	
		Pile Layout & Offsets	17.00 ea	31.41 /ea	534	
		Pile Cut-offs	17.00 ea	11.65 /ea	198	
		<b>DRIVEN PILES</b>	<b>13,544.00 sf</b>	<b>1.15 /sf</b>	<b>15,607 \$0</b>	
		<b>SITEWORK</b>	<b>13,544.00 sf</b>	<b>2.62 /sf</b>	<b>35,449 \$52,785</b>	
003000		<b>CONCRETE</b>				
	003310	<b>CAST-IN-PLACE CONCRETE</b>				
		Pipe Pile Fill	595.00 lf	4.00 /lf	2,380	
		Pump Concrete	124.75 cy	18.00 /cy	2,246	
		Rect. Spread Footings	0.80 cy	300.00 /cy	240	at North Egress Stair
		Rect. Pedestals	0.74 cy	325.00 /cy	241	at North Egress Stair
		Pile Caps - cy	13.06 cy	300.00 /cy	3,918	
		Grade Beams - cy	11.98 cy	325.00 /cy	3,894	98 lf
		Slab On Grade - 5"	764.00 sf	4.65 /sf	3,549	New Addition
		Slab On Grade - 8"	930.00 sf	6.40 /sf	5,947	Replace Slab at Wash Bay
		- Patch Slab at Apparatus Bays	284.00 sf	10.40 /sf	2,952	req'd for new floor drains
		- Infill Slab at Maintenance Pit	60.00 sf	8.40 /sf	504	
		Slab On Grade - 5"	144.00 sf	8.40 /sf	1,209	Replace Slab at new entry
		6" Gravel Base @ S.O.G.	41.52 cy	26.00 /cy	1,080	
		Lightweight Concrete on Deck - 3"	3,840.00 sf	6.00 /sf	23,040	
		- Blow-off/clean deck	3,840.00 sf	0.26 /sf	1,006	
		Equipment Pads - sf	73.00 sf	9.26 /sf	676	
		Weather Protection	13,544.00 sf	0.15 /sf	2,086	
		Concrete Hoisting Equip.	1.00 mo	4,666.67 /mo	4,667	
		Building Survey	764.00 sf	2.50 /sf	1,910	
		Concrete Layout	8.00 hr	107.70 /hr	862	
		Clean-up	173.00 hr	27.87 /hr	4,822	
		Haul Trash	1.00 ea	450.00 /ea	450	
		Traffic Control	64.00 hr	31.62 /hr	2,024	
		<b>CAST-IN-PLACE CONCRETE</b>	<b>13,544.00 sf</b>	<b>5.15 /sf</b>	<b>69,700 \$5,865</b>	
	003390	<b>CURING &amp; PROTECTING</b>				
		Curing Compound Horiz. Surface	6,022.00 sf	0.11 /sf	644	
		<b>CURING &amp; PROTECTING</b>	<b>13,544.00 sf</b>	<b>0.05 /sf</b>	<b>644 incl</b>	
		<b>CONCRETE</b>	<b>13,544.00 sf</b>	<b>5.19 /sf</b>	<b>70,344 \$5,865</b>	





# GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado  
Amendment 7 - September 27, 2011

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Grand Junction FS1 Amendment 7 11-09-27.pee

## Estimate Totals

Description	Amount	Totals	Rate
Labor	16,293		
Material	4,809		
Subcontract	84,691		
	<u>105,793</u>	<u>105,793</u>	
General Liability	1,184		0.970 %
Warrenty Reserve	500		0.410 %
P & P Bond	1,245		1.020 %
Subcontractor Bonds	1,270		1.500 %
Material Sales Tax - Exempt			
Contractor Contingency	<u>6,101</u>		5.000 %
	<u>10,300</u>	<u>116,093</u>	
Contractor Fee	<u>5,917</u>		4.850 %
	<u>5,917</u>	<u>122,010</u>	
<b>Total</b>		<b>122,010</b>	



## GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado  
Amendment 7 - September 27, 2011

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Grand Junction FS1 Amendment 7 11-09-27.pee

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## AMENDMENT # 8

Public Safety Facilities - Fire Station # 1  
Grand Junction, CO

October 14, 2011

**OVERVIEW**

The Public Safety Facilities - Fire Station # 1 is a renovation of an existing building located at 620 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire station facility (13,862 SF) on a previously developed site. Work includes Steel, Carpentry, Roofing, Mechanical, Fire Protection, Electrical and Plumbing and as described below.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 8 is prepared pursuant to the plans prepared by The Blythe Group Plus Co. and TCA based on:
  - a. Foundation/MEP Set by Blythe Group + Co. dated 9/1/11.
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

**Exclusions**

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.

---

**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
2. The General Conditions are included in Amendment # 5.
3. Compliance with LEED certification is not included in the scope of work.
4. Commissioning - the work of a Commissioning agent is excluded.

---

**METALS**

The Metals scope includes the following:

1. Structural steel at new entrance, training tower.
2. Miscellaneous metals include handrails, wall rails, grates, bollards, rappelling bar and anchors, channel door frames, masonry lintels, metal screens, sliding gates.



3. Exterior egress stair to 2<sup>nd</sup> floor.
4. Canopies at main entrance, east elevation and patio.

The following items are excluded from this scope of work:

1. Steel bracing of administrative floor.
2. Metal screens at hose tower.
3. Canopy at kitchen exit.

---

### **CARPENTRY AND WOOD FRAMING**

The carpentry and wood framing scope includes the following:

1. Blocking, plywood for communications, rough hardware, temporary handrails and toe boards, hoisting, clean up and haul trash.
2. Rough framing for the addition on the South end of the building.
3. Roof trusses/Framing for the towers.
4. Add (1) layer of plywood at 2<sup>nd</sup> floor in lieu of concrete and steel bracing.
5. Plywood on walls in compressor and shop rooms.

The following items are excluded from this scope of work:

1. Patio walls at kitchen exit door.

---

### **ROOFING AND FLASHING**

The roofing and flashing scope includes the following:

1. Standing seam metal roofing at towers.
2. TPO roofing including removal.
3. TPO at parapet caps.
4. Wall flashing & parapets. Roof walk boards.
5. Solotubes in apparatus bays.
6. Roof paver's w/pedestals.

The following items are excluded from this scope of work:

1. Skylight in apparatus bay.
-

**MECHANICAL**

The Mechanical scope includes the following:

1. New plumbing including roof drains not shown.
  2. Interior sprinkler system. A new wet and dry system.
  3. New HVAC system including controls, test and balance and commissioning.
  4. Additional trench drain at the maintenance bay infill.
  5. Sand and oil interceptor.
- 

**ELECTRICAL**

The Electrical scope includes the following:

1. New building electrical including hooking up generator and transfer switching.
  2. Lighting fixture package allowance of \$65,000.
  3. Lighting control allowance of \$35,000.
  4. Lightning protection system.
  5. Phone / Data systems - pre-wire and punch downs.
  6. Fire Alarm system complete.
- 

**GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous material removal is by owner.
2. Permits shall be billed separately or paid directly by owner.
3. No allowances included in this amendment.

**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings.






Public Safety Facilities - Fire Station # 1

Owner will provide drawings and specifications to Contractor as necessary during construction.

6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

Total Amount of Amendment # 8 = \$1,579,124

Signed by:   
City of Grand Junction

Dated 10-20-11

Signed by:   
Shaw Construction LLC

Dated 10-18-11



## GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado  
Amendment 8 - 10/14/11

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Grand Junction FS1 Amendment 8 11-10-14.pee

Project name	Grand Junction FS#1 Grand Junction CO
Estimator	rk
Labor rate table	1
Job size	13544 sf
Duration	7 mo
Bid date	3/31/2011
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
005000		<b>METALS</b>				
	005120	STRUCTURAL STEEL				
		New Entrance	1.61 tn	6,000.00 /tn	9,660	
		Training Tower	1.36 tn	6,000.00 /tn	8,160	
		Second Floor Bracing	5.32 tn	6,000.00 /tn	31,920	
		STRUCTURAL STEEL	13,544.00 sf	3.67 /sf	49,740 \$0	
	005510	MISC. METALS				
		Handrails	30.00 lf	125.00 /lf	3,750	
		Wallrails	20.00 lf	35.00 /lf	700	
		<i>Ladder at Training Tower</i>	<i>n/a</i>	<i>/n/a</i>	<i>existing to remain</i>	
		Patio Gates - 48"	3.00 ea	450.00 /ea	1,350	
		Bollards	14.00 ea	452.31 /ea	6,332	
		Rapelling Bar & Anchors	2.00 ea	350.00 /ea	700	
		Channel Door Frames	1.00 ea	750.00 /ea	750	new Overhead Door
		Masonry Lintels	2.94 tn	6,000.00 /tn	17,640	
		Metal Screen at Patio	280.00 sf	15.00 /sf	4,200	
		Metal Screen at Hose Tower	281.00 sf	25.00 /sf	7,025	
		- Sliding Gates at Hose Tower	4.00 ea	750.00 /ea	3,000	
		MISC. METALS	13,544.00 sf	3.36 /sf	45,447 \$0	
	005715	FABRICATED STAIRS				
		Exterior Egress Stair to 2nd Floor	1.00 ea	11,500.00 /ea	11,500	Galvanized
		FABRICATED STAIRS	13,544.00 sf	0.85 /sf	11,500 \$0	
	005730	ORNAMENTAL METALS				
		Canopy's at Main Entrance	220.00 sf	80.00 /sf	17,600	
		Canopy at East Elevation	125.00 sf	80.00 /sf	10,000	
		Canopy at Patio	90.00 sf	80.00 /sf	7,200	
		ORNAMENTAL METALS	13,544.00 sf	2.57 /sf	34,800 \$26,979	
		<b>METALS</b>	<b>13,544.00 sf</b>	<b>10.45 /sf</b>	<b>141,487 \$26,979</b>	
006000		<b>WOOD &amp; PLASTICS</b>				
	006105	ROUGH CARPENTRY				
		P.T. In-Wall Blocking	13,544.00 sf	1.84 /sf	24,962	
		Roof Blocking Labor	577.00 lf	7.99 /lf	4,610	
		3/4" Plywood at Communications	384.00 sf	4.95 /sf	1,901	
		Rough Hardware	1.00 ls	750.00 /ls	750	
		Temp. Handrails & Toeboards	140.00 lf	17.14 /lf	2,400	
		Hoisting - Rough Carpentry	1.00 mo	8,638.79 /mo	8,639	
		Clean-up	80.00 hr	26.62 /hr	2,130	
		Haul Trash	2.00 ea	450.00 /ea	900	
		ROUGH CARPENTRY	13,544.00 sf	3.42 /sf	46,291 \$34,380	
	006110	WOOD FRAMING				
		Rough Framing - Addition	1,810.00 sf	16.00 /sf	28,960	
		Roof Trusses/Framing - Towers	540.00 sf	18.00 /sf	9,720	
		WOOD FRAMING	13,544.00 sf	2.86 /sf	38,680 \$0	
		<b>WOOD &amp; PLASTICS</b>	<b>13,544.00 sf</b>	<b>6.27 /sf</b>	<b>84,971 \$70,380</b>	
007000		<b>THERMAL</b>				
	007410	METAL ROOF/WALL PANELS				
		Standing Seam Roofing at Towers	600.00 sf	10.50 /sf	6,300	
		<i>Metal Panel Equip. Screen</i>	<i>nic</i>	<i>/nic</i>		
		<i>Snow Rails / Guards</i>	<i>nic</i>	<i>/nic</i>		
		METAL ROOF/WALL PANELS	13,544.00 sf	0.47 /sf	6,300 \$0	
	007540	THERMO-PLASTIC ROOFING				
		Thermoplastic (TPO) Roofing	8,820.00 sf	10.00 /sf	88,200	includes removal
		TPO at Parapet Caps	630.00 sf	8.00 /sf	5,040	
		THERMO-PLASTIC ROOFING	13,544.00 sf	6.88 /sf	93,240 \$108,000	
	007620	FLASHING & SHEET METAL				
		Wall Flashing & Parapets	9,847.00 sf	0.50 /sf	4,924	
		FLASHING & SHEET METAL	13,544.00 sf	0.36 /sf	4,924 \$5,000	
	007720	ROOF ACCESSORIES				
		Roof Walk Boards	882.00 sf	4.00 /sf	3,528	
		<i>2'6"x3'0" Roof Hatch</i>	<i>n/a</i>	<i>/n/a</i>	<i>existing to remain</i>	
		Metal Framed Skylights Double Glazed	240.00 sf	73.59 /sf	17,662	Apparatus Bays

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
007720		ROOF ACCESSORIES				
		- Structural Modifications at Skylights	6.00 ea	1,383.12 /ea	8,299	
		ROOF ACCESSORIES	13,544.00 sf	2.18 /sf	29,488	\$9,260
007760		ROOF PAVERS				
		Roof Pavers w/Pedestals	169.00 sf	20.00 /sf	3,380	at Training Tower
		ROOF PAVERS	13,544.00 sf	0.25 /sf	3,380	\$0
<b>THERMAL</b>			<b>13,544.00 sf</b>	<b>10.14 /sf</b>	<b>137,332</b>	<b>\$140,760</b>
<b>015000 MECHANICAL</b>						
015100		PLUMBING				
		Plumbing /sf	13,544.00 sf	14.30 /sf	193,679	
		<b>Snowmelt Systems</b>	<b>n/a</b>	<b>/n/a</b>		
		PLUMBING	13,544.00 sf	14.30 /sf	193,679	
015300		FIRE PROTECTION				
		Interior Sprinkler System - Wet	8,300.00 sf	2.50 /sf	20,750	
		Interior Sprinkler System - Dry	5,000.00 sf	4.00 /sf	20,000	
		FIRE PROTECTION	13,544.00 sf	3.01 /sf	40,750	
015510		HVAC				
		HVAC System / sf	13,544.00 sf	19.18 /sf	259,774	
		HVAC Controls	13,544.00 sf	4.26 /sf	57,697	
		Mechanical Coordination Drawings & Commissioning	13,544.00 sf	1.20 /sf	16,253	
		HVAC	13,544.00 sf	24.64 /sf	333,724	
015950		TEST & BALANCE				
		Test & Balance	13,544.00 sf	0.40 /sf	5,418	
		TEST & BALANCE	13,544.00 sf	0.40 /sf	5,418	
<b>MECHANICAL</b>			<b>13,544.00 sf</b>	<b>42.35 /sf</b>	<b>573,571</b>	<b>\$328,440</b>
<b>016000 ELECTRICAL</b>						
016010		ELECTRICAL				
		Building Electrical	13,544.00 sf	17.50 /sf	237,020	
		Emergency Generator & Transfer Switching	1.00 ls	20,790.00 /ls	20,790	
		ELECTRICAL	13,544.00 sf	19.04 /sf	257,810	
016510		LIGHTING & POWER				
		Fixture Package Allowance	13,544.00 sf	4.80 /sf	65,000	
		Lighting Control Allowance	13,544.00 sf	2.58 /sf	35,000	
		LIGHTING & POWER	13,544.00 sf	7.38 /sf	100,000	
016605		LIGHTNING PROTECTION				
		Lightning Protection System	13,544.00 sf	0.44 /sf	5,959	
		LIGHTNING PROTECTION	13,544.00 sf	0.44 /sf	5,959	
016740		COMMUNICATIONS & SECURITY				
		Phone / Data Systems - Conduit & Raceways	13,544.00 sf	0.75 /sf	10,158	
		Phone / Data Systems - Prewire & Punchdowns	13,544.00 sf	2.50 /sf	33,860	Cat 6A
		Fire Alarm	13,544.00 sf	1.54 /sf	20,858	
		COMMUNICATIONS & SECURITY	13,544.00 sf	4.79 /sf	64,876	
<b>ELECTRICAL</b>			<b>13,544.00 sf</b>	<b>31.65 /sf</b>	<b>428,645</b>	<b>\$351,900</b>





# GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado  
Amendment 8 - 10/14/11

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## Estimate Totals

Description	Amount	Totals	Rate
Labor	36,844		
Material	17,529		
Subcontract	1,311,634		
	<u>1,366,007</u>	1,366,007	
General Liability	15,318		0.970 %
Warrenty Reserve	6,474		0.410 %
P & P Bond	16,107		1.020 %
Subcontractor Bonds	19,675		1.500 %
Material Sales Tax - Exempt			
Contractor Contingency	78,956		5.000 %
	<u>136,530</u>	1,502,537	
Contractor Fee	76,587		4.850 %
	<u>76,587</u>	1,579,124	
<b>Total</b>		<b>1,579,124</b>	







## **AMENDMENT # 9**

Public Safety Facilities - Fire Station # 1  
Grand Junction, CO

November 7, 2011

**OVERVIEW**

The Public Safety Facilities - Fire Station # 1 is a renovation of an existing building located at 620 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire station facility (13,862 SF) on a previously developed site. Work includes all demolition and reconstruction of this new fire station per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 9 is prepared pursuant to the plans prepared by The Blythe Group Plus Co. and TCA based on:
  - a. Construction Documents by Blythe Group + CO. dated 10/3/11.
  - b. ASI # 1 through ASI # 4 as issued by Blythe is included.
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

**Exclusions**

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.

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**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
2. General Conditions are included.
3. Compliance with LEED certification is not included in the scope of work.
4. Commissioning - the work of a Commissioning agent is excluded.

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**SELECTIVE DEMOLITION**

The selective demolition scope includes the following:

1. Contractor to work with Habitat for Humanity to salvage selective materials.
2. Contractor to salvage and/or recycle selective materials to benefit the project.
3. Selective demolition layout.



4. Demo exterior addition.
5. Demo pop out at North Wall.
6. Demo interior masonry partitions.
7. Remove ceilings, flooring, and drywall partitions.
8. Saw cut and remove floor at wash bay.
9. Saw cut and remove floor for plumbing trenches at drains and administrative areas.
10. Saw cut walls.
11. Remove (34) doors and frames.
12. Remove existing windows.
13. Demo storefront.
14. Remove cabinets.
15. Remove existing plumbing fixtures.
16. Remove existing appliances.
17. Misc. demolition, temporary shoring, clean up and haul trash.
18. Demolition of the slab in the administrative area and demolition of the east portion of the truck bay slabs in the apparatus bay.
19. Demo the apparatus bay ceiling, and salvage the infrared heaters to be re-installed.

#### **GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous material removal is by owner.
  2. Permits shall be billed separately or paid directly by owner.
- 

#### **SITework**

The sitework scope includes the following:

1. Site work outside of the building envelope is included in Addendum #6.
  2. Excavate for pile caps, grade beams and the slab at new addition.
  3. Excavate beneath the new slab at the administrative area.
  4. Excavate beneath the new slabs at the apparatus bay per ASI #2.
  5. Haul off surplus.
  6. Select fill under slab at addition, administrative area and apparatus bay.
  7. Hand excavate and hand compaction.
- 

#### **HELICAL PIERS**

The helical pier scope includes the following:

1. Helical piers on South side and Northwest corner of the building.
2. Pier layout.

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## CONCRETE

The concrete scope includes the following:

1. Concrete for grade beams and footings.
  2. Slab-on-grade at new addition and at the administrative area and apparatus bay where concrete is removed.
  3. Equipment pads.
  4. Weather protection.
  5. Building survey, clean up and haul trash associated with concrete.
- 

## MASONRY

The masonry scope includes the following:

1. CMU, glass block, cast stone and brick masonry.
  2. Temp enclosures and winter protection.
  3. Scaffolding.
  4. Reinforcing, flexible flashings, and masonry lintels.
- 

## METALS

The Metals scope includes the following:

1. Structural steel at new entrance, training tower.
2. Miscellaneous metals include handrails, wall rails, grates, bollards, rappelling bar and anchors, channel door frames, masonry lintels, metal screens, sliding gates.
3. Exterior egress stair to 2<sup>nd</sup> floor.
4. Canopies at main entrance, east elevation and patio.

The following items are excluded from this scope of work:

1. Steel bracing of administrative floor.
  2. Metal screens at hose tower.
  3. Canopy at kitchen exit.
- 

## ROUGH CARPENTRY AND WOOD FRAMING

The carpentry and wood framing scope includes the following:



1. Blocking, plywood for communications, rough hardware, temporary handrails and toe boards, hoisting, clean up and haul trash.
2. Rough framing for the addition on the South end of the building.
3. New framing at 1<sup>st</sup> and 2<sup>nd</sup> floors.
4. Parapet walls at roof.
5. Radius sign above garage doors.
6. Roof trusses/Framing for the towers.
7. Add (1) layer of plywood at 2<sup>nd</sup> floor in lieu of concrete and steel bracing.
8. Plywood on walls in compressor and shop rooms.
9. Wood stairs at sleeping quarters and addition.

The following items are excluded from this scope of work:

1. Patio walls at kitchen exit door.

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#### **FINISH CARPENTRY AND MILLWORK**

1. Window sill, shelves and closet shelving.
2. Base and wall cabinets.
3. Plastic laminate, solid surface and stainless steel counter tops including sub tops at solid surface.

The following items are excluded from this scope of work:

1. The base cabinet shown in shown 126 is assumed to be FBO.
2. Sleeping quarters built ins are not included.

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#### **THERMAL AND MOISTURE PROTECTION**

The Thermal and Moisture Protection scope of work includes the following:

1. Batt insulation at exterior and interior walls.
2. Extruded polystyrene at foundation and masonry.
3. Sprayed polyurethane insulation to underside of decks open to outside.
4. Nailbase at exterior.
4. Standing seam metal roofing at towers with metal fascia.
5. TPO roofing including removal.
6. TPO at parapet caps.
7. Replace existing TPO roof at training tower.
8. Wall flashing & parapets. Roof walk boards.
9. SolaTubes in apparatus bays.
10. Roof paver's w/pedestals.
11. Joint sealants.

The following items are excluded from this scope of work:

1. Insulation in the apparatus bay (ceiling) per ASI # 4. We will evaluate the need for this with Blythe before including this scope.

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### **DOORS, WINDOWS AND GLAZING**

The Doors and Windows scope of work includes the following:

1. Hollow metal doors and frames.
2. Flush wood doors.
3. Sectional overhead doors at the apparatus bay. The (3) existing doors on the East side will be re-used.
4. Storefront entrances and windows.
5. Hardware for hollow metal, wood and aluminum storefront doors.
6. Mirrors.

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### **PORTLAND CEMENT PLASTER**

The Portland Cement Plaster scope of work includes the following:

1. Stucco at exterior walls including decorative cornice and accents.

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### **GYPSUM WALL BOARD AND ACOUSTIC CEILINGS**

The Gypsum Wall Board and Acoustic Ceiling scope of work includes the following:

1. Gypsum board walls and ceilings at interior including denshield at wet walls.
2. Hoisting, layout, touch-up, clean-up, haul trash and final cleaning.
3. Acoustic ceilings per the reflective ceiling plans.

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### **FLOORING**

The Flooring scope of work includes the following:

1. Porcelain tile including crack isolation membrane and floor protection.
2. Resilient flooring with rubber base, stair treads and riser.



### 3. Carpet.

The following items are excluded from this scope of work:

1. Stained concrete at the administrative area is not currently shown.
- 

## SPECIALTIES

The Specialties scope of work includes the following:

1. Walls and corner guards allowance.
2. Exterior signage allowance of \$7,000.00.
3. Interior signage allowance of \$1,500.00.
4. Equipment lockers at the bunker storage.
5. Fire extinguishers and cabinets.
6. Toilet accessories.

The following items are excluded from this scope of work:

1. Lockers and benches at 2<sup>nd</sup> floor are not currently shown.
- 

## EQUIPMENT

The Specialties scope of work includes the following:

1. Fire hose washer and storage rack.
  2. Residential kitchen appliances and washer/dryer at 2<sup>nd</sup> floor.
  3. Washer - extractor.
- 

## FURNISHINGS

1. Roller shades.
- 

## MECHANICAL

The Mechanical scope includes the following:

1. New plumbing including roof drains.
2. Wet pipe fire suppression system.

3. New HVAC system including controls, test and balance and commissioning.
  4. Area and trench drains at apparatus bay as clarified per ASI #2.
  5. Sand and oil interceptor.
- 

### ELECTRICAL

The Electrical scope includes the following:

1. New building electrical including hooking up generator and transfer switching.
2. Light fixtures and lighting control.
3. Lightning protection system.
4. Phone / Data systems - pre-wire and punch downs.
5. Fire Alarm system complete.

The following items are excluded form this scope of work:

1. Exterior lighting modifications per ASI #6 is pending sub pricing.
- 

### OTHER ASSUMPTIONS

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.





Public Safety Facilities - Fire Station # 1

Total Amount of Amendment # 9	\$2,507,670
Less Amendment # 7	\$122,359
Less Amendment # 8	\$1,579,124

Total Amount Amendment # 9 added to the prime contract \$806,187

Signed by:   
City of Grand Junction

Dated 11-10-11

Signed by:   
Shaw Construction LLC

Dated 11-10-11



## GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado

GMP - November 7, 2011

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Grand Junction FS1 11-11-07.pee

Project name	Grand Junction FS#1 Grand Junction CO
Estimator	rk
Labor rate table	1
Job size	13544 sf
Duration	7 mo
Bid date	11/4/2011
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
001000		<b>GENERAL CONDITIONS</b>				
	001310	PROJECT MANAGEMENT				
	001312	FIELD PERSONNEL				
	001320	CONSTRUCTION DOCUMENTS				
		Blue Printing - Construction Documents	60.00 ea	175.00 /ea	10,500	
		As-Built Documents	1.00 ls	5,385.68 /ls	5,386	
		Progress Photos	7.00 mo	150.00 /mo	1,050	
		CONSTRUCTION DOCUMENTS	13,544.00 sf	1.25 /sf	16,936	16515
	001330	SUBMITTALS				
		Shop Drawing Reproductions	1.00 ls	500.00 /ls	500	
		SUBMITTALS	13,544.00 sf	0.04 /sf	500	500
	001410	PERMITS & FEES				
		Special Permits	1.00 ls	1,500.00 /ls	1,500	
		PERMITS & FEES	13,544.00 sf	0.11 /sf	1,500	1500
	001450	QUALITY CONTROL				
		Safety Supervisor	56.00 hr	103.36 /hr	5,788	
		First Aid Equipment	3.50 mo	145.00 /mo	508	
		Safety Equipment	1.00 ls	500.00 /ls	500	
		Temp. Fire Protection	3.50 mo	160.00 /mo	560	
		QUALITY CONTROL	13,544.00 sf	0.54 /sf	7,356	7584
	001510	TEMPORARY UTILITIES				
		<i>Temp Electrical Install</i>	<i>n/a</i>	<i>/n/a</i>		
		Temp. Phone Install	1.00 ls	1,500.00 /ls	1,500	
		Monthly Electric Costs	7.00 mo	600.00 /mo	4,200	
		Monthly Water Costs	7.00 mo	200.00 /mo	1,400	
		Monthly Telephone Costs	7.00 mo	400.00 /mo	2,800	
		- Additional Data Line	7.00 mo	200.00 /mo	1,400	
		TEMPORARY UTILITIES	13,544.00 sf	0.83 /sf	11,300	6400
	001520	CONSTRUCTION FACILITIES				
		Project Office	7.00 mo	450.00 /mo	3,150	
		Storage Trailer(s)	7.00 mo	150.00 /mo	1,050	
		Temporary Toilet	14.00 mo	125.00 /mo	1,750	4 ea
		Potable Water	7.00 mo	125.00 /mo	875	
		Office Supplies	7.00 mo	200.00 /mo	1,400	
		Postage & Shipping	7.00 mo	75.00 /mo	525	
		Copier & Fax	7.00 mo	600.00 /mo	4,200	
		Copy Machine Paper	7.00 mo	150.00 /mo	1,050	
		Computer Expense	7.00 mo	312.00 /mo	2,184	3 ea
		Move-in/Move-out Expense	1.00 ls	2,910.56 /ls	2,911	
		Jobsite Cell Phones	7.00 mo	155.00 /mo	1,085	
		CONSTRUCTION FACILITIES	13,544.00 sf	1.49 /sf	20,180	14110
	001540	CONSTRUCTION EQUIPMENT				
		Project Vehicle	7.00 mo	700.00 /mo	4,900	
		Misc. Small Tools	1.00 ls	1,500.00 /ls	1,500	
		<i>Surveyor Equipment</i>	<i>*</i>	<i>/*</i>		
		CONSTRUCTION EQUIPMENT	13,544.00 sf	0.47 /sf	6,400	3950
	001580	PROJECT IDENTIFICATION				
		Project Sign - Move	1.00 ea	557.54 /ea	558	
		PROJECT IDENTIFICATION	13,544.00 sf	0.04 /sf	558	580
	001740	PROJECT CLEANING				
		Trash Haul Service	7.00 ea	450.00 /ea	3,150	Dumpsters also with cost of work
		Clean Building Area	605.50 hr	25.61 /hr	15,508	
		Clean Site	242.48 hr	25.61 /hr	6,210	

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		PROJECT CLEANING	13,544.00 sf	1.84 /sf	24,868	24151
		<b>GENERAL CONDITIONS</b>	<b>13,544.00 sf</b>	<b>20.33 /sf</b>	<b>275,283</b>	<b>208946</b>
002000		<b>SITWORK</b>				
	002110	HAZARDOUS SOIL REMOVAL <i>Hazardous Soil Removal</i>	<i>nic</i>	<i>/nic</i>		<i>by owner</i>
	002115	STORAGE TANK REMOVAL <i>Remove Storage Tanks</i>	<i>nic</i>	<i>/nic</i>		<i>by owner</i>
	002225	SELECTIVE DEMOLITION Selective Demolition Layout	16.00 hr	98.80 /hr	1,581	
		<i>Demo Exterior Addition</i>	<i>incl</i>	<i>/incl</i>		<i>w/002320</i>
		Demo Pop-out at North Wall	250.00 sf	12.56 /sf	3,140	
		Demo Drywall Partitions	680.00 lf	10.74 /lf	7,300	
		Demo Interior Masonry Partitions	2,561.00 sf	4.03 /sf	10,321	
		Remove Ceilings at Admin	7,680.00 sf	0.79 /sf	6,052	
		Remove Ceilings at Apparatus Bay	3,900.00 sf	0.79 /sf	3,073	Added scope
		Remove Flooring	7,680.00 sf	0.69 /sf	5,315	
		Sawcut Floor at Wash Bay	124.00 lf	7.50 /lf	930	
		Sawcut Floor at new floor drains	284.00 lf	7.50 /lf	2,130	
		Sawcut Floor at new Admin Plumbing	234.00 lf	7.50 /lf	1,755	
		Sawcut Wall	268.00 lf	29.56 /lf	7,922	
		<i>Remove Concrete Floor</i>	<i>incl</i>	<i>/incl</i>		<i>w/002320</i>
		<i>Remove Concrete Floor at Drains</i>	<i>incl</i>	<i>/incl</i>		<i>w/002320</i>
		<i>Remove Concrete Floor at Admin</i>	<i>incl</i>	<i>/incl</i>		<i>w/002320</i>
		Remove Door and Frame	34.00 ea	47.08 /ea	1,601	
		Remove Existing Windows	18.00 ea	49.08 /ea	883	
		Demo Storefront	600.00 sf	2.50 /sf	1,500	
		Remove Cabinets	50.00 lf	12.12 /lf	606	
		Remove Existing Plumbing Fixtures	25.00 ea	75.00 /ea	1,875	
		Remove Existing Appliances	8.00 ea	76.22 /ea	610	
		Misc Demo	1.00 ls	8,265.08 /ls	8,265	
		Temporary Shoring	1.00 ls	5,026.40 /ls	5,026	
		Clean-up	346.00 hr	25.61 /hr	8,862	
		Haul Trash	14.00 ea	450.00 /ea	6,300	
		SELECTIVE DEMOLITION	13,544.00 sf	6.28 /sf	85,047	92907
002320		BUILDING EXCAVATION** Excavation	1.00 ls	23,294.00 /ls	23,294	Skyline
		<i>Excav Pile Caps</i>	<i>incl</i>	<i>/incl</i>		
		<i>Excav Grade Beams</i>	<i>incl</i>	<i>/incl</i>		
		<i>Excav Slab - New Addition</i>	<i>incl</i>	<i>/incl</i>		
		<i>Excav Slab - Wash Bay</i>	<i>incl</i>	<i>/incl</i>		
		<i>Haul-off Surplus</i>	<i>incl</i>	<i>/incl</i>		
		<i>Select Under Slab - 4' Addition</i>	<i>incl</i>	<i>/incl</i>		
		<i>Select Under Slab - 4' Wash Bay</i>	<i>incl</i>	<i>/incl</i>		
		<i>Backfill Select</i>	<i>incl</i>	<i>/incl</i>		
		Hand Excavate	80.00 hr	25.61 /hr	2,049	
		Hand Compaction	120.00 hr	25.61 /hr	3,073	
		BUILDING EXCAVATION**	13,544.00 sf	2.10 /sf	28,416	19842
002455		DRIVEN PILES** Helical Piers	1.00 ls	9,120.00 /ls	9,120	Flattop Steel Piering
		Pile Layout & Offsets	17.00 ea	30.54 /ea	519	
		<i>Pile Cut-offs</i>	<i>incl</i>	<i>/incl</i>		
		DRIVEN PILES**	13,544.00 sf	0.71 /sf	9,639	15607
002820		FENCES & GATES** <i>Masonry Wall at Patio</i>	<i>del</i>	<i>/del</i>		
		<b>SITWORK</b>	<b>13,544.00 sf</b>	<b>9.09 /sf</b>	<b>123,103</b>	<b>138915</b>
003000		<b>CONCRETE</b>				
	003310	CAST-IN-PLACE CONCRETE CIP Concrete - Subcontract	1.00 ls	41,550.00 /ls	41,550	RMS
		<i>Pump Concrete</i>	<i>incl</i>	<i>/incl</i>		
		<i>Rect. Spread Footings</i>	<i>incl</i>	<i>/incl</i>		<i>at North Egress Stair</i>



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
003310		CAST-IN-PLACE CONCRETE				
		<i>Rect. Pedestals</i>	<i>incl</i>	<i>/incl</i>		<i>at North Egress Stair</i>
		<i>Pile Caps - cy</i>	<i>incl</i>	<i>/incl</i>		
		<i>Grade Beams - cy</i>	<i>incl</i>	<i>/incl</i>		<i>98 lf</i>
		<i>Slab On Grade - 5"</i>	<i>incl</i>	<i>/incl</i>		<i>New Addition</i>
		<i>Slab On Grade - 8"</i>	<i>incl</i>	<i>/incl</i>		<i>Replace Slab at Wash Bay</i>
		<i>- Patch Slab at Apparatus Bays</i>	<i>incl</i>	<i>/incl</i>		<i>req'd for new floor drains</i>
		<i>- Infill Slab at Maintenance Pit</i>	<i>incl</i>	<i>/incl</i>		
		<i>Slab On Grade - 5"</i>	<i>incl</i>	<i>/incl</i>		<i>Replace Slab at new entry</i>
		<i>6" Gravel Base @ S.O.G.</i>	<i>incl</i>	<i>/incl</i>		<i>w/002320</i>
		<i>Lightweight Concrete on Deck - 3"</i>	<i>n'rd</i>	<i>/n'rd</i>		
		<i>- Blow-off/clean deck</i>	<i>n'rd</i>	<i>/n'rd</i>		
		Equipment Pads - sf	73.00 sf	9.25 /sf	675	
		Weather Protection	13,544.00 sf	0.15 /sf	2,045	
		Concrete Hoisting Equip.	1.00 mo	4,666.67 /mo	4,667	
		Building Survey	764.00 sf	2.50 /sf	1,910	
		Concrete Layout	8.00 hr	103.80 /hr	830	
		Clean-up	173.00 hr	26.86 /hr	4,647	
		Haul Trash	1.00 ea	450.00 /ea	450	
		Traffic Control	64.00 hr	30.61 /hr	1,959	
		CAST-IN-PLACE CONCRETE	13,544.00 sf	4.34 /sf	58,734	69700
003360		CONCRETE SEALING/COLORING				
		Seal Conc. Floors	2,038.00 sf	1.00 /sf	2,034	
		Seal Conc. Floors	5,362.00 sf	1.00 /sf	5,351	1st Floor Admin Area
		CONCRETE SEALING/COLORING	13,544.00 sf	0.55 /sf	7,385	2052
003390		CURING & PROTECTING				
		Curing Compound Horiz.Surface	6,022.00 sf	0.10 /sf	626	
		CURING & PROTECTING	13,544.00 sf	0.05 /sf	626	644
003610		GROUTING				
		Grout Base Plates	12.00 ea	39.02 /ea	468	
		GROUTING	13,544.00 sf	0.04 /sf	468	480
<b>CONCRETE</b>			<b>13,544.00 sf</b>	<b>4.96 /sf</b>	<b>67,214</b>	<b>72877</b>
004000		MASONRY				
004210		BRICK MASONRY**				
		Brick Masonry - Subcontract	1.00 ls	57,510.00 /ls	57,510	Two Rivers - Scope increased by 90%
		<i>Brick Masonry - sf</i>	<i>1,527.00 sf</i>	<i>/sf</i>		
		Temp Enclosures & Weather Protection	2,761.00 sf	2.22 /sf	6,118	
		<i>Clean Brick - sf</i>	<i>1,527.00 sf</i>	<i>/sf</i>		
		<i>Scaffolding - sf</i>	<i>1,527.00 sf</i>	<i>/sf</i>		
		BRICK MASONRY**	13,544.00 sf	4.70 /sf	63,628	28380
004220		CONCRETE MASONRY UNITS**				
		<i>Block Masonry - sf</i>	<i>1,234.00 sf</i>	<i>/sf</i>		
004270		GLASS BLOCK**				
		<i>Standard 4x12x12 - sf</i>	<i>10.00 incl</i>	<i>/incl</i>		
		<i>Clean Glass Block - sf</i>	<i>10.00 incl</i>	<i>/incl</i>		
		<i>Scaffolding</i>	<i>1.00 incl</i>	<i>/incl</i>		
004720		CAST STONE**				
		<i>Cast Stone Coping</i>	<i>incl</i>	<i>/incl</i>		<i>added scope</i>
<b>MASONRY</b>			<b>13,544.00 sf</b>	<b>4.70 /sf</b>	<b>63,628</b>	<b>29250</b>
005000		METALS				
005120		STRUCTURAL STEEL**				
		Structural Steel - Subcontract	1.00 ls	97,267.00 /ls	97,267	Timberwolf
		- CD Drawing review	1.00 ls	37,402.00 /ls	37,402	Timberwolf
		ASI #1	1.00 ls	1,265.00 /ls	1,265	Timberwolf
		Trench Drains and Grating at the Apparatus Bays	1.00 ls	11,294.00 /ls	11,294	Timberwolf
		<i>New Entrance</i>	<i>incl</i>	<i>/incl</i>		
		<i>Training Tower</i>	<i>incl</i>	<i>/incl</i>		

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
005120	STRUCTURAL STEEL**					
		<b>Second Floor Bracing</b>	<i>incl</i>	<i>/incl</i>		
		STRUCTURAL STEEL**	13,544.00 sf	10.87 /sf	147,228	49740
005510	MISC. METALS**					
		<b>Handrails</b>	<i>incl</i>	<i>/incl</i>		
		<b>Wallrails</b>	<i>incl</i>	<i>/incl</i>		
		<b>Ladder at Training Tower</b>	<i>incl</i>	<i>/incl</i>		added scope
		<b>Bollards</b>	n/a	n/a		not shown
		<b>Rapelling Bar &amp; Anchors</b>	<i>incl</i>	<i>/incl</i>		
		<b>Masonry Lintels</b>	<i>incl</i>	<i>/incl</i>		
		<b>Metal Screen at Hose Tower</b>	<i>incl</i>	<i>/incl</i>		
		<b>- Sliding Gates at Hose Tower</b>	<i>incl</i>	<i>/incl</i>		
005715	FABRICATED STAIRS**					
		<b>Exterior Egress Stair to 2nd Floor</b>	<i>incl</i>	<i>/incl</i>		Galvanized
005730	ORNAMENTAL METALS**					
		<b>Canopy's at Main Entrance</b>	<i>del</i>	<i>/del</i>		
		<b>Canopy at East Elevation</b>	<i>del</i>	<i>/del</i>		
		<b>Canopy at Patio</b>	<i>del</i>	<i>/del</i>		
005810	EXP.JOINT COVERS**					
		<b>Expansion Joint Covers</b>	<i>nr'd</i>	<i>/nr'd</i>		not required
<b>METALS</b>			<b>13,544.00 sf</b>	<b>10.87 /sf</b>	<b>147,228</b>	<b>142487</b>
006000	WOOD & PLASTICS					
006105	ROUGH CARPENTRY**					
		P.T. In-Wall Blocking	13,544.00 sf	0.60 /sf	8,067	
		<b>Roof Blocking Labor</b>	<i>incl</i>	<i>/incl</i>		
		<b>3/4" Plywood at Communications</b>	<i>incl</i>	<i>/incl</i>		
		Rough Hardware	1.00 ls	750.00 /ls	750	
		Temp. Handrails & Toeboards	140.00 lf	16.66 /lf	2,332	
		Hoisting - Rough Carpentry	1.00 mo	8,487.95 /mo	8,488	
		Clean-up	80.00 hr	25.61 /hr	2,049	
		Haul Trash	2.00 ea	450.00 /ea	900	
		ROUGH CARPENTRY**	13,544.00 sf	1.67 /sf	22,586	46291
006110	WOOD FRAMING**					
		Framing Labor Bid	1.00 ls	35,553.00 /ls	35,553	Van Dyk
		Framing Matl. Package	1.00 ls	27,775.00 /ls	27,775	Peach Tree
		<b>Rough Framing - Addition</b>	<i>incl</i>	<i>/incl</i>		
		<b>Roof Trusses/Framing - Towers</b>	<i>incl</i>	<i>/incl</i>		
		WOOD FRAMING**	13,544.00 sf	4.68 /sf	63,328	38680
006160	SHEATHING**					
		2" Nailbase at Stucco	9,346.00 sf	2.95 /sf	27,526	Van Dyk
		2" Nailbase at Stucco	9,346.00 sf	2.20 /sf	20,527	Peach Tree
		SHEATHING**		/sf	48,053	0 - Added Scope
006220	MILLWORK**					
		<b>Window Sill</b>	<i>incl</i>	<i>/incl</i>		
		<b>Shelves</b>	<i>incl</i>	<i>/incl</i>		IT Storage
		<b>Closet Shelf/Rod</b>	<i>incl</i>	<i>/incl</i>		
006410	CABINETS**					
		Cabinets - Subcontract	1.00 ls	62,174.00 /ls	62,174	Delta
		<b>Base Cabinet</b>	<i>incl</i>	<i>/incl</i>		
		<b>Wall Cabinet</b>	<i>incl</i>	<i>/incl</i>		
		CABINETS**	13,544.00 sf	4.59 /sf	62,174	50100
006415	COUNTER TOPS**					
		<b>P-Lam Counter Tops</b>	<i>incl</i>	<i>/incl</i>		
		<b>Solid Surface Counter Top</b>	<i>incl</i>	<i>/incl</i>		
		- Subtops at Solid Surface Counters	72.00 sf	6.56 /sf	472	
		<b>Stainless Steel Tops</b>	<i>incl</i>	<i>/incl</i>		Added Scope



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		COUNTER TOPS**	13,544.00 sf	0.04 /sf	472	10715
006430		WOOD STAIRS/RAILS/DECKS				
		Wood Stairs - Sleeping Quarters	1.00 fl	2,500.00 /fl	2,500	
		Wood Stairs - Addition	1.25 fl	2,500.00 /fl	3,125	
		WOOD STAIRS/RAILS/DECKS	13,544.00 sf	0.42 /sf	5,625	5625
		<b>WOOD &amp; PLASTICS</b>	<b>13,544.00 sf</b>	<b>14.93 /sf</b>	<b>202,238</b>	<b>155209</b>
007000		<b>THERMAL</b>				
007110		DAMPPROOFING				
		Dampproofing /sf	216.00 sf	2.15 /sf	464	at new foundations
		DAMPPROOFING	13,544.00 sf	0.03 /sf	464	464
007120		WATERPROOFING				
		Fluid-applied Waterproofing	182.00 sf	8.00 /sf	1,456	at Hose Tower
		- Mobilization	1.00 ea	1,700.00 /ea	1,700	
		- Water Test	1.00 ea	852.64 /ea	853	
		WATERPROOFING	13,544.00 sf	0.30 /sf	4,009	4023
007210		BUILDING INSULATION**				
		Insulation - Subcontract	1.00 ls	4,273.00 /ls	4,273	Accurate
		3.5" R13 Batt Insulation - sf	10,044.00 incl	/incl		Interior Partitions
		6" R19 Batt Insulation - sf	2,244.00 incl	/incl		at Addition
		6" R19 Batt Insulation - sf	282.00 incl	/incl		at Window infill
		2" Extrud. Polystyrene @ Foundation	216.00 sf	3.64 /sf	786	Addition
		2" Extrud. Polystyrene - Horiz @ Foundation	96.00 sf	3.64 /sf	349	Covered Entry
		2" Rigid at Masonry	1,527.00 sf	4.89 /sf	7,467	
		Sprayed Urethane Insulation	incl	/incl		
		BUILDING INSULATION**	13,544.00 sf	0.95 /sf	12,876	14738
007260		VAPOR RETARDERS				
		Stegowrap Vapor Barrier	2,183.00 sf	0.75 /sf	1,637	at SOG
		VAPOR RETARDERS	13,544.00 sf	0.12 /sf	1,637	1637
007410		METAL ROOF/WALL PANELS**				
		Standing Seam Roofing at Towers - sf	600.00 incl	/incl		w/007540
		Metal Panel Equip. Screen	nic	/nic		
		Snow Rails / Guards	nic	/nic		
007540		THERMO-PLASTIC ROOFING**				
		Thermo-Plastic Roofing - Subcontract	1.00 ls	102,744.00 /ls	102,744	Pinnt
		Thermoplastic (TPO) Roofing - sf	8,820.00 incl	/incl		includes removal
		TPO at Parapet Caps	630.00 incl	/incl		
		THERMO-PLASTIC ROOFING**	13,544.00 sf	7.59 /sf	102,744	93240
007620		FLASHING & SHEET METAL				
		Wall Flashing & Parapets	9,847.00 sf	0.50 /sf	4,924	
		FLASHING & SHEET METAL	13,544.00 sf	0.36 /sf	4,924	4924
007710		ROOF SPECIALTIES**				
		SolaTubes	6.00 ea	1,003.08 /ea	6,018	
		SolaTubes	7.00 ea	1,003.08 /ea	7,022	Added SolaTubes at Apparatus Bays
		- Structural Modifications at SolaTubes	13.00 ea	326.32 /ea	4,242	
		ROOF SPECIALTIES**	13,544.00 sf	1.28 /sf	17,282	15000
007720		ROOF ACCESSORIES**				
		Roof Walk Boards	nic	/nic		not shown
		2'6"x3'0" Roof Hatch	n/a	/n/a		existing to remain
		Metal Framed Skylights Double Glazed	del	/del		Apparatus Bays
007760		ROOF PAVERS**				
		Roof Pavers w/Pedestals	n/a	/n/a		Alum Grate w/005120
007920		JOINT SEALANTS**				
		Bldg. Sealants	13,544.00 sf	0.65 /sf	8,745	

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		JOINT SEALANTS**	13,544.00 sf	0.65 /sf	8,745	7449
008000		<b>THERMAL</b>	<b>13,544.00 sf</b>	<b>11.27 /sf</b>	<b>152,680</b>	<b>180642</b>
		<b>DOORS &amp; WINDOWS</b>				
	008110	STEEL DOORS/FRAMES**				
		Doors, Frames & Hardware - Materials	1.00 ls	49,201.00 /ls	49,201	
		Doors, Frames & Hardware - Installation	1.00 ls	9,000.00 /ls	9,000	
		<i>Sgl HM Door Frame - Interior</i>	<i>46.00 ea</i>	<i>/ea</i>		
		<i>Sgl HM Door Frame - Exterior</i>	<i>4.00 ea</i>	<i>/ea</i>		
		<i>Sgl HM Door - Interior</i>	<i>10.00 ea</i>	<i>/ea</i>		
		<i>Sgl HM Door - Exterior</i>	<i>4.00 ea</i>	<i>/ea</i>		
		<i>Dbl HM Door - Exterior</i>	<i>1.00 pr</i>	<i>/pr</i>		
		<i>Dbl HM Door Frame - Exterior</i>	<i>1.00 ea</i>	<i>/ea</i>		
		<i>Dbl HM Door Frame - Interior</i>	<i>1.00 ea</i>	<i>/ea</i>		
		Unload & Distribute	68.00 ea	25.61 /ea	1,742	
		STEEL DOORS/FRAMES**	13,544.00 sf	4.43 /sf	59,943	19156
	008210	WOOD DOORS**				
		<i>S.C. Wood Doors</i>	<i>38.00 ea</i>	<i>/ea</i>		
		- Temp Doors	3.00 ea	168.16 /ea	504	
		Unload & Distribute	41.00 ea	25.61 /ea	1,050	
		WOOD DOORS**	13,544.00 sf	0.12 /sf	1,555	12689
	008310	ACCESS DOORS				
		Access Doors - Std	1.00 ls	2,500.00 /ls	2,500	
		ACCESS DOORS	13,544.00 sf	0.19 /sf	2,500	2500
	008360	OVERHEAD DOORS				
		Sectional Overhead Doors - Subcontract	1.00 ls	16,066.00 /ls	16,066	Quality Garage Door - Raynor Door
		- Reinstall 3 existing doors on East Side	incl	/incl		Add one new opener
		- New Doors at West Side	incl	/incl		re-use existing openers
		OVERHEAD DOORS	13,544.00 sf	1.19 /sf	16,066	52728
	008410	STOREFRONT SYSTEMS				
		Storefront Systems - Subcontract	1.00 ls	38,573.00 /ls	38,573	
		<i>Alum Storefront</i>	<i>incl</i>	<i>/incl</i>		
		<i>Alum. Entrance Doors - Exterior</i>	<i>incl</i>	<i>/incl</i>		
		<i>Automatic Door Operator</i>	<i>n'rd</i>	<i>/n'rd</i>		
		STOREFRONT SYSTEMS	13,544.00 sf	2.85 /sf	38,573	13904
	008520	ALUMINUM WINDOWS				
		<i>Aluminum Windows - Exterior</i>	<i>incl</i>	<i>/incl</i>		w/008410
		<i>Aluminum Windows - Interior</i>	<i>incl</i>	<i>/incl</i>		w/008410
	008710	DOOR HARDWARE**				
		<i>Hdwe Set - Exterior</i>	<i>6.00 ea</i>	<i>/ea</i>		
		<i>Hdwe Set - Interior Passage</i>	<i>5.00 ea</i>	<i>/ea</i>		
		<i>Hdwe Set - Interior Lockset</i>	<i>50.00 ea</i>	<i>/ea</i>		
		<i>Hdwe Set at Aluminum Entrances</i>	<i>2.00 ea</i>	<i>/ea</i>		Closers, Hinges, Exit Devices w/Storefront
		Temp Door Hardware	3.00 ea	119.08 /ea	357	
		Hardware - Catalog & Store	66.00 ea	22.04 /ea	1,455	
		Unload & Distribute	66.00 ea	6.46 /ea	426	
		DOOR HARDWARE**	13,544.00 sf	0.17 /sf	2,238	27561
	008740	ELECTRO-MECH. HARDWARE				
		<i>Security &amp; Access System Allowance</i>	<i>1.00 incl</i>	<i>/incl</i>		w/008110
	008830	MIRRORS				
		<i>Mirrors</i>	<i>incl</i>	<i>/incl</i>		w/010810
		<b>DOORS &amp; WINDOWS</b>	<b>13,544.00 sf</b>	<b>8.93 /sf</b>	<b>120,874</b>	<b>169701</b>
009000		<b>FINISHES</b>				
		<b>PORTLAND CEMENT PLASTER**</b>				
	009220	Stucco - Exterior Walls	9,346.00 sf	4.68 /sf	43,715	Calvin Stucco



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
009220		PORTLAND CEMENT PLASTER**				
		- Cornice	incl	/incl		
		- Accents	incl	/incl		
		- 2" Rigid Insulation	incl	/incl		
		Stucco 2 Coat System	incl	/incl		Soffits
		PORTLAND CEMENT PLASTER**	13,544.00 sf	3.23 /sf	43,715	82878
009250		GYPSUM WALL BOARD**				
		Drywall - Subcontract	1.00 ls	51,148.00 /ls	51,148	SDI
		Exterior Wall System - Window	incl	/incl		
		Infills				
		Interior Wall System	incl	/incl		
		Interior Wall System - Wet Walls	incl	/incl		Restrooms
		Interior Wall System - Denshield	incl	/incl		Showers
		Gyp Bd Ceiling - Restrooms	incl	/incl		
		Gyp Bd Soffits at Acoustic	incl	/incl		
		Ceilings				
		5/8" Rock 1 Side on Hat	incl	/incl		
		Channels - sf				
		Shaftwall System	incl	/incl		
		Hoisting for Finishes	1.00 mo	4,666.67 /mo	4,667	
		Layout	86.70 hr	98.80 /hr	8,566	
		Temp Heat for Finishes	13,544.00 sf	0.73 /sf	9,860	
		Touch-up	13,544.00 sf	0.10 /sf	1,354	
		Clean-up	346.00 hr	25.61 /hr	8,862	
		Haul Trash	14.00 ea	450.00 /ea	6,300	
		Final Cleaning	13,544.00 sf	0.35 /sf	4,740	
		GYPSUM WALL BOARD**	13,544.00 sf	7.05 /sf	95,497	132959
009310		CERAMIC TILE**				
		Ceramic Tile - Subcontract	1.00 ls	15,800.00 /ls	15,800	Abbey Carpet
		Porcelain Tile - Wall	incl	/incl		
		Porcelain Tile - Floor	incl	/incl		Restrooms
		- Crack Isolation Membrane	incl	/incl		
		Floor Prep	384.00 sf	0.35 /sf	134	
		Finished Floor Protec'n - Ceramic	384.00 sf	0.58 /sf	222	
		CERAMIC TILE**	13,544.00 sf	1.19 /sf	16,156	18480
009510		ACOUSTICAL CEILINGS**				
		Acoustic Ceiling Complete	8,094.00 sf	1.62 /sf	13,125	SDI
		ACOUSTICAL CEILINGS**	13,544.00 sf	0.97 /sf	13,125	20235
009650		RESILIENT FLOORING**				
		Resilient Flooring - Subcontract	1.00 ls	42,445.00 /ls	42,445	Abbey Carpet
		Rubber Base	incl	/incl		
		Rubber Stair Treads	incl	/incl		
		Rubber Stair Riser	incl	/incl		
		Linoleum Sheet Flooring	incl	/incl		
		Floor Prep	7,574.00 sf	0.35 /sf	2,651	
		Finished Floor Protec'n - Resilient	7,574.00 sf	0.22 /sf	1,678	
		RESILIENT FLOORING**	13,544.00 sf	3.45 /sf	46,774	37686
009680		CARPET**				
		Carpet - Subcontract	1.00 ls	13,863.00 /ls	13,863	Abbey Carpet
		Carpet Tiles	incl	/incl		
		Floor Prep	1,773.00 sf	0.35 /sf	621	
		Finished Floor Protec'n - Carpet	1,773.00 sf	0.22 /sf	393	
		CARPET**	13,544.00 sf	1.10 /sf	14,876	7917
009720		WALL COVERINGS				
		Wall Covering Allowance	nic	/nic		
009840		ACOUSTICAL WALL TREATMENT				
		Acoustic Wall Treatment	nic	/nic		
009910		PAINTING				
		Painting - Subcontract	1.00 ls	36,400.00 /ls	36,400	Shiros
		Interior Painting	incl	/incl		
		Paint Door/Frames	incl	/incl		
		Exterior Painting	incl	/incl		

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
009910	PAINTING					
	Touch-up		13,544.00 sf	0.05 /sf	677	
	Clean-up		80.00 hr	25.61 /hr	2,049	
	Haul Trash		1.00 ea	450.00 /ea	450	
	PAINTING		13,544.00 sf	2.92 /sf	39,576	45067
009960	HIGH PERFORMANCE COATINGS					
	Epoxy Floors		170.00 sf	8.00 /sf	1,360	Decon/Cleaning
	HIGH PERFORMANCE COATINGS		13,544.00 sf	0.10 /sf	1,360	2755
<b>FINISHES</b>			<b>13,544.00 sf</b>	<b>20.02 /sf</b>	<b>271,080</b>	<b>347976</b>
010000	<b>SPECIALTIES</b>					
010115	MARKERBOARDS					
	<b>4x8 Markerboard</b>		<i>n'd</i>	<i>/n'd</i>		
010210	WALL LOUVERS					
	<b>Aluminum Louvers / sf</b>		<i>n'd</i>	<i>/n'd</i>		
010260	WALL & CORNER GUARDS					
	Corner & Wall Guards Allowance		1.00 ls	1,136.95 /ls	1,137	
	WALL & CORNER GUARDS		13,544.00 sf	0.08 /sf	1,137	1162
010350	FLAGPOLES					
	<b>Flagpoles</b>		<i>nic</i>	<i>/nic</i>		
010420	PLAQUES					
	Plaques		1.00 ea	550.00 /ea	550	
	PLAQUES		13,544.00 sf	0.04 /sf	550	550
010430	EXTERIOR SIGNAGE ALLOWANCE					
	Building Signage at Training Tower		1.00 ls	2,500.00 /ls	2,500	
	Fire Department Logo		2.00 ea	1,500.00 /ea	3,000	
	Building Letters		12.00 ea	125.00 /ea	1,500	
	EXTERIOR SIGNAGE ALLOWANCE		13,544.00 sf	0.52 /sf	7,000	7000
010440	INTERIOR SIGNAGE					
	Signage Allowance		1.00 ls	1,500.00 /ls	1,500	
	INTERIOR SIGNAGE		13,544.00 sf	0.11 /sf	1,500	1500
010510	LOCKERS					
	Equip Lockers at Bunker Storage		30.00 ea	528.13 /ea	15,844	Norcon
	<b>Lockers at 2nd Floor</b>		<i>n'd</i>	<i>/n'd</i>		
	<b>Locker Benches</b>		<i>nic</i>	<i>/nic</i>		
	LOCKERS		13,544.00 sf	1.17 /sf	15,844	12350
010520	FIRE PROTECTION					
	<b>Knox Box</b>		<i>n'd</i>	<i>/n'd</i>		
	Extinguisher - 10 lb		13.00 ea	121.04 /ea	1,574	
	Fire Ext. & Cabinet (Surface Mtd)		7.00 ea	166.04 /ea	1,162	
	Cabinet (Recessed)		13.00 ea	177.08 /ea	2,302	
	FIRE PROTECTION		13,544.00 sf	0.37 /sf	5,038	2071 - Extinguishers not shown
010810	TOILET ACCESSORIES					
	Toilet Accessories - Subcontract		1.00 ls	5,003.00 /ls	5,003	Mountain States
	Towel Dispenser & Waste		7.00 ea	44.08 /ea	309	
	Soap Dispenser		7.00 ea	44.08 /ea	309	
	Grab Bar		15.00 ea	44.08 /ea	661	
	Framed Mirrors		7.00 ea	197.39 /ea	1,382	
	Shower Shelf		5.00 ea	44.08 /ea	220	
	Robe Hook		5.00 ea	22.04 /ea	110	
	Shower Rod		5.00 ea	22.04 /ea	110	
	<b>Shower Seat</b>		<i>n/a</i>	<i>/n/a</i>		
	Toilet Paper Dispenser		7.00 ea	22.04 /ea	154	
	Shower Curtain		5.00 ea	22.04 /ea	110	
	TOILET ACCESSORIES		13,544.00 sf	0.62 /sf	8,368	4907
<b>SPECIALTIES</b>			<b>13,544.00 sf</b>	<b>2.91 /sf</b>	<b>39,437</b>	<b>31513</b>
011000	<b>EQUIPMENT</b>					
011110	LAUNDRY EQUIP					



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
011110	LAUNDRY EQUIP	Fire Hose Washer	1.00 ea	14,304.70 /ea	14,305	
		- Porto Rack	1.00 ea	4,000.00 /ea	4,000	
	LAUNDRY EQUIP			/sf	18,305	0 - Added Scope
011130	AUDIO/VISUAL EQUIP	<b>Recessed Proj. Screens</b>	n/a	/n/a		
011450	RESIDENTIAL APPLIANCES	Dishwasher	2.00 ea	772.69 /ea	1,545	
		Ice Maker	1.00 ea	3,124.69 /ea	3,125	
		- Ice Storage Bin	1.00 ea	1,437.69 /ea	1,438	
		<b>Microwave</b>	n/a	/n/a		by Owner
		Refrigerator	1.00 ea	3,930.70 /ea	3,931	
		Freezer	1.00 ea	4,004.69 /ea	4,005	
		Gas Range	1.00 ea	12,698.69 /ea	12,699	
		Range Hood	1.00 ea	4,298.61 /ea	4,299	
		Washing Machine	2.00 ea	934.70 /ea	1,869	
		Dryer	2.00 ea	934.69 /ea	1,869	
	RESIDENTIAL APPLIANCES		13,544.00 sf	2.57 /sf	34,779	22558
<b>EQUIPMENT</b>			<b>13,544.00 sf</b>	<b>3.92 /sf</b>	<b>53,084</b>	<b>24378</b>
012000	FURNISHINGS					
012460	RUGS & MATS	<b>Entrance Mats</b>	n/a	/n/a		
012490	WINDOW TREATMENTS	Window Coverings - Subcontract	778.00 sf	14.71 /sf	11,442	
		<b>Roller Shades</b>	incl	/incl		
		<b>Roller Shades - Blackout</b>	incl	/incl		added scope
	WINDOW TREATMENTS		13,544.00 sf	0.85 /sf	11,442	2142
<b>FURNISHINGS</b>			<b>13,544.00 sf</b>	<b>0.85 /sf</b>	<b>11,442</b>	<b>2142</b>
014000	CONVEYING SYSTEMS					
014240	HYDRAULIC ELEVATORS	<b>Hydraulic Elevators - 2 Floors</b>	n/a	/n/a		
015000	MECHANICAL					
015100	PLUMBING	Plumbing /sf	13,544.00 sf	11.11 /sf	150,499	Cookeys
		- CD Drawing review	13,544.00 sf	1.56 /sf	21,091	
		<b>Snowmelt Systems</b>	n/a	/n/a		
	PLUMBING		13,544.00 sf	12.67 /sf	171,590	193679
015300	FIRE PROTECTION	Interior Sprinkler System - Wet	13,544.00 sf	2.14 /sf	28,950	Assurance
		<b>Interior Sprinkler System - Dry</b>	5,000.00 sf	/sf		
	FIRE PROTECTION		13,544.00 sf	2.14 /sf	28,950	40750
015510	HVAC	HVAC System / sf	13,544.00 sf	16.42 /sf	222,449	GMMI
		- CD Drawing review	13,544.00 sf	0.27 /sf	3,675	
		<b>HVAC Controls</b>	incl	/incl		
		<b>Mechanical Coordination</b>	incl	/incl		
		<b>Drawings &amp; Commissioning</b>				
	HVAC		13,544.00 sf	16.70 /sf	226,124	333724
015950	TEST & BALANCE	<b>Test &amp; Balance</b>	incl	/incl		
<b>MECHANICAL</b>			<b>13,544.00 sf</b>	<b>31.50 /sf</b>	<b>426,664</b>	<b>573571</b>
016000	ELECTRICAL					
016010	ELECTRICAL	Building Electrical	13,544.00 sf	11.82 /sf	160,038	Canyon
		- UG Secondary Service to Transformer	1.00 ls	27,000.00 /ls	27,000	

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
016010	ELECTRICAL					
	- CD Drawing review		1.00 ls	59,488.00 /ls	59,488	
	<b>Emergency Generator &amp; Transfer Switching</b>		<b>n'rd</b>	<b>/n'rd</b>		<b>existing Generator</b>
	ELECTRICAL		13,544.00 sf	18.20 /sf	246,526	257810
016510	LIGHTING & POWER					
	<b>Fixture Package</b>		<b>incl</b>	<b>/incl</b>		
	<b>Lighting Control</b>		<b>incl</b>	<b>/incl</b>		
016605	LIGHTNING PROTECTION					
	<b>Lightning Protection System</b>		<b>n'rd</b>	<b>/n'rd</b>		
016740	COMMUNICATIONS & SECURITY					
	<b>Phone / Data Systems - Conduit &amp; Raceways</b>		<b>incl</b>	<b>/incl</b>		
	<b>Phone / Data Systems - Prewire &amp; Punchdowns</b>		<b>incl</b>	<b>/incl</b>		Cat 6A
	<b>Fire Alarm</b>		<b>incl</b>	<b>/incl</b>		
	<b>ELECTRICAL</b>		<b>13,544.00 sf</b>	<b>18.20 /sf</b>	<b>246,526</b>	<b>428645</b>
019000	INSURANCE/PERMITS/MISC					
019100	INSURANCE					
	<b>General Liability Insurance</b>		<b>ls</b>	<b>/ls</b>		
019200	WARRANTY RESERVE					
	<b>Warranty Reserve</b>		<b>ls</b>	<b>/ls</b>		





# GRAND JUNCTION FIRE STATION #1 - Addition & Renovation

Grand Junction, Colorado

GMP - November 7, 2011

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Grand Junction FS1 11-11-07.pee

## Estimate Totals

Description	Amount	Totals	Rate
Labor	363,552		
Material	247,208		
Subcontract	1,589,721		
	<hr/>		
	2,200,481	2,200,481	
General Liability	24,324		0.970 %
Warranty Reserve	10,281		0.410 %
P & P Bond	25,578		1.020 %
Subcontractor Bonds			
Material Sales Tax - Exempt			
Contractor Contingency	125,384		5.000 %
	<hr/>		
	185,567	2,386,048	
Contractor Fee	121,622		4.850 %
	<hr/>		
	121,622	2,507,670	
<b>Total</b>		<b>2,507,670</b>	<b>185.150 /sf</b>



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		<u>2,200,481</u>	2,200,481	
General Liability		24,324		0.970 %
Warranty Reserve		10,281		0.410 %
P & P Bond		25,578		1.020 %
Subcontractor Bonds				
Material Sales Tax - Exempt				
Contractor Contingency		<u>125,384</u>		5.000 %
		185,567	2,386,048	
Contractor Fee		<u>121,622</u>		4.850 %
		121,622	2,507,670	
	<b>Total</b>		<b>2,507,670</b>	<b>185.150 /sf</b>







## AMENDMENT # 10

Budget Status Log Approval  
Public Safety Facilities - PD Building  
Grand Junction, CO

December 20, 2011

**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 10 is prepared pursuant to the attached Budget Status Log prepared by Shaw Construction LLC dated 12/20/11 and builds upon Amendment 6. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. The following documents have been included in Amendment #10:
  - a. "For Construction" drawings dated 7/26/11.
  - b. Specifications, Volume 1 - Divisions 1-14 & Volume 2 - Divisions 21-33 dated 7/26/11.
  - c. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
  - d. Addendums 1 through 8 and partial Addendum 10 (A/V scope only) are included.
  - e. ASI's 1 through 17, ASI 22 and ASI 26 are included.
  - f. PR's 1- 3, 5-7, 11, and 14 are included.
  - g. RFI's as listed on the Budget Status Log are included.
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.

**Exclusions**

1. Patterned and colored concrete shown in Addendum 7 at the plaza per the architectural site plan is not included.
  2. Addendum 9 and scope other than the A/V rough in from Addendum 10 is not included.
  3. ASI's 18 - 21, 23 - 25 and 27 - 33 are not included.
  4. PR's 4, 8-10, 12-13, and 15-25 are not included.
  5. RFI responses not yet priced and shown on the Budget Status Log.
  6. Sales and Use Tax
  7. Davis Bacon Wages
  8. Testing or special inspections or special inspector of any kind.
  9. Utility company fees, impact development costs or fees, or permits of any kind.
-

**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A and a schedule duration of 15 months. (with the exception of the site work between the east side of 6<sup>th</sup> street and the west side of 7<sup>th</sup>) A portion of this work will occur after the vacancy of the existing police building. Some of the general conditions to cover these costs will be included in a subsequent amendment.
2. Compliance with LEED certification is not included in the scope of work.
3. Commissioning - the work of a Commissioning agent is excluded.

---

**EARTHWORK**

The site work includes the following:

1. An **Allowance of \$41,600** is included for an MSE wall on the south side of the police parking lot. This wall will be confirmed if needed in the landscape plan.
2. Site electrical is per plan and includes all conduit, light poles and light pole bases.
3. An **Allowance of \$15,000** for a water feature is included.
4. The previous **Allowance of \$419,375** for Fences and Gates is now priced and will be incorporated into the GMP for the amount of **\$374,375.00**.
5. A total **Allowance of \$10,500** is included for building identification signage for Police, FS#-1 and the Fire Administration Building.
6. An **Allowance of \$59,362** is included for Landscape and Dumpster retaining walls.
  - o CIP concrete
  - o Masonry veneer (one side at dumpster)
  - o Cast stone caps
7. The previous **Allowance of \$339,832** for Landscaping & Irrigation is now priced and will be incorporated into the GMP for the amount of **\$289,832.00**.
8. An **Allowance of \$15,000** for site furnishings is included.
9. (1) sand & oil interceptor is included for the Police building.

The following items are not included:

1. Hazardous soil removal by owner.
  2. Storage tank removal by owner.
  3. (1) Sand & Oil separator was removed from this scope and added to the FS#1 scope.
-



**PRIMARY UTILITIES**

The primary utility scope remains as previously included in Amendment 6.

---

**CONCRETE**

The concrete scope remains as previously included in Amendment 6 with the following clarifications:

1. Concrete for the fence and gates per Addendum 7 is included per the adjusted fence and gates total above.
- 

**MASONRY**

The masonry scope remains as previously included in Amendment 6 with the following clarifications:

1. Masonry at the site fence has been eliminated per Addendum 7 and is accounted for in the adjusted fence and gates total above.
  2. A CMU curb for the chillers was added per RFI 89.
- 

**METALS**

The steel scope remains as previously included in Amendment 6 with the following clarifications:

1. Includes solar panel steel framing per Addendum 7.
2. Pipe rack support included for the heavy gauge GRC conduit sweeps on the 2<sup>nd</sup> from room 1069 to 2018.
3. Includes relocating conduit floor penetration frames per RFI 31.

The following items are excluded:

1. Anodizing the aluminum handrails. Handrails are included as powder coated steel.
-

**WOOD & PLASTICS**

The wood and plastics scope remains as previously included in Amendment 6 with the following clarifications:

1. Includes adding A/V rack cabinets per PR 2.
2. Includes added casework at Evidence 1041 per PR 3.
3. Casework at room 20467 has been eliminated per PR 6.

---

**THERMAL/MOISTURE PROTECTION**

The roofing, wall panels, insulation and waterproofing scope remains as previously included in Amendment 6 with the following clarifications:

1. Added TPO, crickets, tapered insulation included per accepted Budget Status Log line items.

The following items are not included:

1. 18 GA metal panels at vertical walls are not included. Metal wall panels are 24 GA.
2. Custom colors for metal panels and equipment screens are not included.
3. Damproofing is not included.

---

**DOORS & HARDWARE**

The Door & Hardware scope remains as previously included in Amendment 6 with the following clarifications:

1. Changes to the Door & Hardware scope per Addendum's 1-8 have been incorporated.
2. The previous Allowance of \$46,800 is confirmed as the current site security total for all site security equipment and scope for the area East of 6<sup>th</sup> street and will no longer be considered an allowance amount.
3. The previous Allowance of \$156,500 is now priced and will be incorporated into the GMP for the amount of **\$93,377.00**. This amount includes the transaction windows. Therefore the of amount of \$50,729.00 previously held as a separate line item in division 11 has been credited per item 29 of the Budget Status Log.

4. The RSO door has been changed from hollow metal to storefront per PR 11.

The following items are excluded:

1. Excludes acoustic rated doors that are not shown.
- 

### **FINISHES**

Interior finishes remain as previously included in Amendment 6 with the following clarifications:

1. Carpet has been added to Property/Evidence 1041, Quatermaster 1045, and Uniform Storage 1046 per PR 5.

The following items are not included:

1. Moisture limiter specified as Durabond D-288 (Alternate in the specifications).
  2. Acoustic wall treatment.
- 

### **SPECIALTIES**

The specialties scope remains as previously included in Amendment 6 with the following clarifications:

1. The hand dryers specified as Dyson have been changed to Xcelerator. Two models are priced as directed in PR 8. Included is Xcelerator model XL-W.
2. An **Allowance of \$1,100** for plaques is included.

The following items are not included:

1. Fire hose cabinet
  2. Operable partitions
  3. Additional flag poles not shown on the Construction Documents dated 7/26/11.
- 

### **EQUIPMENT**

1. The equipment scope remains as previously included in Amendment 6.
-



**MECHANICAL & PLUMBING**

The mechanical and plumbing remains as previously included in Amendment 6 except for the items noted as accepted on the Budget Status Log and as further clarified below:

1. Plumbing fixtures added per PR#3 and RFI 76.
2. Humidifiers at Comm Center included.
3. All plumbing fixtures supply and install.
4. Deck drains added per RFI 36.
5. Duct with liner added to blower coils per mechanical acoustic recommendations checklist transmitted by Blythe Group + on 11/8/2011.

---

**HYDRAULIC ELEVATORS**

The hydraulic elevator scope has remained as previously included in Amendment 6 with the following clarifications:

1. Changes to the elevator finishes per the reviewed submittal return have been incorporated per line item 9 of the Budget Status Log.
2. Changes to the access control systems for the elevators per Elevator Meeting Notes issued by Blythe on 11/1/11 are included.
3. Add operating panel to Elevator 2 per line item 43 of the Budget Status Log.

---

**FIRE PROTECTION**

The fire protection scope remains as previously included in Amendment 6 as clarified below.

1. Wet Sprinkler system, design build (59,797 SF)
2. NOVEC system in lieu of the FM200
3. Pre-Action system is included

---

**ELECTRICAL**

The electrical scope remains as previously included in Amendment 6 except those items added or changed on the Budget Status Log and as clarified below:

1. The A/V rough in scope of work has been incorporated per Addendum 10.
2. Grounding requirements for the site fence have been adjusted per line item 6 of the Budget Status Log.
3. Electrical panels added per PR 7.
4. The UPS scope per the security specifications has been deleted per RFI 83.

**BUILDING INFORMATION MODELING:**

The building information modeling (BIM) scope includes:

1. 3D coordination of architectural, structural, mechanical, plumbing and electrical drawings.
2. A total Allowance of \$42,500 for these services including all time and reimbursables.

---

**GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.



Public Safety Facilities - PD Building

Total Amount of Amendment # 10	\$19,001,741
Less Amendment # 6	\$18,931,193
Total Amount Amendment # 10 added to the prime contract	<u>\$70,548</u>

Signed by:   
City of Grand Junction

Dated 12/20/11

Signed by:   
Shaw Construction LLC

Dated 12-21-11



## BUDGET STATUS LOG

Initial Budget = \$0

Revised Budget Forecast = \$19,001,741

ITEM NO.	DIV.	DESCRIPTION	TARGET	ESTIMATED VALUE	STATUS	REJECTED	PENDING	ACCEPTED	TOTAL	ACTION / BALL IN COURT	COMMENTS
					R = Rejected P = Pending A = Accepted					D = Design O = Owner C = Contractor	

## Initial Budget

\$18,931,193

## 7/26/11 CD Estimate

1	10	VE Lockers		(105,000)	R	(105,000)	-	-	\$ 18,931,193	O	Adjusted to account for electric receptacle installation.
2	9	Acoustic Ceiling Reduction		-	R	-	-	-	\$ 18,931,193	O	
3	8	Reduction in interior glazing price		(63,123)	A	-	-	(63,123)	\$ 18,868,070	O	
4	9	Moisture / Vapor barrier at flooring		90,855	P	-	90,855	-	\$ 18,868,070	O	
5	16	Lighting branch circuitry		-	R	-	-	-	\$ 18,868,070	O	
6	16	Grounding requirements		(11,725)	A	-	-	(11,725)	\$ 18,856,345	O	Previous cost was \$16,500. The new cost is \$10,514.38 per the changes made in addendum 10.
7	7	Modify the guage of the equipment screen panels		(4,135)	A	-	-	(4,135)	\$ 18,852,210	O	Pending confirmation of framing price. Credit to go to 24 GA is \$8,797.00. Price for framing is roughly \$5,500.
8	14	Elevator specifications VE items		(12,760)	R	(12,760)	-	-	\$ 18,852,210	O	These items were confirmed as needed by the architect.
9	16	Elevator submittal changes		27,815	A	-	-	27,815	\$ 18,880,025	O	Items clarified in the submittals which were not in the bid documents.
10	16	Add patch cables		62,000	R	62,000	-	-	\$ 18,880,025	O	Per e-mail 10/7/11 from Jim F., the patch cables will be purchased by IT.
11	16	AV - Conduit & Power		112,600	A	-	-	112,600	\$ 18,992,625	O	Previous price was \$125,786 resulting in a savings of \$20,930.
12	9	PR # 1 building envelope		47,587	R	47,587	-	-	\$ 18,992,625	O	Exterior wall assembly to remain per plan.
13	7	Spray foam buyout		(20,000)	A	-	-	(20,000)	\$ 18,972,625	O	
14		Addendum 5		1,925	A	-	-	1,925	\$ 18,974,550	C	Pending door/hardware pricing.
15		Addendum # 6		16,623	A	-	-	16,623	\$ 18,991,173	C	Includes changes to electrical, glazing and framing trades. Door pricing now included.
16		Addendum # 7		77,641	A	-	-	77,641	\$ 19,068,814	C	Includes framing, glazing, electrical and sheet metal changes. Fence and gates pending final pricing.
17		Addendum # 8		-	A	-	-	-	\$ 19,068,814	O	
18	6	NA		-	R	-	-	-	\$ 19,068,814	O	
19	15	Add humidifiers for Comm Center		49,541	A	-	-	49,541	\$ 19,118,355	O	
20	8	BEST cylinders		-	R	-	-	-	\$ 19,118,355	O	
21	9	Acoustic Panels		11,323	R	11,323	-	-	\$ 19,118,355	O	
22	16	Light Control Option # 1		(12,000)	R	(12,000)	-	-	\$ 19,118,355	O	Owner can select on of 3 options. Cannot take more than one of these options.
23	16	Light control option # 2		(40,000)	R	(40,000)	-	-	\$ 19,118,355	O	Owner can select on of 3 options. Cannot take more than one of these options.
24	16	Light Control Option # 3		(65,000)	A	-	-	(65,000)	\$ 19,053,355	O	Owner can select on of 3 options. Cannot take more than one of these options.



## BUDGET STATUS LOG

Initial Budget = \$0  
Revised Budget Forecast = \$19,001,741

ITEM NO.	DIV.	DESCRIPTION	TARGET	ESTIMATED VALUE	STATUS	REJECTED	PENDING	ACCEPTED	TOTAL	ACTION / BALL IN COURT	COMMENTS
					R = Rejected P = Pending A = Accepted					D = Design O = Owner C = Contractor	

## Initial Budget

\$18,931,193

## 7/26/11 CD Estimate

25	16	Power for Hand Dryers (RFI 56)		7,197	A	-	-	7,197	\$ 19,060,552	O	Power for (11) hand dryers not previously shown.
26	16	RFI 46: 4 Pole ATS's ILO 3 Pole		15,356	A	-	-	15,356	\$ 19,075,908	O	
27	6	PR #2 Add A/V Rack Cabinets		5,349	A	-	-	5,349	\$ 19,081,257	O	A/V equipment racks.
28	6	PR#3 Sink and Casework at Evidence 1041		4,368	A	-	-	4,368	\$ 19,085,625	O	
29	8	Credit for transaction windows		(50,729)	A	-	-	(50,729)	\$ 19,034,896	O	Transaction windows are included in the interior glazing scope.
30	15	ASI 17 Roof Curb Size Increase		8,284	A	-	-	8,284	\$ 19,043,180	O	
31	7	Additional Crickets to Slope to Drains		5,506	A	-	-	5,506	\$ 19,048,686	O	Proposed by subcontractor to slope areas to drain and transition decks.
32	15	CRAC Units Control Valves		2,570	A	-	-	2,570	\$ 19,051,256	O	Generated by submittal review of CRAC units.
33	2	Addendum 9 (Landscape / Irrigation)		(50,000)	A	-	-	(50,000)	\$ 19,001,256	O	Pending specifications release.
34	16	Addendum 10 Pole Lights		1,936	P	-	1,936	-	\$ 19,001,256	O	Change one light pole from single head to double head.
35	16	Addendum 10 Alternate 2 (Sign Lighting)		10,365	P	-	10,365	-	\$ 19,001,256	O	Add sign lighting to the northwest and southwest corners of the site.
36	16	RFI 83: Delete redundant UPS from security specification.		(15,416)	A	-	-	(15,416)	\$ 18,985,839	O	Delete redundant UPS from electronic security specification and scope.
37	10	PR 08 Change Hand Dryers		(18,244)	A	-	-	(18,244)	\$ 18,967,596	O	Pending selection by architect of models specified in PR 08. (2) were priced. If Option A is selected the savings is
38	5	Pipe Rack Support		10,323	A	-	-	10,323	\$ 18,977,918	O	
39	-	N/A		-	R	-	-	-	\$ 18,977,918	O	
40	14	Elevator Access Control		4,127	A	-	-	4,127	\$ 18,982,045	O	Added (1) card reader and priority service and card reader override function for Otis.
41	15	RFI 39 Stair 2 Overflow Drain		1,905	A	-	-	1,905	\$ 18,983,950	O	Added roof drain to run thru stair 2.
42	15	RFI 36 Add Deck Drains		24,544	A	-	-	24,544	\$ 19,008,494	O	Add drains to patio decks with heat trace and scuppers.
43	14	Otis Operating Panel at E2		3,554	A	-	-	3,554	\$ 19,012,049	O	Add operating panel to rear of car 2.
44	15	RFI 76 Added Floor Sink		5,273	A	-	-	5,273	\$ 19,017,321		Plumbing for the walk in cooler per RFI 49 including an added floor sink.
45	6	ASI 28 Revise Casework at Processing		-	P	-	-	-	\$ 19,017,321		
46	15	RFI 89 Chiller Support		14,097	A	-	-	14,097	\$ 19,031,419		
47	7	Added Framing at RTU's		-	P	-	-	-	\$ 19,031,419		
48	5	ASI 16 Relocate Stair 2		1,284	A	-	-	1,284	\$ 19,032,703		Stair 2 location adjusted, landing sizes changed and handrails adjusted. Cost is for added detailing only.
49	5	RFI 31 Relocate Conduit Floor Penetration Frame		2,038	A	-	-	2,038	\$ 19,034,741		Floor frame for conduit penetration moved for electrical sleeving per RFI 31.
50	9	ASI 22 Change Ceiling at 2034 and 2034		526	A	-	-	526	\$ 19,035,267		Change from GWB to acoustical ceiling.
51	9	ASI 26 Ceiling Height Change		3,607	A	-	-	3,607	\$ 19,038,874		Changes to ceilings per ASI 22.
52	9	PR #5 Add Carpet		4,381	A	-	-	4,381	\$ 19,043,256		PR 5 adds carpet to rooms 1041, 1045 and 1046.



**BUDGET STATUS LOG**

 Initial Budget = \$0  
 Revised Budget Forecast = \$19,001,741

ITEM NO.	DIV.	DESCRIPTION	TARGET	ESTIMATED VALUE	STATUS	REJECTED	PENDING	ACCEPTED	TOTAL	ACTION / BALL IN COURT	COMMENTS
					R = Rejected P = Pending A = Accepted					D = Design O = Owner C = Contractor	
Initial Budget									\$18,931,193	7/26/11 CD Estimate	
53	6	PR #6 Delete Casework at 2047		(3,071)	A	-	-	(3,071)	\$ 19,040,184		Delete casework and shelving in room 2047.
54	16	PR #7 Add Electrical Panels at 1070 and 2026		14,607	A	-	-	14,607	\$ 19,054,791		(1) Panel and associated feeds added to each room.
55	8	PR #11 RSO Door to Storefront		3,937	A	-	-	3,937	\$ 19,058,728		Final cost pending credit from HM door supplier.
56	16	RFI 61 Add Elevator Push Buttons		1,075	A	-	-	1,075	\$ 19,059,803		Add (2) push buttons to elevator 2 per RFI 61 response.
57	2	Fence & Gates		(45,000)	A	-	-	(45,000)	\$ 19,014,803		Buyout savings. Pending final gate, and concrete pricing.
58	2	Gate VE		(17,000)	A	-	-	(17,000)	\$ 18,997,803		
59	16	Electrical & Mechanical Acoustic Items		7,548	A	-	-	7,548	\$ 19,005,351		Add sound caulking and sound pads per e-mail from Peter Icenogle and added lined duct for the blower coils per acoustic Mech. Checklist.
60	2	Site Walls		-	P	-	-	-	\$ 19,005,351		
61	10	Delete drawers in Police Lockers		(10,000)	A	-	-	(10,000)	\$ 18,995,351		
62	16	RFI 91 Change Fixtures at (5) Rooms		842	A	-	-	842	\$ 18,996,193		Change fixtures per RFI 91 response.
63	16	PR 14 Clocks		5,549	A	-	-	5,549	\$ 19,001,741		Change from wired system to wireless with features as per PR 14.
	Revised Budget Forecast			\$ 124,854		(48,850)	103,156	70,548	\$ 19,001,741		







**AMENDMENT # 11**

Budget Status Log Approval  
Public Safety Facilities - PD Building  
Grand Junction, CO

February 7, 2012

**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 11 is prepared pursuant to the attached Budget Status Log prepared by Shaw Construction LLC dated 2/7/2012 and builds upon Amendment 10. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. **All items not shown below or on the attached Budget Status log remain as currently contracted pursuant to the GMP Amendment # 6 and Amendment #10.** The following documents are included in this Amendment:
  - a. "For Construction" drawings dated 7/26/11.
  - b. Specifications, Volume 1 - Divisions 1-14 & Volume 2 - Divisions 21-33 dated 7/26/11.
  - c. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
  - d. Addendums 9 (landscaping only) and 10.
  - e. ASI's 26 and 28.
  - f. PR's 4, 10, 12, 13, 15-17, 19 - 22, and 30.
  - g. Costs associated with RFI's 111, 119, 122, 123, 131 and 139.
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.

**Exclusions**

1. Patterned and colored concrete shown in Addendum 7 at the plaza per the architectural site plan is not included.
2. Addendum 9 civil drawings are being revised and will be re-priced for inclusion by a later amendment.
3. Monument signs per ASI 31 and Addendum 10 alternate 2.
4. ASI's 29 - 41.
5. PR's 4, 8-10, 12-13, and 15-25 are not included.
6. RFI responses not yet priced or shown on the Budget Status Log.
7. Sales and Use Tax
8. Davis Bacon Wages
9. Testing or special inspections or special inspector of any kind.
10. Utility company fees, impact development costs or fees, or permits of any kind.



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**SITWORK**

The site work includes the following additional scope:

1. Cost adjustment for the fence and gates scope providing an additional (\$34,454.00) in savings. The previous allowance of \$419,375 for the fence and gates is adjusted to the lump sum amount of **\$384,921**.
  2. Cost adjustment for the site & retaining walls as drawn on Addendum 7 adding an additional \$58,000.00. The total for site and retaining walls is adjusted to the lump sum amount **\$158,962**. The previous allowance of \$41,600 for the MSE wall on the south side and the allowance of \$59,362 for landscape and dumpster walls are now a lump sum amount included in the site & retaining wall total above.
  3. Amendment 10 included a credit for (\$17,000.00) to value engineer (3) sliding gates. There will now be (2) sliding gates changed at the east parking lot adding **\$7,000** to this amendment.
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**CONCRETE**

The concrete for the site & retaining walls is included in sitework above.

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**MASONRY**

The masonry work includes the following additional scope:

1. Masonry for the site & retaining walls is included in Sitework above.
  2. Masonry weeps changed per PR 4.
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**WOOD & PLASTICS**

The wood and plastics work includes the following additional scope:

1. Wood framing added to the roof to infill RTU spaces at the structural steel deck.
  2. Casework revised per ASI 28 and PR 12.
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### SPECIALTIES

The specialties work includes the following additional scope:

1. Shelving added to the wire mesh cages at processing per PR #15.
2. Weapons storage wire mesh cages altered per PR 21 REV1.
3. Duty locker layout revised per PR 10.
4. Delete drawer at duty lockers per PR 18.

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### MECHANICAL & PLUMBING

The mechanical & plumbing work includes the following additional scope:

1. Fume hood and lab casework.
2. CRAC unit added to security 1076A per RFI 139.

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### FIRE PROTECTION

The fire protection work includes the following additional scope.

1. Additional upright sprinkler heads added per the ASI 26 ceiling height change.

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### ELECTRICAL

The electrical work includes the following additional scope:

1. An additional credit to adjust the final cost of the lighting control system of (\$22,149.00).
2. Changed light pole to receive a double head per Addendum 10.
3. Additional conduit added from the security room to the data room per PR 22.
4. Network switches deleted per RFI 111.
5. Add card reader to security closet per RFI 119.
6. Camera added to vestibule per RFI 123.
7. Panic button at processing area added per RFI 122.
8. Additions to the Motorola R56 grounding system (transient voltage) added per PR 30.
9. The security cabling has been changed to incorporate the Siemens cabling requirement.



10. EZ pathways (electric floor penetration) added at data center per RFI 131.

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#### GENERAL EXCLUSIONS

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

#### OTHER ASSUMPTIONS

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

Total Amount of Amendment # 11	\$19,112,028
Less Amendment # 6	\$19,001,741
Total Amount Amendment # 10 added to the prime contract	<u>\$110,287</u>





Public Safety Facilities - PD Building

Signed by:   
City of Grand Junction

Dated 2-14-12

Signed by:   
Shaw Construction LLC

Dated 2-7-12

**BUDGET STATUS LOG**

 Starting Budget = \$19,001,741  
 Revised Budget = \$19,112,028

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,001,741	Amendment 10
4	9	Moisture / Vapor Barrier at Flooring	97,442	P	-	97,442	-	\$ 19,001,741	
15		Addendum 6 Doors	-	P	-	-	-	\$ 19,001,741	
16	9	Addendum 7 SSM Walls & Tile Base	-	P	-	-	-	\$ 19,001,741	
24	16	Light Control Option 3 Final Credit	(22,149)	A	-	-	(22,149)	\$ 18,979,592	Original budget for circuitry & light control was \$104,500. Final sub amount is \$23,345. \$65,000 was already credited per Amendment 10. Includes credit on mark up.
33	2	Addendum 9 Civil Drawings	60,000	P	-	60,000	-	\$ 18,979,592	Re-design pending.
34	16	Addendum 10 Pole Lights	2,079	A	-	-	2,079	\$ 18,981,671	Change one pole light from single to double head.
35	4	Monument Sign (ASI 31 / Addendum 10 Alt 2)	18,511	R	18,511	-	-	\$ 18,981,671	Final price pending proposals for concrete, signage and plaques. Estiamtes plugged for those values. Price for (1) monument only.
45	6	ASI 28 Revise Casework at Processing	-	A	-	-	-	\$ 18,981,671	No cost for this ASI.
47	6	Added Framing at RTU's	6,710	A	-	-	6,710	\$ 18,988,381	Framing required to infill RTU's to complete roofing.
57	2	Fence & Gates Final Savings	(34,454)	A	-	-	(34,454)	\$ 18,953,928	Note that a \$45,000 credit was already accepted for the fence and gates in Amendment 10.
58	2	Gate VE	7,000	A	-	-	7,000	\$ 18,960,928	\$17,000 credit was accepted for 3 gates in Amendment 10.
60	2	Site/Retaining Walls	58,000	A	-	-	58,000	\$ 19,018,928	Amount over original budget. Includes all masonry, excavation, concrete and mse walls.
64	4	PR 4 Change Masonry Weeps / J Light Fixture	(862)	A	-	-	(862)	\$ 19,018,065	
65	10	PR 10 Revise Duty Locker Layout	(9,273)	A	-	-	(9,273)	\$ 19,008,793	
66	6	PR 12 Delete Casework at 2068	(2,107)	A	-	-	(2,107)	\$ 19,006,685	
67	9	PR 13 Reconfigure Sound Room	-	A	-	-	-	\$ 19,006,685	No cost for this PR.
68	10	PR 15 Wire Mesh Cage at processing	15,571	A	-	-	15,571	\$ 19,022,256	
69	16	PR 16 Power and Data Commander 1029	3,120	A	-	-	3,120	\$ 19,025,376	
70	13	PR 17 Delete Clean Agent Comm 1096	-	P	-	-	-	\$ 19,025,376	
71	10	PR 18 Delete Drawer at Duty Lockers	(10,772)	A	-	-	(10,772)	\$ 19,014,604	



**BUDGET STATUS LOG**

Starting Budget = \$19,001,741

Revised Budget = \$19,112,028

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,001,741	Amendment 10
72	6	PR 19 Plywood Blocking	880	A	-	-	880	\$ 19,015,484	Plywood blocking at Sergeant 2077.
73	4	PR 20 Time Capsule	3,553	A	-	-	3,553	\$ 19,019,037	Framing, etched stone, galvanized sheet metal box and time capsule.
74	10	PR 21 REV1 Alter weapons storage mesh cages	9,059	A	-	-	9,059	\$ 19,028,096	Includes added cages and shelving.
75	16	PR 22 Add Conduit from Security to Data	4,274	A	-	-	4,274	\$ 19,032,370	
76	16	RFI 111 Delete Network Switches	(12,879)	A	-	-	(12,879)	\$ 19,019,491	City to provide Cisco switches.
77	16	RFI 119 Card Reader at Security Closet	2,240	A	-	-	2,240	\$ 19,021,731	
78	2	Plaza Decorative Concrete Color & Scoring	-	P	-	-	-	\$ 19,021,731	
79	16	RFI 123 Add Camera at Vestibule 1048	1,995	A	-	-	1,995	\$ 19,023,726	
80	16	RFI 122 Add Panic Button	920	A	-	-	920	\$ 19,024,647	
81	16	PR 30 Motorola R56 Transient Voltage Option 1	8,166	R	8,166	-	-	\$ 19,024,647	
82	16	PR 30 Motorola R56 Transient Voltage Option 2	7,835	R	7,835	-	-	\$ 19,024,647	
83	16	PR 30 Motorola R56 Transient Voltage Option 3	16,001	A	-	-	16,001	\$ 19,040,647	
84	16	Siemens CAT6A for Security Cabling	16,439	A	-	-	16,439	\$ 19,057,086	The specs did not clearly define the requirement for CAT6A cabling for security.
85	16	RFI 131 EZ Pathways Data Center 2018	2,262	A	-	-	2,262	\$ 19,059,347	Additional structured cabling was added to the cable tray serving room 2018. This necessitated the addition of another EZ pathway floor penetration due to Siemens cable fill standards.
86	15	RFI 139 Security 1076A CRAC Unit	25,861	A			25,861	\$ 19,085,208	
87	13	ASI 26 Ceiling Height Sprinkler Head Add	1,283	A	-	-	1,283	\$ 19,086,492	Framing subcontractor price already accepted in amendment 10.
88	15	Fume Hood & Lab Casework	25,536	A	-	-	25,536	\$ 19,112,028	
Revised Budget			\$ 302,240		34,511	157,442	110,287	\$ 19,112,028	





**AMENDMENT # 12**

Public Safety Facilities - Fire Station # 1  
Grand Junction, CO

February 7, 2012

**OVERVIEW**

The Public Safety Facilities - Fire Station # 1 is a renovation of an existing building located at 620 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire station facility (13,862 SF) on a previously developed site. Work includes all demolition and reconstruction of this new fire station per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 12 is prepared pursuant to the attached Budget Status Log prepared by Shaw Construction LLC dated 2/7/2012 and builds upon Amendment #9. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. **All items not shown below or on the attached Budget Status log remain as currently contracted pursuant to the GMP Amendment # 9.** The following documents are included in this Amendment:
  - a. Construction Documents by Blythe Group + CO. dated 10/3/11.
  - b. ASI's 6-8, 10, 11, 13-14, 16, 19 and 21.
  - c. PR's 2-8.
  - d. RFI 33.
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

**Exclusions**

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.
5. PR's 7 and 9-12. PR 7 was for epoxy coatings at the apparatus bay and was rejected.

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**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
  2. General Conditions are included.
  3. Compliance with LEED certification is not included in the scope of work.
  4. Commissioning - the work of a Commissioning agent is excluded.
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### SITEWORK

The site work includes the following additional scope:

1. Pilasters added to the west side at the bay entrance per ASI #8.
- 
- 

### CONCRETE

The concrete work includes the following additional scope:

1. Pilasters added to the west side at the bay entrance per ASI #8.
- 
- 

### MASONRY

The masonry work includes the following additional scope:

1. Glass block added at laundry windows per PR #5.
  2. The existing lower two training tower windows were replaced with glass block per PR#8.
- 
- 

### METALS

The metals work includes the following additional scope:

1. Steel details revised for the NW corner, 2<sup>nd</sup> floor per ASI #10.
  2. Repairs to the training tower added to support the new roof structure per ASI #19.
  3. Interior steel channel header added per RFI #33.
  4. The fire poles included per plan are to be replaced with new poles consisting of brass sleeves over black iron pipe per PR #2.
- 
- 

### ROUGH CARPENTRY AND WOOD FRAMING

The carpentry work includes the following additional scope:

1. Re-frame 2<sup>nd</sup> floor fire pole openings per PR #4.



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**THERMAL AND MOISTURE PROTECTION**

The Thermal and Moisture Protection work includes the following additional scope:

1. Metal window flashing added to window openings per ASI #14.
- 
- 

**FLOORING**

The Flooring work includes the following additional scope:

1. Stained and ground exposed concrete floors have replaced the sheet vinyl flooring on the 1<sup>st</sup> floor
  2. 1<sup>st</sup> floor bathrooms included as epoxy flooring per ASI #11.
- 
- 

**MECHANICAL**

The Mechanical work includes the following additional scope:

1. Compressed air piping and hose reels and evaporative cooler drain lines added per PR #6.
  2. Changes to the kitchen area including new ductwork to support the venting of the range hood per ASI #21.
- 
- 

**ELECTRICAL**

The Electrical work includes the following additional scope:

1. Sleeping room fixtures changed and rough in added for the alerting system per ASI #16.
- 
- 

**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the

requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.

4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

Total Amount of Amendment # 12	\$2,547,018
Less Amendment # 9	<u>\$2,507,670</u>

Total Amount Amendment # 9 added to the prime contract	<u>\$39,348</u>
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Signed by:   
City of Grand Junction

Dated 2/14/12

Signed by:   
Shaw Construction LLC

Dated 2-7-12



**BUDGET STATUS LOG**

Starting Budget = \$2,507,670

Revised Budget = \$2,547,018

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 2,507,670	Amendment 9 GMP
2		Patio Walls at Kitchen Exit door	-	P	-	-	-	\$ 2,507,670	
5		Canopy at Kitchen Exit	-	P	-	-	-	\$ 2,507,670	
14		Price casework vs. furniture	69,096	R	69,096	-	-	\$ 2,507,670	
15	3	Exposed concrete floors in lieu of sheet vinyl	(7,738)	A	-	-	(7,738)	\$ 2,499,932	
21	16	ASI #6 Modify Exterior Lighting	-	A	-	-	-	\$ 2,499,932	No cost. Subcontractor picked this up with the final CD pricing.
22	5	ASI #7 Modify Base Plate	-	A	-	-	-	\$ 2,499,932	No cost for this item.
23	3	ASI #8 Pilaser Modifications	7,865	A	-	-	7,865	\$ 2,507,797	Concrete pilasters added to support bump out at west bay entrance.
28	9	ASI # 11 Change 1st floor bathrooms to epoxy floors	1,269	A	-	-	1,269	\$ 2,509,066	The concrete stain contractor recommends against using the stain finish in bathrooms.
29	16	ASI #13 TV Locations & Natural Gas Connection	-	A	-	-	-	\$ 2,509,066	No cost.
30	7	ASI #14 Window Flashings	3,173	A	-	-	3,173	\$ 2,512,238	ASI issued to add metal flashing not previously shown.
31	16	ASI #16 Sleeping Room Fixtures & Alerting System Rough In	2,659	A	-	-	2,659	\$ 2,514,897	Change K fixture and rough in for owner supplied alerting system.
32	5	PR #2 Brass Slide Poles	3,909	A	-	-	3,909	\$ 2,518,806	Brass sleeves over schedule 80 pipe.
33	16	PR #3 Add Cable TV & electrical Outlets	756	A	-	-	756	\$ 2,519,562	Outlets added to day Room 115 and Storage 232.
34	6	PR #4 Fire Pole Openings	1,246	A	-	-	1,246	\$ 2,520,808	Re-frame to change to round openings.
35	5	ASI #10 Steel at NW Corner	1,460	A	-	-	1,460	\$ 2,522,268	Details revised for the NW corner at the 2nd floor.
36	4	PR #5 Glass Block at Laundry Windows	839	A	-	-	839	\$ 2,523,107	
37	15	PR #6 Air Hose Reels / Evap Cooler Drain Lines	8,849	A	-	-	8,849	\$ 2,531,955	Compressed air hose reels and water supply and drain piping for roof mounted evap coolers.
38	9	PR #7 Epoxy Floors at Apparatus Bay	-	R	-	-	-	\$ 2,531,955	Shaw was directed not to pursue.
39	4	PR #8 Tower Glass Block	3,641	A	-	-	3,641	\$ 2,535,596	Place glass block in the (2) tower windows and an access door in the top.
40	5	ASI #19 Repairs to Training Tower	4,563	A	-	-	4,563	\$ 2,540,159	Angle lintel added to reinforce the training tower corners.
41	5	RFI #33 Channel Header Added	2,359	A	-	-	2,359	\$ 2,542,518	Header required at door #120.
42	15	ASI #21 Kitchen Exhaust / Bath Exhaust	4,500	A	-	-	4,500	\$ 2,547,018	Soffits, vent demo, in line exhaust, steel lintel and associated ducting required to vent the Wolf Range.
43	2	Unforeseen Condition: Remove Buried Footer	-	P	-	-	-	\$ 2,547,018	
		Revised Budget	\$ 108,444		69,096	-	39,348	\$ 2,547,018	





## BUDGET STATUS LOG

Starting Budget = \$2,507,670

Revised Budget = \$2,547,018

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					

Starting Budget

\$

2,507,670

Amendment 9 GMP



**AMENDMENT # 13**

Public Safety Facilities - PD Building  
Grand Junction, CO

March 7, 2012

**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 13 is prepared pursuant to the attached Budget Status Log prepared by Shaw Construction LLC dated 3/7/2012 and builds upon Amendment 11. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. **All items not shown below or on the attached Budget Status log remain as currently contracted pursuant to the GMP Amendment #11.** The following documents are included in this Amendment:
  - a. "For Construction" drawings dated 7/26/11.
  - b. Specifications, Volume 1 - Divisions 1-14 & Volume 2 - Divisions 21-33 dated 7/26/11.
  - c. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
  - d. ASI 40.
  - e. PR's 17, 23REV1, 24 - 26REV3, 27 - 29. 31 - 32, 34-35, 37, and 39 - 42.
  - f. Costs associated with RFI's 112 and 114.
  - g. Field report 8.
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.

**Exclusions**

1. Patterned and colored concrete shown in Addendum 7 at the plaza per the architectural site plan is not included.
2. Addendum 9 civil drawings are being revised and will be re-priced for inclusion by a later amendment.
3. RFI responses not yet priced or shown on the Budget Status Log.
4. Gate, fencing, gate operator, power, security and access control for the new west side parking lot.
5. Sales and Use Tax
6. Davis Bacon Wages
7. Testing or special inspections or special inspector of any kind.
8. Utility company fees, impact development costs or fees, or permits of any kind.



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**SITEWORK**

The site work includes the following additional scope:

1. Relocated electrical line at 6<sup>th</sup> per field directive.
2. Connect 18" RCP at Pitkin that was not previously extended into the site.
3. Parking lot at west side to include asphalt paving, striping and parking blocks, earthwork and sub grade prep, sidewalks, curb and gutter, and adjustment of landscaping. Pricing is estimate based on schematic plans and will be adjusted upon receipt of final plans. Excludes gates, added fencing, gate operator, power, security and access control.
4. The water feature (allowance of \$15,000) has been deleted from the project.
5. Fence privacy slats will be added connecting the north gate on 6<sup>th</sup> street to the Fire Admin building.

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**STRUCTURAL STEEL**

The structural steel work includes the following additional scope:

1. Steel support added for the radio antenna guy wire attachment per ASI 40.

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**WOOD & PLASTICS**

The wood and plastics work includes the following additional scope:

1. Casework revised per PR's 31, 34, 40 and 42.

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**DOORS & HARDWARE**

The door & hardware work includes the following additional scope:

1. Hardware changed for storefront and detention doors per PR's 35 and 37.
- 
-

**FRAMING & DRYWALL**

The framing and drywall work includes the following additional scope:

1. Add wall at locker end panel per PR 24.
  2. Add level 5 texture to walls to receive painted marker boards per PR 25.
  3. Remove the mid wall to create one room at rooms 2079 and 2067 per PR 29.
  4. Add framing at report writing per PR 31.
  5. Soffits added to cover exposed beam per filed report 8.
- 
- 

**PAINTING & WALL COVERINGS**

The painting and wall coverings work includes the following additional scope:

1. Wall talkers deleted and Tabrassa brand marker board paint added in their place.
- 
- 

**MECHANICAL & PLUMBING**

The mechanical & plumbing work includes the following additional scope:

1. Floor sink added to break room 2013 per PR 32.
- 
- 

**FIRE PROTECTION**

The fire protection work includes the following additional scope:

1. The clean agent has been deleted from the Communications Room, clean agent cylinders relocated in rooms 1097, 2018 and 2019, and (3) notification devices added at 2016 per PR 38. The deleted clean agent system is to be re-used by the City.
- 
- 

**ELECTRICAL**

The electrical work includes the following additional scope:

1. Voice outlets added in the lobby per PR 23REV1.
2. FAAP panels added to dispatch 2028 to monitor FS1, FA and the PD buildings per PR 27.
3. Telecommunications utilities relocated to the site per PR 28.
4. Multi-outlet power added to quartermaster room per PR 41.



5. Cabling and power considerations for the radio antenna per meeting with QDS, the antenna supplier and per e-mail directive from Jim Finlayson.
  6. Changes to the cable trays at dispatch training, data room, and radio room per direction of Jim Finlayson.
  7. Added data drop to the west side of the column in room 1067 per owner box walk.
  8. UPS circuits added for security workstations per RFI 115.
  9. Circuits added for motorized shades in room 2005 per RFI 112.
- 

#### **GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

#### **OTHER ASSUMPTIONS**

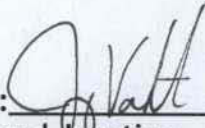
1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.






Public Safety Facilities - PD Building

Total Amount of Amendment # 13 (total GMP amount of police building)	\$19,286,871
Less Amendment # 11	\$19,112,028
Net Amount added to the GMP for the Police Building per this amendment	<u>\$174,843</u>

Signed by:   
City of Grand Junction

Dated 3-13-12

Signed by:   
Shaw Construction LLC

Dated 3-7-12

**CONTRACT AMENDMENT 13 BUDGET STATUS LOG**

Starting Budget = \$19,112,028

Revised Budget = \$19,286,871

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,112,028	Starting Budget from Amendment 11
4	9	Moisture / Vapor Barrier at Flooring	97,442	R	97,442	-	-	\$ 19,112,028	
33	2	Addendum 9 and PR 44 Civil Drawings	64,633	P	-	64,633	-	\$ -	Final costs based on the civil drawing re-issued in PR 44.
70	13	PR 17 / 38 Delete Clean Agent Comm 1096	1,960	A	-	-	1,960	\$ 19,113,988	Delete clean agent at Comm room (City to re-use, relocate clean agent cylinders in 1097, 2018 and 2019. Add (3) notification devices at 2016.
78	2	Plaza Decorative Concrete Color & Scoring	45,045	R	45,045	-	-	\$ 19,113,988	Budget price assuming standard acid stain colors with urethane sealer. Final price pending final details.
88	16	PR 23 REV1 Lobby Data for Phones	1,818	A	-	-	1,818	\$ 19,115,806	Add two voice outlets in Lobby 1002.
89	9	PR 24 Wall at Locker End Panel	1,142	A	-	-	1,142	\$ 19,116,948	Add wall at locker end panel. Power for the lockers was already included.
90	9	PR 25 Marker Board Paint	15,027	A	-	-	15,027	\$ 19,131,975	Price is to take the areas listed to a level 5 and paint on marker boards where walltalkers wall covering was previously shown. Includes a \$12k credit for the walltalkers.
91	16	PR 26Rev 3 Interview Room Cameras	-	P	-	-	-	\$ 19,131,975	New REV4 PR issued. Pending pricing.
92	16	PR 27 FAAP panels at Dispatcher Consoles 2028	10,951	A	-	-	10,951	\$ 19,142,926	Costs from both Canyon Electric and B&B to install remote annunciation capabilities for FS1 and FA at the fire alarm control panel in Dispatch 2028. Per coordination meeting on 1/10/2012.
93	16	PR 28 Telecom at Light Pole	9,405	A	-	-	9,405	\$ 19,152,331	Includes moving telecom utilities from room 1070 into a custom enclosure on site and providing a 12' pole to match light poles for wi-fi antenna. Also includes concrete base.
94	9	PR 29 Remove Wall Between 2079/2067	4,275	A	-	-	4,275	\$ 19,156,606	Delete walltalkers and combine both rooms into one. Includes change to power, structured cabling and a/v.
95	9	PR 31 Wall at Report Writing	16,262	A	-	-	16,262	\$ 19,172,868	Includes wall infill, casework, power and data, and cut patch and paint costs.
96	15	PR 32 Floor Sink at Break 2013	3,054	A	-	-	3,054	\$ 19,175,922	Floor sink to accommodate ice maker in Break 2013.
97	9	PR 34 Delete Curved Counter & Wall Break 1068	(3,876)	A	-	-	(3,876)	\$ 19,172,046	



## CONTRACT AMENDMENT 13 BUDGET STATUS LOG

Starting Budget = \$19,112,028

Revised Budget = \$19,286,871

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,112,028	Starting Budget from Amendment 11
98	8	PR 35 Change Storefront Hardware Sets	1,783	A	-	-	1,783	\$ 19,173,829	Change to use removable mullions with rim exit devices.
99	8	PR 37 Change Detention Hardware	-	A	-	-	-	\$ 19,173,829	Credit provided for (\$597).
100	2	PR 39 Gate Operators	-	P	-	-	-	\$ 19,173,829	Credit already processed. Further gate changes pending.
101	12	PR 40 Add Casework Multipurpose 2079	1,093	A	-	-	1,093	\$ 19,174,922	
102	16	PR 41 Power at Quartermaster	4,157	A	-	-	4,157	\$ 19,179,079	Pending pricing.
103	12	PR 42 Delete Casework Work 2031	(1,516)	A	-	-	(1,516)	\$ 19,177,563	
104	9	Field Report 8 Build Soffits	2,065	A	-	-	2,065	\$ 19,179,628	Soffits required to cover I- beam which sticks out of the wall.
105	6	ASI 40 Add Steel for Antenna Tower	3,857	A	-	-	3,857	\$ 19,183,485	Added steel for tower attachment.
106	16	Antenna Cabling Meeting Notes	10,993	A	-	-	10,993	\$ 19,194,478	Pricing is a ROM.
107	2	Relocate Eletrical Line & Pothole for 6th Street Storm Sewer	2,310	A	-	-	2,310	\$ 19,196,788	Skyline had to excavate furhter into Pitkin than shown.
108	2	Connect 18" RCP at Pitkin	1,459	A	-	-	1,459	\$ 19,198,247	Electric line was in conflict wih the inlet box on 6th street.
109	16	Cable Tray Changes	10,241	A	-	-	10,241	\$ 19,208,489	Changes per e-mail sent by Jim Finlayson on
110	2	Delete Water Feature	(15,000)	A	-	-	(15,000)	\$ 19,193,489	
111	2	Fence Privacy Slats	-	A	-	-	-	\$ 19,193,489	Price for 24' is less than \$1,000
112	16	Added Data Drop per Box Walk	1,910	A	-	-	1,910	\$ 19,195,399	Added data drop to the west side of the column in room 1067 per owner box walk.
113	16	RFI 115 Add UPS Circuits for Security Workstations	8,700	A	-	-	8,700	\$ 19,204,099	Added to rooms 1008, 1024, 1040, 1067A, and 2079.
114	16	RFI 112 Add Circuits for Motorized Shades in RM 2005	5,842	A	-	-	5,842	\$ 19,209,941	Adds 2 circuits and 13 motor connections. Originally 1 circuit and 5 connections were shown.
115	2	West End Parking Lot	76,931	A	-	-	76,931	\$ 19,286,871	Includes site prep, survey, deleting landscaping, sidewalks, curb & gutter, asphalt paving, striping, and added landscaping around lot. Excludes gate, gate control, fencing and power.
116	2	Revised Site Plan	-	P	-	-	-	\$ 19,286,871	
117	16	Gate w/ Operator & Power West Lot	-	P	-	-	-	\$ 19,286,871	
118	9	Wall Patching and Paint for PR's	10,000	P	-	10,000	-	\$ 19,286,871	
Revised Budget			\$ 391,964		142,487	74,633	174,843	\$ 19,286,871	





**AMENDMENT # 14**

Public Safety Facilities - Fire Station # 1  
Grand Junction, CO

March 7, 2012

**OVERVIEW**

The Public Safety Facilities - Fire Station # 1 is a renovation of an existing building located at 620 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire station facility (13,862 SF) on a previously developed site. Work includes all demolition and reconstruction of this new fire station per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 14 is prepared pursuant to the attached Budget Status Log prepared by Shaw Construction LLC dated 3/7/2012 and builds upon Amendment #12. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. **All items not shown below or on the attached Budget Status log remain as currently contracted pursuant to the GMP Amendment # 12.**

The following documents are included in this Amendment:

- a. Construction Documents by Blythe Group + CO. dated 10/3/11.
  - b. Civil drawings issued for the Police Building PR 44.
  - c. ASI 20.
  - d. PR's 9-20.
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

**Exclusions**

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.
5. Items noted as rejected on the attached budget status log.

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**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
2. General Conditions are included.
3. Compliance with LEED certification is not included in the scope of work.
4. Commissioning - the work of a Commissioning agent is excluded.

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**SITEWORK**

The site work includes the following additional scope:

1. Removal of buried footer during building excavation.
  2. Trench and backfill for temporary electric utilities per Civil drawings issued per Police Building PR 44.
  3. Installation of underground roof drains per PR 44.
- 
- 

**GLASS & GLAZING**

The Glass and Glazing work includes the following additional scope:

1. Glass shower bypass doors for 2<sup>nd</sup> floor showers.
- 
- 

**FLOORING**

The Flooring work includes the following additional scope:

1. Athletic flooring at the workout room 232 per PR 10.
- 
- 

**STUCCO & BRICK**

The Stucco work includes the following additional scope:

1. Stucco insulation upgraded to R-13 per architect's clarification and CD documents requirements of an R-21 wall insulation requirement.
  2. Install thin brick façade over stucco base coat and lath assembly per PR 20.
- 
- 

**SPECIALTIES**

The Specialties work includes the following additional scope:

1. Fire Station emblem signage added at the front brick façade.
- 
-



**MECHANICAL**

The Mechanical work includes the following additional scope:

1. Compressed air hose reels added per PR 18.
  2. Relocate sprinkler drops to accommodate new ceiling heights at 1<sup>st</sup> floor.
  3. Remove unit heater per PR 12. Heater to be re-used by the City.
- 
- 

**ELECTRICAL**

The Electrical work includes the following additional scope:

1. Temporary electric conduit and wire. Aluminum wire to be used for the temp service.
  2. Additional cord reels added at the apparatus bay per PR 18.
  3. Outlet boxes and data cabling added at apparatus bay per ASI 20.
  4. Outlet added to telephone room per PR 9.
  5. Relocate card reader per PR 14.
- 
- 

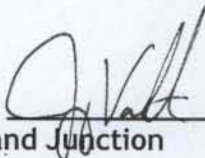
**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

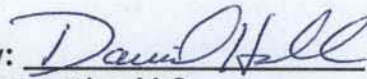


Public Safety Facilities - Fire Station # 1

Total Amount of Amendment # 14 (total GMP amount of Fire Station # 1)	\$2,607,565
Less Amendment # 12	\$2,547,018
Net Amount added to the GMP, Fire Station # 1 Building per this amendment	<u>\$60,547</u>

Signed by:   
City of Grand Junction

Dated 3-13-12

Signed by:   
Shaw Construction LLC

Dated 3-7-12



**AMENDMENT 14 BUDGET STATUS LOG**

 Starting Budget = \$2,547,018  
 Revised Budget = \$2,607,565

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 2,547,018	Total from Amendment 12
2	3	Patio Walls at Kitchen Exit door	-	R	-	-	-	\$ 2,547,018	
5	5	Canopy at Kitchen Exit	-	R	-	-	-	\$ 2,547,018	
43	2	Unforeseen Condition: Remove Buried Footer	1,317	A	-	-	1,317	\$ 2,548,335	
44	16	Temporary Electric Service	23,055	A	-	-	23,055	\$ 2,571,390	ROM cost. Will adjust to final cost.
16	16	ASI #20 Outlet Boxes & Data Cable @ Truck Bay	2,055	A	-	-	2,055	\$ 2,573,445	
46	16	PR 9 Telephone Outlet Rm 232	-	A	-	-	-	\$ 2,573,445	Cost less than \$600
47	9	PR 10 Athletic Floor Room 232	6,604	A	-	-	6,604	\$ 2,580,049	Specified floor with (2) colors is \$6,703.00. Cost is for Johnsonite (1) color.
48	16	PR 11 Sleeping Room Fixture	-	A	-	-	-	\$ 2,580,049	Cost accepted with ASI 16 on previous budget status log.
49	15	PR 12 Remove Unit Heater	-	A	-	-	-	\$ 2,580,049	Unit could not be returned and will be given to the City to use elsewhere. Labor cost credit is negligible (less than \$300).
50	5	PR 13 Brass Slide Pole Sleeves	-	A	-	-	-	\$ 2,580,049	Cost accepted in previous BSL for PR#2
51	16	PR 14 Move Card Reader	-	A	-	-	-	\$ 2,580,049	Cost less than \$200.
52	16	PR 15 Reading Lamp Fixture	-	R	-	-	-	\$ 2,580,049	This fixture will not be used. The fixture is Black Paddle Foot direct wired from PR 11.
53	9	PR 16 Paint Garage Doors	3,754	P	-	3,754	-	\$ 2,580,049	Paint (7) apparatus bay doors.
54	9	PR 17 Relocate H-2 to Clear Furniture	-	R	-	-	-	\$ 2,580,049	Furniture piece was deleted instead.
55	8	Add Glass Shower Doors	2,997	A	-	-	2,997	\$ 2,583,046	Choose from swinging doors with sidelites or bipass doors.
56	16	Generator Transfer Switch	9,512	R	9,512	-	-	\$ 2,583,046	
57	4	Upgrade Stucco Insulation	4,704	A	-	-	4,704	\$ 2,587,750	The rigid foam insulation beneath the stucco was changed to get an R-Value of R-13.
58	13	Relocate Sprinkler Drops to Accommodate New Ceiling	2,177	A	-	-	2,177	\$ 2,589,927	
59	4	Dumpster Enclosure	12,837	R	12,837	-	-	\$ 2,589,927	
60	2	Roof Drain Piping	9,950	A	-	-	9,950	\$ 2,599,877	Underground piping at east and west sides tied to the storm sewer.
61	4	PR 20 Brick Vaneer at Front Façade	3,898	A	-	-	3,898	\$ 2,603,775	
62	15	PR 18 Additional cord reels, compressed air reels and 220V power	3,790	A	-	-	3,790	\$ 2,607,565	



**AMENDMENT 14 BUDGET STATUS LOG**

 Starting Budget = \$2,547,018  
 Revised Budget = \$2,607,565

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 2,547,018	Total from Amendment 12
63	16	PR 19 Notification System J-Box at Rm 232	-	A	-	-	-	\$ 2,607,565	Cost is less than \$300.
Revised Budget			\$ 86,649		22,348	3,754	60,547	\$ 2,607,565	



**AMENDMENT # 15**

Budget Status Log Approval  
Public Safety Facilities - PD Building  
Grand Junction, CO

April 18, 2012



**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 15 is prepared pursuant to the attached Budget Status Log prepared by Shaw Construction LLC dated 4/18/2012 and builds upon Amendment #13. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. **All items not shown below or on the attached Budget Status log remain as currently contracted pursuant to the GMP (Amendment # 6) and Amendment #13.** The following documents are included in this Amendment:
  - a. "For Construction" drawings dated 7/26/11.
  - b. Specifications, Volume 1 - Divisions 1-14 & Volume 2 - Divisions 21-33 dated 7/26/11.
  - c. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
  - d. ASI 40.
  - e. PR's 26REV1, 43, 44, 46REV1, 47, 48REV1, 49-50, 52, 54 option 3, 55-56, and 59.
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.
3. **Schedule Extension:** The revised occupancy date is July, 13, 2012. Shaw will incur additional general conditions costs for this schedule extension. General Condition's costs for the extension are not included in this amendment and will be presented and added at a later date.

**Exclusions**

1. Patterned and colored concrete shown in Addendum 7 or PR 62 at the plaza per the architectural site plan is not included. This will be priced with PR 62.
2. The revisions to site work, fence and gates, masonry walls, and security/access control per the revised site plan released with PR 62 are not included.
3. RFI responses not yet priced or shown on the Budget Status Log.
4. Costs associated with PR 53 to bring the dispatch area to NFPA 1221 fire rating standards are not included in this amendment. Shaw has been authorized to proceed with this work on a Time and Material basis and will reconcile all costs at a later date.
5. Security and access control for the new west side parking lot.



6. Sales and Use Tax
  7. Davis Bacon Wages
  8. Testing or special inspections or special inspector of any kind.
  9. Utility company fees, impact development costs or fees, or permits of any kind.
- 

#### **SITEWORK**

The site work includes the following additional scope:

1. Pull boxes and conduit for the Xcel street lights on 5<sup>th</sup> street and the City fiber optic conduit on 6<sup>th</sup> street per PR 44.
  2. Removal of unsuitable soils to the East of FS1 and North of the Police Building in accordance Huddleston Berry's recommendations.
- 

#### **DOORS & HARDWARE**

The door & hardware work includes the following additional scope:

1. The card readers integrated with the door hardware listed on the hardware schedule have been deleted. The card readers are now per the electrical drawings and include wall mounted card swipes.
  2. Added access control locations per PR 48REV1.
  3. Door and hardware change associated with PR 46REV1 to change storage room 1023 to an office.
  4. Wood doors acoustically rated at STC 45 added to openings 1006, 1006A, 1007, 1007A, 2045 and 2046.
  5. RF shielding door added to Computer Forensics 2042A.
- 

#### **WINDOWS**

The window work includes the following additional scope:

1. The windows in Property / Evidence will receive additional security to include sheet metal, steel bars and security glazing on (3) windows per option 3 of PR 54.
- 

#### **FRAMING & DRYWALL**

The framing and drywall work includes the following additional scope:

1. Relocate center wall to create a new office at Storage 1023 per PR 46 REV1.
  2. Ceiling at sound 2078A upgraded acoustically with additional RC channel and insulation per PR 59.
- 

### FLOORING

The flooring work includes the following additional scope:

1. Change flooring in rooms 1006 and 1007 from Terrazzo to carpet.
  2. Tile base added to solid surface showers.
- 

### ELECTRICAL

The electrical work includes the following additional scope:

1. Revised data and power requirements to change storage 1023 to an office per PR 46REV1.
  2. Change from card reader to dual credential access control at (10) locations per PR 48REV1.
  3. Panic button added at Fingerprint 1012, cameras relocated at Processing 1013 and Bulk Booking 1043, and camera added to Drug Storage 2038A per PR 50.
- 

### GENERAL EXCLUSIONS

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

### OTHER ASSUMPTIONS

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.





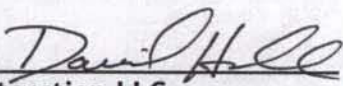
Public Safety Facilities - PD Building

4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

Total Amount of Amendment # 15 - GMP Amount	\$19,477,099
Less Amendment # 13	\$19,285,372
Total Amount Amendment # 15 added to the prime contract	<u>\$191,727</u>

Signed by:   
City of Grand Junction

Dated 4/29/12

Signed by:   
Shaw Construction LLC

Dated 4-19-12



**CONTRACT AMENDMENT 15 BUDGET STATUS LOG**

Starting Budget = \$19,285,372

Revised Budget = \$19,477,099

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,285,372	Starting Budget from Amendment 13
33	2	Civil Drawings (Revision 8 to replace PR 44)	-	P	-	-	-	\$ 19,285,372	Pending pricing of civil revision #8.
91	16	PR 26REV 4 Interview Room Cameras	-	A	-	-	-	\$ 19,285,372	No additional cost from B&B for REV 4
116	2	Revised Site Plan	-	P	-	-	-	\$ 19,285,372	Pending release and pricing of new site plan.
117	2	Gate w/ Operator West Side	-	A	-	-	-	\$ 19,285,372	To be priced with item 116 site plan.
118	2	PR 43 Trash Receptacle Change	-	A	-	-	-	\$ 19,285,372	No cost. Site furnishings pending revised site plan.
119	2	PR 44 Updated Civil Sheets	15,543	A	-	-	15,543	\$ 19,300,915	boxes for the Excel street lights on 5th street and the City fiber optic conduit on 6th street. Remaining Civil work will be re-priced with the new REV 8 Civil plan.
120	9	PR 45 Change Ceiling Tile	21,853	R	21,853	-	-	\$ 19,300,915	Since the spec'd tile could not be returned, this was rejected due to the cost. Blythe and Shaw worked out a field fix instead.
121	9	PR 46REV1 Storage 1023 to Office	7,243	A	-	-	7,243	\$ 19,308,158	Costs for framing, drywall, power & data, and changed light fixture. No added cost for the door change or moving T-Stat.
122	9	PR 47 Change Flooring Soft Interview 1006/1007	(1,814)	A	-	-	(1,814)	\$ 19,306,344	Change from terrazzo to carpet.
123	8	PR 48 REV1 Access Control System	40,436	A	-	-	40,436	\$ 19,346,780	Includes deduct from door supplier for double up where componenets were shown both in electric and arch plans. Sierra's head end equipment was upsized to accommodate the added access control. The equip. break out is approx. \$17.5k. It takes the system capacity from 64 doors to 128 doors leaving 50 in spare capacity.
124	10	PR 49 Change Shelving at Evidence Refrigerator	-	A	-	-	-	\$ 19,346,780	No cost to change to 3 shelves.
125	16	PR 50 Security Changes	7,785	A	-	-	7,785	\$ 19,354,565	Add panic button at Fingerprint 1012, relocate cameras Processing 1013 and Bulk Booking 1043, add camera Drug Storage 2038A.
126	16	PR 51 A/V Changes	-	P	-	-	-	\$ 19,354,565	Revision issued 3/22/12. Pricing pending.
127	16	PR 52 Relocate Horn / Strobe Lobby & Dispatch	-	A	-	-	-	\$ 19,354,565	No cost.



**CONTRACT AMENDMENT 15 BUDGET STATUS LOG**

Starting Budget = \$19,285,372

Revised Budget = \$19,477,099

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,285,372	Starting Budget from Amendment 13
128	9	PR 53 Fire Ratings	121,077	P	-	121,077	-	\$ 19,354,565	Estimate only. Pending final t&m costs.
129	8	PR 54 Evidence Security Windows Option 1	27,119	R	27,119	-	-	\$ 19,354,565	Security glazing at visio lites and sheet metal and spandrel units.
130	8	PR 54 Evidence Security Windows Option 2	5,159	R	5,159	-	-	\$ 19,354,565	Delete light louvers, add steel bars at visio lites, add sheet metal at spandrel units.
131	8	PR 54 Evidence Security Windows Option 3	12,061	A	-	-	12,061	\$ 19,366,627	Security glazing at (3) type 9 windows. Steel bars at remaining vision lites. Delete light louvers and add sheet metal at spandrel units.
132	16	PR 55 Add Data Outlet Electric Room 1098	1,535	A	-	-	1,535	\$ 19,368,161	
133	16	PR 56 Add Data Line to Chiller	1,729	A	-	-	1,729	\$ 19,369,890	
134	10	PR 57 Long Gun Storage	-	P	-	-	-	\$ 19,369,890	Pending pricing.
135	16	PR 58 GFI Breakers for COPS	15,829	A	-	-	15,829	\$ 19,385,719	The GFI breakkrs were suggested by the building department.
136	9	PR 59 Acoustic Upgrade to Ceiling of Sound 2078A	1,771	A	-	-	1,771	\$ 19,387,490	Add framing, sound insulation, resilient channels.
137	2	Unsuitable Soils to Date	58,125	A	-	-	58,125	\$ 19,445,616	Includes removal of unsuitable soils to depths recommended by Huddleston Berry. Mirafi fabnc and backfill with pit run. Locations on the east of FS1 and north of the PD.
138	9	RFI #157 Tile Added to Areas Outside of Restrooms	10,438	P	-	10,438	-	\$ 19,445,616	
139	9	RFI #78 Tile Base Added at SS Showers	2,068	A	-	-	2,068	\$ 19,447,684	
140	9	PR 63 Change Corridors to Tile	75,366	R	75,366	-	-	\$ 19,447,684	
141	8	STC Rated Doors at Interview Rooms	7,485	A	-	-	7,485	\$ 19,455,169	Includes doors 1006, 1006A, 1007, 1007A, 2045 and 2046.
142	9	RF Sheilding Paint, Door & Curtain	21,930	A	-	-	21,930	\$ 19,477,099	
Revised Budget			\$ 452,739		129,497	131,515	191,727	\$ 19,477,099	



**AMENDMENT # 16**

**Public Safety Facilities - Fire Station # 1  
Grand Junction, CO**

**April 26, 2012**



**OVERVIEW**

The Public Safety Facilities - Fire Station # 1 is a renovation of an existing building located at 620 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire station facility (13,862 SF) on a previously developed site. Work includes all demolition and reconstruction of this new fire station per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 16 is prepared pursuant to the attached Budget Status Log prepared by Shaw Construction LLC dated 4/26/2012 and builds upon Amendment #14. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. **All items not shown below or on the attached Budget Status log remain as currently contracted pursuant to the Amendment # 14.**

The following documents are included in this Amendment:

- a. Construction Documents by Blythe Group + CO. dated 10/3/11.
  - b. PR's 16 and 22.
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

**SCHEDULE / BUILDING TURNOVER**

1. The scheduled building turn over to owner is April 27, 2012. Per conversations with the local building authority, the building may not receive the Certificate of Occupancy (CO) on this date since the building's generator will not be installed at this time. Further negotiations and release of the potential CO date is pending.
2. Final power connections for the Fire Station will be completed at a date to be determined when work on the Fire Administration building has commenced.

**Exclusions**

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.
5. Items noted as rejected on the attached budget status log.

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**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
  2. General Conditions are included in the previous GMP lump sum amount.
  3. Compliance with LEED certification is not included in the scope of work.
  4. Commissioning - the work of a Commissioning agent is excluded.
- 
- 

**Steel**

The steel work includes the following additional scope:

1. Add (2) roof ladders connecting roof elevations.
- 
- 

**FLOORING**

The flooring work includes the following additional scope:

1. The flooring in the first floor bathrooms changed to tile per PR 22.
- 
- 

**PAINTING**

The specialties work includes the following additional scope:

1. The exterior of apparatus bay doors are to be painted per PR 16.
- 
- 

**SPECIALTIES**

The Specialties work includes the following additional scope:

1. Add (6) bunker storage lockers to be installed in the Storage room on the 2<sup>nd</sup> floor.
- 
- 

**PLUMBING**

The Plumbing work includes the following additional scope:



1. Add a backflow preventer for the truck fill.
- 

**ELECTRICAL**

The Electrical work includes the following additional scope:

1. Add a 30 Amp circuit to the IT room.
- 

**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

Total Amount of Amendment # 16	\$2,622,573
Less Amendment # 14	\$2,607,565
Net Amount added to the GMP, Fire Station # 1 Building per this amendment	<u>\$15,008</u>





Public Safety Facilities - Fire Station # 1

Signed by: [Signature]  
City of Grand Junction

Dated 4-26-12

Signed by: [Signature]  
Shaw Construction LLC

Dated 4-26-12

**AMENDMENT 16 BUDGET STATUS LOG**

Starting Budget = \$2,607,565

Revised Budget = \$2,622,573

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 2,607,565	Total from Amendment 14
53	9	PR 16 Paint Garage Doors	3,754	A	-	-	3,754	\$ 2,611,319	Paint (7) apparatus bay doors.
64	9	PR 22 Tile at 1st Floor Baths	1,666	A	-	-	1,666	\$ 2,612,984	
65	6	Backfill Preventer for Truck Fill	1,128	A	-	-	1,128	\$ 2,614,112	
66	5	Roof Ladders	5,083	A	-	-	5,083	\$ 2,619,196	
67	10	Change Public Entry Sign to Address	1,230	R	1,230	-	-	\$ 2,619,196	
68	10	Add (6) Bunker Storage Lockers	3,377	A	-	-	3,377	\$ 2,622,573	\$2,312 is for the (6) lockers. \$833 is for offload, installation an trip charges.
69	16	Add 30 Amp Circuit to IT Room	-	A	-	-	-	\$ 2,622,573	Sub cost is \$432.
70			-	P	-	-	-	\$ 2,622,573	
71			-	P	-	-	-	\$ 2,622,573	
72			-	P	-	-	-	\$ 2,622,573	
73			-	P	-	-	-	\$ 2,622,573	
74			-	P	-	-	-	\$ 2,622,573	
75			-	P	-	-	-	\$ 2,622,573	
76			-	P	-	-	-	\$ 2,622,573	
77			-	P	-	-	-	\$ 2,622,573	
78			-	P	-	-	-	\$ 2,622,573	
79			-	P	-	-	-	\$ 2,622,573	
80			-	P	-	-	-	\$ 2,622,573	
81			-	P	-	-	-	\$ 2,622,573	
82			-	P	-	-	-	\$ 2,622,573	
83			-	P	-	-	-	\$ 2,622,573	
84			-	P	-	-	-	\$ 2,622,573	
85			-	P	-	-	-	\$ 2,622,573	
	Revised Budget		\$ 16,237		-	-	15,008	\$ 2,622,573	





**AMENDMENT # 17**

Budget Status Log Approval  
Public Safety Facilities - PD Building  
Grand Junction, CO

May 23, 2012



**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 17 is prepared pursuant to the attached Budget Status Log (BSL) prepared by Shaw Construction LLC dated 6/4/2012 and builds upon Amendment #15. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. **All items not shown below or on the attached Budget Status Log remain as currently contracted pursuant to the GMP (Amendment # 6) and Amendment #15.** The following documents are included in this Amendment:
  - a. "For Construction" drawings dated 7/26/11.
  - b. Specifications, Volume 1 - Divisions 1-14 & Volume 2 - Divisions 21-33 dated 7/26/11.
  - c. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
  - d. RFI 167.
  - e. PR's 51, 53, 57, 60, 61, 62, and 65 - 68.
  - f. ASI 62.
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.
3. **Schedule Extension:** The revised occupancy date is July, 13, 2012. Added general conditions for this extension is included in this amendment (see item 149 on the BSL).

**Exclusions**

1. RFI responses not yet priced or shown on the Budget Status Log.
2. Security and access control for the gate at the west side parking lot.
3. Unsuitable soil removal for the north side of 6<sup>th</sup> street and the 7<sup>th</sup> street parking lots.
4. Acoustical wall panels per PR 65.
5. Sales and Use Tax.
6. Davis Bacon Wages.
7. Testing or special inspections or special inspector of any kind.
8. Utility company fees, impact development costs or fees, or permits of any kind.

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**SITEWORK**

The site work includes the following additional scope:

1. Excavation for the new site wall connecting to the future Fire Administration building.
  2. Roof drain piping added to the Fire Administration building in the revised civil drawings for PR 62.
  3. Unsuitable soil removal and stabilization at the west of Fire Station 1, alley to the north of Fire Station 1, west of the Police Building, and the south side of 6<sup>th</sup> street.
- 
- 

**Concrete**

The concrete work includes the following additional scope:

1. In lieu of the staining plan shown in PR 62, this plan includes a single color of (2) lb integrally colored concrete mix for the patterned walks shown to the north of the Fire Administration area and north of the Police building. Also included is (1) separate color for exposed aggregate at the curved sections adjoining the Police entrance, tooling curved lines shown, and saw cutting the Maltese cross pattern at the Fire Administration building.
  2. Concrete footings added for the site wall connecting to the Fire Administration building.
- 
- 

**Masonry**

The masonry work includes the following additional scope:

1. Masonry site wall changes per PR 62 and further clarified in ASI 62. Excludes the high and low wall shown in PR 62 between the Fire Administration building and Fire Station 1.
- 
- 

**FRAMING & DRYWALL**

The framing and drywall work includes the following additional scope:

1. Framing and drywall required to meet NFPA standard per PR 53.
- 
- 
-



**ELECTRICAL**

The electrical work includes the following additional scope:

1. A/V changes to rooms 1068 and 2078 per PR 51.
  2. Data outlet added at investigations per PR 60.
- 

**GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

Total Amount of Amendment # 17 - GMP Amount	\$19,779,960
Less Amendment # 15	\$19,477,099
Total Amount Amendment # 17 added to the prime contract	<u>\$302,861</u>



Public Safety Facilities - PD Building

Signed by:  \_\_\_\_\_  
City of Grand Junction

Dated 6/5/12 \_\_\_\_\_

Signed by:  \_\_\_\_\_  
Shaw Construction LLC

Dated 6-7-12 \_\_\_\_\_



**CONTRACT AMENDMENT 17 BUDGET STATUS LOG**

 Starting Budget = \$19,477,099  
 Revised Budget = \$19,779,960

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,477,099	Starting Budget from Amendment 15
116	2	Revised Site Plan (PR 62 & PR 62 REV 1)	94,977	A	-	-	94,977	\$ 19,572,076	Costs for masonry walls, fence and gates, site concrete and site electrical.
126	16	PR 51 A/V Changes	4,070	A	-	-	4,070	\$ 19,576,146	Includes A/V revisions to Break Room 1068 and PIO 2078 and costs for
128	9	PR 53 Fire Ratings	88,892	A	-	-	88,892	\$ 19,665,038	Includes costs for framing & drywall and fire caulking. Costs reflect work bought out prior to MEP trades.
134	10	PR 57 Long Gun Storage	-	A	-	-	-	\$ 19,665,038	Price is less than \$500.
143	16	PR 60 Add Data Investigations	1,444	A	-	-	1,444	\$ 19,666,482	Data outlet on west wall for owner furnished plotter.
144	8	PR 61 Door 2043 Hardware Change	-	A	-	-	-	\$ 19,666,482	Credit received for \$335.
145	9	PR 65 Acoustic Wall Panels Hard Interview	6,640	R	6,640	-	-	\$ 19,666,482	Recommended early by the Acoustical consultant and not accepted on a previous BSL.
146	10	PR 66 Locker Numbers (Signage)	-	A	-	-	-	\$ 19,666,482	Price for (41) numbers is \$82.
147	16	PR 67 Power Pole in Dispatch 2028	1,007	A	-	-	1,007	\$ 19,667,489	Added pole for future owner provided cabling for (6) disoatch work stations.
148	6	PR 68 Delete CPU Holders & Keyboard Trays	-	A	-	-	-	\$ 19,667,489	Credit received for -\$425.
149	1	General Conditions on Schedule Extension	59,949	A	-	-	59,949	\$ 19,727,438	Schedule extension required to due changes in security, access control, and fire ratings.
150	2	Unsuitable Soils FS1 West, PD West, 6th Street South, and FS1 Alley	40,708	A	-	-	40,708	\$ 19,768,145	North street excluded as the work is not complete. Budget for North 6th is \$14,047.00.
151	15	RFI 167 Processing Bay Exhaust Fan Change	6,969	R	6,969	-	-	\$ 19,768,145	
152	2	Integral Color & Exposed Aggregate North Side	11,814	A	-	-	11,814	\$ 19,779,960	Includes integral color at public areas north of FS1 and PD, exposed lt. gray colored concrete at the PD entry and saw cut maltese cross pattern.
	Revised Budget		\$ 316,470		13,609	-	302,861	\$ 19,779,960	



**AMENDMENT # 18**

Budget Status Log Approval  
Public Safety Facilities - PD Building  
Grand Junction, CO

July 27, 2012



**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

8/1/12

1. Amendment # 18 is prepared pursuant to the attached Budget Status Log (BSL) prepared by Shaw Construction LLC dated ~~7/27/2012~~ and builds upon the previous Amendments. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. All items not shown below or on the attached Budget Status Log remain as currently contracted pursuant to the GMP (Amendment # 6) and Amendment #17. The following documents are included in this Amendment:
  - a. "For Construction" drawings dated 7/26/11.
  - b. Specifications, Volume 1 - Divisions 1-14 & Volume 2 - Divisions 21-33 dated 7/26/11.
  - c. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
  - d. RFI's 152, 182, 185, 193 and 203.
  - e. PR's 71 - 80.
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.

**Exclusions**

1. RFI responses not yet priced or shown on the Budget Status Log.
2. Security and access control for the gate at the west side parking lot.
3. Unsuitable soils removal for 7<sup>th</sup> street parking lots.
4. PR's 69, 70 - 73 and 79 were rejected and are excluded from this amendment.
5. Sales and Use Tax.
6. Davis Bacon Wages.
7. Testing or special inspections or special inspector of any kind.
8. Utility company fees, impact development costs or fees, or permits of any kind.



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**SITEWORK**

The site work includes the following additional scope:

1. Circuits added for the traffic and pedestrian lights at 6<sup>th</sup> and Ute Ave per Owner field direction.
  2. A temporary parking lot constructed at Ute and 7<sup>th</sup> streets including grading, placement of asphalt millings and magnesium chloride coating.
- 
- 

**CONCRETE**

The concrete work includes the following additional scope:

1. A trench drain has been added per the Civil drawings between the Fire Administration and Fire Station 1 buildings.
- 
- 

**WATERPROOFING**

1. Waterproofing added to (2) locations shown in Field Report 19 at locations between stone masonry.
- 
- 

**GLAZING**

The glazing work includes the following additional scope:

1. Interior glazing at dispatch changed to GL1 vision glass per PR 75.
- 
- 

**ACOUSTIC CEILINGS**

The acoustic ceiling work includes the following additional scope:

1. The ceiling cloud at Cold Case 2051 to be replaced with a solid acoustic ceiling.
- 
-



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### SPECIALTIES

The specialties work includes the following additional scope:

1. Quantities of chalk rail, map rail and marker boards changed per e-mail and spreadsheet from Peter Icenogle dated 5/25/12.
- 
- 

### FLOORING

The flooring work includes the following additional scope:

1. Interview rooms 2045 and 2046 to receive carpet with materials used from attic stock over the sheet vinyl already installed.
  2. The refrigerators at break room 2036 have been eliminated.
- 
- 

### FURNISHINGS

The furnishings work includes the following additional scope:

1. Roller shades added at Admin 2006 and Dispatch 2022 and 2028 per PR 74.
- 
- 

### PLUMBING & HVAC

The Plumbing and HVAC work includes the following additional scope:

1. Locker exhaust added per PR 77.
  2. Transfer grilles added to Cold Case 2051 per PR 79 option 1.
  3. Acid neutralization tank added per PR 80.
  4. (8) exterior door leafs to receive "control" function tied into the security system.
- 
- 

### ELECTRICAL

The electrical work includes the following additional scope:

1. Duct detector added to VAV-96 per RFI 152.
2. Electrical work required for the added damper per RFI 182.
3. Power and or data added to furniture per RFI's 185, 193 and 203.



4. Emergency lighting added to 2018 and 2019 per PR 76.
- 

**GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

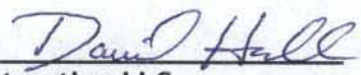
Total Amount of Amendment # 18 - GMP Amount \$19,855,160

Less Amendment # 17 \$19,779,960

Total Amount Amendment # 18 added to the prime contract \$75,200

Signed by:   
City of Grand Junction

Dated 8-2-12

Signed by:   
Shaw Construction LLC

Dated 7-27-12



**CONTRACT AMENDMENT 18 BUDGET STATUS LOG**

Starting Budget = \$19,779,960

Revised Budget = \$19,855,160

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,779,960	Starting Budget from Amendment 17
153	16	PR 69 Added Light Pole	6,688	R	6,688	-	-	\$ 19,779,960	A wall light can be placed on Fire Admin for around \$1,000. This would need to be on the FA drawings and contract.
154	4	PR 70 Masonry Piers at Entrance	4,619	R	4,619	-	-	\$ 19,779,960	Price to replace decorative fence with Masonry at the entrance.
155	2	PR 71 Landscape Changes	7,163	R	7,163	-	-	\$ 19,779,960	Cost is for weed fabric which was rejected at prior OAC meeting. The trees per PR 71 were \$554.98 and will be included.
156	9	PR 72 Carpet at Interview 2045 & 2046	-	A	-	-	-	\$ 19,779,960	Subcontractor will use attic stock material. Install will be less than \$1,000.
157	9	PR 72 Acoustic Panels at 1006, 1007, 2045 & 2046	7,587	R	7,587	-	-	\$ 19,779,960	These panels were previously rejected at the OAC. City to assess for possible install later.
158	12	PR 73 Wall Cap Option A Solid Surface	5,359	R	5,359	-	-	\$ 19,779,960	Solid surface sill with apron on both sides of widows at Report Writing.
159	12	PR 73 Wall Cap Option B Maple Sill	5,563	R	5,563	-	-	\$ 19,779,960	Stained and finished Maple for curved wall at Report Writing.
160	12	PR 74 Added Roller Shades	5,064	A	-	-	5,064	\$ 19,785,024	Includes manual shades at Admin 2006 and battery powered shades at Dispatch 2022 and 2028.
161	8	PR 75 Change Interior Glass at Dispatch	835	A	-	-	835	\$ 19,785,860	Change interior glazing to GL1 vision glass.
162	9	Revised chalk rail, map rail and marker board paint quantities	(1,870)	A	-	-	(1,870)	\$ 19,783,990	Quantities revised per e-mail from Jim Finlayson and subsequent spreadsheet from Blythe.
163	16	RFI 182 Electric for Motorized Damper Comm 1096	1,681	A	-	-	1,681	\$ 19,785,671	Work complete. Added damper required per RFI 182 response for the supply duct off of CRAC 5 since the clean agent was deleted at the Comm Room. Falcon plumbing added the damper at no cost. Cost for B&B only to add power and connection to fire alarm.
164	16	Circuits for Traffic and Pedestrian Lights at 6th	2,039	A	-	-	2,039	\$ 19,787,710	Shaw was authorized previously for this work. Using an existing site lighting conduit, B&B provided power to a City junction box for the traffic light and ped light at 6th .



**CONTRACT AMENDMENT 18 BUDGET STATUS LOG**

Starting Budget = \$19,779,960

Revised Budget = \$19,855,160

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,779,960	Starting Budget from Amendment 17
165	2	Temp Parking Lot East of 7th	10,440	A	-	-	10,440	\$ 19,798,150	Includes grading, minor site demo and hauling and placement of asphalt millings.
166	1	Credit Temp Office from GC Extension	(1,136)	A	-	-	(1,136)	\$ 19,797,014	Credit temp electric and office costs since the Fire Station bay was used as the office.
167	7	Need Added Flashing per Field Report 19	1,600	A	-	-	1,600	\$ 19,798,614	This is for two troughs at the roof between stone caps which need flashing or waterproofing. Roofer proposes tapered insulation with plywood and waterproofing to properly cover the areas.
168	16	RFI 152 Duct Detector	1,596	A	-	-	1,596	\$ 19,800,210	Per the response to RFI #152 from Bighorn Engineering, a duct detector was added to VAV-96.
169	16	RFI 185 Furniture Feed Power	2,605	A	-	-	2,605	\$ 19,802,815	Add per RFI 182 response. This work has not started.
170	3	Furnish & Install Trench Drain Between FS1 & FA	7,836	A	-	-	7,836	\$ 19,810,650	Trench drain shown on Civil utility drawings.
171	16	PR 76 Emergency Lights at Data Center 2018 & Radio Room 2019	1,655	A	-	-	1,655	\$ 19,812,305	Includes (2) battery backup emergency lights in Data Center 2018 and (1) in Radio Room 2019.
172	15	PR 77 Added Locker Exhaust	1,381	A	-	-	1,381	\$ 19,813,686	Includes drilling within lockers to limit to one drop per Bighorn Engineering (7/3/12 Observation Report Item #2.)
173	8	PR 78 Holding Area Thumb Turn Hardware	-	A	-	-	-	\$ 19,813,686	Sub price is \$234. Change doors 1061, 1063 and 1064 from keyed deadbolt to thumb turn.
174	9	PR 79 Draft in Major / Cold Case 2051 Option 1	4,906	A	-	-	4,906	\$ 19,818,593	Price to replace the ceiling clouds with a full ceiling and adding (4) transfer air grilles. Included are estimates to remove and re-install light fixtures and paint touch up.
175	15	PR 79 Draft in Major / Cold Case 2051 Option 2	22,376	R	22,376	-	-	\$ 19,818,593	This option is to change the routing of the return duct opening to be from 2047 and corridor 2043.
176	15	PR 80 Acid Neutralization Tank for Fume Hood	2,360	A	-	-	2,360	\$ 19,820,953	



**CONTRACT AMENDMENT 18 BUDGET STATUS LOG**

Starting Budget = \$19,779,960

Revised Budget = \$19,855,160

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,779,960	Starting Budget from Amendment 17
177	16	RFI 193 Power & Data for Furniture Feeds at 1088, 1009, 2047 and 2077	10,788	A	-	-	10,788	\$ 19,831,741	Power and Data for furniture feeds.
178	16	RFI 203 Data for Report Writing Stations	13,393	A	-	-	13,393	\$ 19,845,134	2" conduit ran from the cable tray into the column on room 1067 and for a total of 24 Cat6A for (6) report writing stations.
179	16	Add Access Control to (8) doors previously only designed as monitored.	12,410	A	-	-	12,410	\$ 19,857,544	
180	16	Request for Exit Door Hardware / Security Issue	-	P	-	-	-	\$ 19,857,544	
181	11	Deduct for Refrigerators at Dispatch	(2,385)	A	-	-	(2,385)	\$ 19,855,160	
182	10	RF Room Pending Electrical Changes	-	P	-	-	-	\$ 19,855,160	Request authorization to proceed on a T&M basis.
		Revised Budget	\$ 134,552		59,353	-	75,200	\$ 19,855,160	



**AMENDMENT # 19**

Budget Status Log Approval  
Public Safety Facilities - PD Building  
Grand Junction, CO

November 2, 2012



**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 19 is prepared pursuant to the attached Budget Status Log (BSL) prepared by Shaw Construction LLC dated 10/16/2012 and builds upon the previous Amendments. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. **All items not shown below or on the attached Budget Status Log remain as currently contracted pursuant to the GMP (Amendment # 6) and Amendment #18.** The following documents are included in this Amendment:
  - a. "For Construction" drawings dated 7/26/11.
  - b. Specifications, Volume 1 - Divisions 1-14 & Volume 2 - Divisions 21-33 dated 7/26/11.
  - c. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
  - d. PR 81.
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.

**Exclusions**

1. RFI responses not yet priced or shown on the Budget Status Log.
2. Sales and Use Tax.
3. Davis Bacon Wages.
4. Testing or special inspections or special inspector of any kind.
5. Utility company fees, impact development costs or fees, or permits of any kind.

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**SITEWORK**

The site work includes the following additional scope:

1. Small area of soft soils removed when the lot behind FS#1 was being prepped. The soil was stabilized with geotextile fabric and backfilled with pit run per HB's recommendations.



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**GLAZING**

The glazing work includes the following additional scope:

1. Reglaze (28) total units in the lower portion of frame 9 on the North side of the building with security glazing.
- 

**SPECIALTIES**

The specialty work includes the following additional scope:

1. T&M work through 9/14/12 on the RF room to remove feeds and run everything through the EMI filter. Also includes material cost for the filter.
- 

**FURNISHINGS**

The furnishings work includes the following additional scope:

1. Roller shades added to window type 9 on the north side. Includes (14) total added shades.
  2. Add battery powered shades to upper window in dispatch.
- 

**PLUMBING & HVAC**

The Plumbing and HVAC work includes the following additional scope:

1. PR #81 - Replace the VFD's with combination motor starters. Additionally, add spare parts per the PR.
  2. Provide and install sound boots in rooms 1006, 1007, 2045, 2073 and 2051 per owner direction.
- 

**GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation



2. Excavation, removal or enhancement of unsuitable soils,
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

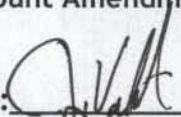
**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

Total Amount of Amendment # 19 - GMP Amount (Police Building Only)      \$19,903,147

Less Amendment # 18      \$19,855,160

Total Amount Amendment # 19 added to the prime contract      \$47,987

Signed by:   
City of Grand Junction

Dated 11/2/12

Signed by:   
Shaw Construction LLC

Dated 11/2/12





**Public Safety Facilities - POLICE BUILDING**  
City of Grand Junction

Date: 11/02/12

**CONTRACT AMENDMENT 19 BUDGET STATUS LOG**

Starting Budget = \$19,855,160

Revised Budget = \$19,903,147

ITEM NO.	DIV.	DESCRIPTION	VALUE	R = Rejected	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
				P = Pending					
				A = Accepted					
Starting Budget								\$ 19,855,160	Starting Budget from Amendment 18
182	10	RF Room Pending Electrical Changes	5,059	A	-	-	5,059	\$19,860,219	T&M work thru 9/4/12 on the RF room to remove feeds and run everything thru the EMI filter. Also includes material cost for the filter.
183	15	PR 81 Blower Coils	6,572	A	-	-	6,572	\$ 19,866,791	Replace the VFD's with combination motor starters. Spare parts also provided per the PR.
184	15	Transfer Air Sound Boots	3,896	A	-	-	3,896	\$ 19,870,686	Provide and install sound boots in rooms 1006, 1007, 2045, 2073 and 2051 per owner direction
189	8	Security Glazing North Side	18,194	A	-	-	18,194	\$ 19,888,881	Reglaze (28) total units in the lower portion of frame 9 on the north side of the PD.
190	12	Added Roller Shades 1st Floor North	5,110	A	-	-	5,110	\$ 19,893,991	Shades added to window type 9 on the north side. Includes (14) total added shades.
191	12	Added Roller Shades Dispatch (Upper Windows)	3,655	A	-	-	3,655	\$ 19,897,647	Added battery powered shades to upper windows in dispatch.
193	2	Unsuitable Soils NW Corner 7th & Pitkin	5,500	A	-	-	5,500	\$ 19,903,147	Small area of soft soils removed when Shaw was prepping the lot behind FS1. Soil was stabilized with geotextile fabric and backfilled with pit run per HB's recommendations.
Revised Budget			\$ 47,987		-	-	47,987	\$ 19,903,147	





**AMENDMENT # 20**

Public Safety Facilities - Fire Station # 1  
Grand Junction, CO

September 24, 2012

**FIRE STATION #1**  
**FINAL AMENDMENT**



## Public Safety Facilities - Fire Station # 1

### OVERVIEW

The Public Safety Facilities - Fire Station # 1 is a renovation of an existing building located at 620 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire station facility (13,862 SF) on a previously developed site. Work includes all demolition and reconstruction of this new fire station per the contract documents.

The work is complete and a Final Statement of Account was issued which resulted in a savings to the owner and is summarized below:

### GENERAL INFORMATION

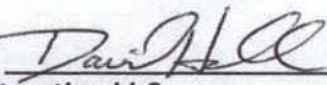
Amendment # 20 is prepared pursuant to Fire Station #1 - final change order and pay application. The purpose of the amendment is to incorporate the results of the Final Statement of Account into the overall GMP. The final statement of account resulted in a deductive amount of (\$169,811.15).

Total GMP amount of Fire Station # 1	\$2,622,573.00
<u>Net Amount DEDUCTED from the GMP (savings to owner)</u>	<u>(\$169,811.15)</u>
Final Fire Station # 1 Total Cost (GMP Amount)	\$2,452,761.85

Amendment # 20 - Reduce GMP by this amount (\$169,811.15)

Signed by:   
City of Grand Junction

Dated 10/1/12

Signed by:   
Shaw Construction LLC

Dated 9-28-12





## Pending Change Order No. 49

Fire Station # 1  
620 Pitkin Avenue  
Grand Junction, CO 81501

Project No: 10013-01  
Tel: 970-254-3119  
Fax: 970-254-3112

PCO No. 49 Project Savings to Owner

Date Sent:

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Robert Glover, Project Manager  
Shaw Construction LLC  
Tel: 970-242-9236  
Fax: 970-241-5618  
Email: robertg@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

**Cost Summary for Item : 1 Project Savings to Owner**

Phase	Description	Quantity	Unit Price	Amount
019600- -049	Contractor Contingency	1 LS	-169,811.15	-169,811.15
Net Total for Item 1:				\$-169,811.15

Description	Percentage	Amount
Subtotal:		\$0.00
Total Item #1:		\$-169,811.15
Time Extension:		NONE

**Grand Total PCO #49:** \$-169,811.15

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name Robert Glover, Project Manager

Name Jay Valentine,

# APPLICATION AND CERTIFICATE FOR PAYMENT

Shaw Invoice #: 3249

G702

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

Project: 10013-01 Fire Station # 1  
620 Pitkin Avenue  
Grand Junction, CO 81501

Application No.: 9  
Period From: 6/1/2012  
Period To: 7/31/2012

Distribution to:  
☐ Owner  
☐ Architect  
☐ Contractor

From Contractor: Shaw Construction LLC  
760 Horizon Drive  
Grand Junction, CO 81506

Via Architect: Blythe Group +  
618 Rood Avenue  
Grand Junction, CO 81501

Project No.: 10013-01  
Contract Date: 9/1/2011

Contract For: Burke Martin

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum .....	\$344,773.00
2. Net Change By Change Order .....	\$2,107,988.85
3. Contract Sum To Date (Line 1 + 2) .....	\$2,452,761.85
4. Total Completed and Stored To Date .....	\$2,452,761.85
(Column G on G703)	
5. Retainage:	
a. 0.00% of Completed Work .....	\$0.00
b. 0.00% of Stored Material .....	\$0.00
Total Retainage .....	\$0.00
(Total in Column I on G703)	
6. Total Earned Less Retainage .....	\$2,452,761.85
(Line 4 less Line 5 Total)	
7. Less Previous Certificates For Payments .....	\$2,295,025.42
(Line 6 from prior Certificate)	
8. Current Payment Due .....	\$157,736.43
9. Balance To Finish, Plus Retainage .....	\$0.00
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$2,277,800.00	\$0.00
Total Approved this Month	\$0.00	\$169,811.15
TOTALS	\$2,277,800.00	\$169,811.15
Net Changes By Change Order	\$2,107,988.85	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is provided.

CONTRACTOR: Shaw Construction LLC

By: David H. Hall Date: 8-9-12

State of: Colorado  
Subscribed and sworn to before me this 9<sup>th</sup>  
Notary Public: Heather D. Ellers  
My Commission expires: 1-16-2016

County of: Mesa  
day of: August, 2012



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 157,736.43

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



# CONTINUATION SHEET

Page 1 of 4

G703

Application and Certificate for Payment, containing Contractor's signed certification, is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9  
Application Date : 7/31/2012  
To : 7/31/2012

Invoice # : 3249

Contract : 10013-01 Fire Station # 1

Architect's Project No. : 10013-01

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored  (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% Complete  (G / C)	Balance To Finish  (C-G)	Retainage	
			From Previous Application (D+E)	This Period In Place						
	01 GENERAL CONDITIONS									
1000	General Conditions	275,283.00	275,283.00	0.00	0.00	275,283.00	100.00%	0.00	0.00	
	SUBTOTAL 01 GENERAL CONDITIONS	\$275,283.00	\$275,283.00	\$0.00	\$0.00	\$275,283.00	100.00%	\$0.00	\$0.00	
	02 SITE CONSTRUCTION									
2000	Building Demolition	93,622.00	93,622.00	0.00	0.00	93,622.00	100.00%	0.00	0.00	
2005	Site Survey	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
2010	Site Layout	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
2225	Site Demolition	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
2300	Earthwork	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
2320	Sitework	45,385.14	45,385.14	0.00	0.00	45,385.14	100.00%	0.00	0.00	
2455	Helical Piers	9,639.00	9,639.00	0.00	0.00	9,639.00	100.00%	0.00	0.00	
2456	Helical Piers	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
	SUBTOTAL 02 SITE CONSTRUCTION	\$148,646.14	\$148,646.14	\$0.00	\$0.00	\$148,646.14	100.00%	\$0.00	\$0.00	
	03 CONCRETE									
3300	Cast-in-Place Concrete	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
3310	Cast in Place Concrete	59,828.00	59,828.00	0.00	0.00	59,828.00	100.00%	0.00	0.00	
3350	Concrete Sealing	7,386.00	7,386.00	0.00	0.00	7,386.00	100.00%	0.00	0.00	
	SUBTOTAL 03 CONCRETE	\$67,214.00	\$67,214.00	\$0.00	\$0.00	\$67,214.00	100.00%	\$0.00	\$0.00	
	04 MASONRY									
4000	Masonry	70,770.86	70,770.86	0.00	0.00	70,770.86	100.00%	0.00	0.00	
	SUBTOTAL 04 MASONRY	\$70,770.86	\$70,770.86	\$0.00	\$0.00	\$70,770.86	100.00%	\$0.00	\$0.00	
	05 METALS									
5120	Structural Steel	63,863.51	63,863.51	0.00	0.00	63,863.51	100.00%	0.00	0.00	
5510	Miscellaneous Metals	89,239.26	89,239.26	0.00	0.00	89,239.26	100.00%	0.00	0.00	
5715	Metal Stairs	11,500.00	11,500.00	0.00	0.00	11,500.00	100.00%	0.00	0.00	
	SUBTOTAL 05 METALS	\$164,602.77	\$164,602.77	\$0.00	\$0.00	\$164,602.77	100.00%	\$0.00	\$0.00	
	06 WOOD & PLASTICS									

# CONTINUATION SHEET

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G703

Application and Certificate for Payment, containing Contractor's signed certification, is attached.  
In tabulations below, amounts are stated to the nearest dollar.  
Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 9  
Application Date : 7/31/2012  
To : 7/31/2012

Invoice # : 3249

Contract : 10013-01 Fire Station # 1

Architect's Project No. : 10013-01

A	E	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored  (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% Complete  (G / C)	Balance To Finish  (C-G)	Retainage	
			From Previous Application (D+E)	This Period In Place						
	06 WOOD & PLASTICS	- continued								
6000	Wood and Plastics	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
6100	Rough Carpentry	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
6105	Rough Carpentry	19,556.00	19,556.00	0.00	0.00	19,556.00	100.00%	0.00	0.00	
6110	Wood Framing	67,603.68	67,603.68	0.00	0.00	67,603.68	100.00%	0.00	0.00	
6112	Wood Framing	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
6160	Sheathing	48,053.00	48,053.00	0.00	0.00	48,053.00	100.00%	0.00	0.00	
6410	Cabinets	62,174.00	62,174.00	0.00	0.00	62,174.00	100.00%	0.00	0.00	
6415	Countertops	472.00	472.00	0.00	0.00	472.00	100.00%	0.00	0.00	
6435	Wood Stairs	5,625.00	5,625.00	0.00	0.00	5,625.00	100.00%	0.00	0.00	
	SUBTOTAL 06 WOOD & PLASTICS	\$203,483.68	\$203,483.68	\$0.00	\$0.00	\$203,483.68	100.00%	\$0.00	\$0.00	
	07 THERMAL & MOISTURE PROTECTION									
7000	Thermal & Moisture Protection	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
7410	Standing Seam Roofing	6,300.00	6,300.00	0.00	0.00	6,300.00	100.00%	0.00	0.00	
7540	TPO Roofing	93,240.00	93,240.00	0.00	0.00	93,240.00	100.00%	0.00	0.00	
7610	Sheet Metal Roofing	15,348.00	15,348.00	0.00	0.00	15,348.00	100.00%	0.00	0.00	
7620	Wall Flashing & Parapets	4,924.00	3,939.20	984.80	0.00	4,924.00	100.00%	0.00	0.00	
7720	Roof Accessories	32,868.00	32,868.00	0.00	0.00	32,868.00	100.00%	0.00	0.00	
	SUBTOTAL 07 THERMAL & MOISTURE PROTECTION	\$152,680.00	\$151,695.20	\$984.80	\$0.00	\$152,680.00	100.00%	\$0.00	\$0.00	
	08 DOORS & WINDOWS									
8000	Doors & Windows	85,473.59	84,618.85	854.74	0.00	85,473.59	100.00%	0.00	0.00	
8413	Stainless Steel Storefronts	41,570.00	41,570.00	0.00	0.00	41,570.00	100.00%	0.00	0.00	
	SUBTOTAL 08 DOORS & WINDOWS	\$127,043.59	\$126,188.85	\$854.74	\$0.00	\$127,043.59	100.00%	\$0.00	\$0.00	
	09 FINISHES									
9220	Stucco	48,419.00	48,419.00	0.00	0.00	48,419.00	100.00%	0.00	0.00	
9280	Gypsum Wall Board	95,497.00	95,497.00	0.00	0.00	95,497.00	100.00%	0.00	0.00	
9310	Ceramic Tile	17,822.00	17,822.00	0.00	0.00	17,822.00	100.00%	0.00	0.00	
9510	Acoustical Ceilings	13,125.00	13,125.00	0.00	0.00	13,125.00	100.00%	0.00	0.00	
9650	Resilient Flooring	39,036.29	39,036.29	0.00	0.00	39,036.29	100.00%	0.00	0.00	



# CONTINUATION SHEET

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G703

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Application No. : 9  
Application Date : 7/31/2012  
To : 7/31/2012

Invoice # : 3249

Contract : 10013-01 Fire Station # 1

Architect's Project No. : 10013-01

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % Complete  (G / C)	I Balance To Finish  (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
	<b>09 FINISHES</b>	- continued							
9680	Carpet	14,877.00	14,877.00	0.00	0.00	14,877.00	100.00%	0.00	0.00
9700	Athletic Floor	6,604.21	6,604.21	0.00	0.00	6,604.21	100.00%	0.00	0.00
9900	Painting	43,330.00	42,463.40	866.60	0.00	43,330.00	100.00%	0.00	0.00
9965	High Performance Coatings	2,629.00	2,629.00	0.00	0.00	2,629.00	100.00%	0.00	0.00
	<b>SUBTOTAL 09 FINISHES</b>	<b>\$281,339.50</b>	<b>\$280,472.90</b>	<b>\$866.60</b>	<b>\$0.00</b>	<b>\$281,339.50</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>10 SPECIALTIES</b>								
10260	Wall & Corner Guards	1,137.00	1,137.00	0.00	0.00	1,137.00	100.00%	0.00	0.00
10420	Plaques	550.00	550.00	0.00	0.00	550.00	100.00%	0.00	0.00
10430	Exterior Signage	8,234.93	8,234.93	0.00	0.00	8,234.93	100.00%	0.00	0.00
10440	Interior Signage	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00%	0.00	0.00
10500	Lockers	19,219.37	19,219.37	0.00	0.00	19,219.37	100.00%	0.00	0.00
10520	Fire Protection	5,038.00	5,038.00	0.00	0.00	5,038.00	100.00%	0.00	0.00
10810	Toilet Accessories	8,368.00	8,368.00	0.00	0.00	8,368.00	100.00%	0.00	0.00
	<b>SUBTOTAL 10 SPECIALTIES</b>	<b>\$44,047.30</b>	<b>\$44,047.30</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$44,047.30</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>11 EQUIPMENT</b>								
11110	Laundry Equipment	18,305.00	17,938.90	366.10	0.00	18,305.00	100.00%	0.00	0.00
11451	Residential Appliances	34,779.00	34,779.00	0.00	0.00	34,779.00	100.00%	0.00	0.00
	<b>SUBTOTAL 11 EQUIPMENT</b>	<b>\$53,084.00</b>	<b>\$52,717.90</b>	<b>\$366.10</b>	<b>\$0.00</b>	<b>\$53,084.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>12 FURNISHINGS</b>								
12495	Window Treatments	11,442.00	0.00	11,442.00	0.00	11,442.00	100.00%	0.00	0.00
	<b>SUBTOTAL 12 FURNISHINGS</b>	<b>\$11,442.00</b>	<b>\$0.00</b>	<b>\$11,442.00</b>	<b>\$0.00</b>	<b>\$11,442.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>13 SPECIAL CONSTRUCTION</b>								
13900	Fire Suppression	2,177.00	2,177.00	0.00	0.00	2,177.00	100.00%	0.00	0.00
	<b>SUBTOTAL 13 SPECIAL CONSTRUCTION</b>	<b>\$2,177.00</b>	<b>\$2,177.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,177.00</b>	<b>100.00%</b>	<b>\$0.00</b>	<b>\$0.00</b>
	<b>15 MECHANICAL</b>								
15000	Plumbing	2,669.01	2,669.01	0.00	0.00	2,669.01	100.00%	0.00	0.00

# CONTINUATION SHEET

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G703

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Application No. : 9  
Application Date : 7/31/2012  
To : 7/31/2012

Invoice #: 3249

Contract : 10013-01 Fire Station # 1

Architect's Project No. : 10013-01

A	B	C	D		E	F	G		H	I
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored  (Not in D or E)	Total Completed and Stored To Date (D+E+F)	% Complete (G / C)	Balance To Finish (C-G)	Retainage	
			From Previous Application (D+E)	This Period In Place						
	15 MECHANICAL	- continued								
15100	Plumbing	175,020.56	175,020.56	0.00	0.00	175,020.56	100.00%	0.00	0.00	
15300	Fire Protection	28,950.00	28,950.00	0.00	0.00	28,950.00	100.00%	0.00	0.00	
15510	HVAC	230,624.00	230,624.00	0.00	0.00	230,624.00	100.00%	0.00	0.00	
15700	HVAC	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
15950	Test and Balance	5,418.00	5,418.00	0.00	0.00	5,418.00	100.00%	0.00	0.00	
	SUBTOTAL 15 MECHANICAL	\$442,681.57	\$442,681.57	\$0.00	\$0.00	\$442,681.57	100.00%	\$0.00	\$0.00	
	16 ELECTRICAL									
16000	HVAC Equipment	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
16010	Electrical	100,052.59	97,051.01	3,001.58	0.00	100,052.59	100.00%	0.00	0.00	
16510	Lighting and Power	100,000.00	90,000.00	10,000.00	0.00	100,000.00	100.00%	0.00	0.00	
16605	Lightning Protection	5,959.00	5,959.00	0.00	0.00	5,959.00	100.00%	0.00	0.00	
16740	Communications & Security	64,877.00	58,389.30	6,487.70	0.00	64,877.00	100.00%	0.00	0.00	
	SUBTOTAL 16 ELECTRICAL	\$270,888.59	\$251,399.31	\$19,489.28	\$0.00	\$270,888.59	100.00%	\$0.00	\$0.00	
	19 CONTRACT ADD-ONS									
19102	General Liability	24,323.00	24,323.00	0.00	0.00	24,323.00	100.00%	0.00	0.00	
19200	Warranty Reserve	10,281.00	9,623.02	657.98	0.00	10,281.00	100.00%	0.00	0.00	
19501	P & P Bon	25,578.00	25,578.00	0.00	0.00	25,578.00	100.00%	0.00	0.00	
19503	Subcontractor Bonds	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
19600	Contractor Contingency	-44,427.15	0.00	-44,427.15	0.00	-44,427.15	100.00%	0.00	0.00	
19675	Subcontractor Bonds	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	
19900	Contractor Fee	121,623.00	113,839.13	7,783.87	0.00	121,623.00	100.00%	0.00	0.00	
	SUBTOTAL 19 CONTRACT ADD-ONS	\$137,377.85	\$173,363.15	\$-35,985.30	\$0.00	\$137,377.85	100.00%	\$0.00	\$0.00	
	Grand Totals	\$2,452,761.85	\$2,454,743.63	\$-1,981.78	\$0.00	\$2,452,761.85	100.00%	\$0.00	\$0.00	





760 Horizon Drive  
Grand Junction, CO 81506  
Phone: 970-242-9236  
Fax: 970-241-5618

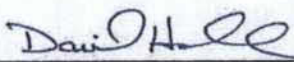
## UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

Upon receipt by the undersigned of a check from City of Grand Junction  
Maker of Check  
in the sum of \$ 157,736.43 and when the check has been properly endorsed and  
Amount of Check  
has been paid by the bank upon which it is drawn, this document shall become effective to  
release any mechanic's lien, stop notice, or bond right the undersigned has on the job of  
10013-01 Fire Station # 1 located at  
Job  
620 Pitkin Avenue Grand Junction CO 81501 to the  
Job Address  
following extent.

This release covers a final payment for labor, services, equipment or material furnished to  
Shaw Construction LLC. Before any recipient of this document relies on it, said party should  
verify evidence of payment to the undersigned.

Dated: 8-9-12

Shaw Construction LLC  
Company Name

By:   
Project Manager



**AMENDMENT # 21**

Public Safety Facilities - Fire Administration Building  
Grand Junction, CO

September 28, 2012



**OVERVIEW**

The Public Safety Facilities - Fire Administration Building is a renovation of an existing building located at 625 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire administration building (14,576 SF) on a previously developed site. Work includes all demolition and reconstruction of this new building per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 21 is prepared pursuant to the construction drawings prepared by Blythe + Co. dated 8/17/2012 and builds upon Amendment #20. The purpose of the amendment is to incorporate the scope of work as described below and attached estimate into the overall Public Safety contract. **All items not shown below or as included in the attached estimate are not included.**

The following documents are included in this Amendment:

- a. Construction Documents by Blythe Group + CO. dated 8/17/12.
  - b. Specification manual dated 8/17/12
  - c. Addendum #1 - dated 9/4/12
  - d. Addendum # 2 - dated 9/6/12
  - e. Addendum # 3 - dated 9/7/12
  - f. Addendum # 4 - dated 9/10/12
  - g. Shaw Construction Estimate dated 9/21/12
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

**SCHEDULE / BUILDING TURNOVER**

1. The scheduled building turn over to owner is June 1, 2012.
2. General conditions are included for (7) consecutive months of construction without interruption.

**Exclusions**

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.
5. Items noted as rejected on the attached budget status log.

---

**GENERAL CONDITIONS**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
  2. General Conditions are included. (7) months.
  3. Compliance with LEED certification is not included in the scope of work.
  4. Commissioning - the work of a Commissioning agent is excluded.
- 

**SELECTIVE DEMOLITION**

The selective demolition scope includes the following:

1. Contractor to work with Habitat for Humanity to salvage selective materials.
  2. Contractor to salvage and/or recycle selective materials to benefit the project.
  3. Selective demolition layout.
  4. Demo exterior addition.
  5. Demo north portion of existing building..
  6. Remove ceilings, flooring, and drywall partitions.
  7. Saw cut and remove floor.
  8. Saw cut walls.
  9. Remove doors and frames.
  10. Remove existing windows.
  11. Demo storefront.
  12. Demo brick veneer.
  13. Remove cabinets.
  14. Remove existing plumbing fixtures
  15. Remove existing appliances.
  16. Misc. demolition, temporary shoring, clean up and haul trash.
  17. Demo to connect to existing radon system.
  18. Salvage satellite dish and antennae (give to owner)
- 

**SITework**

The sitework scope includes the following:

1. Excavate for pile caps, grade beams, slab at entry canopy.
2. Haul off surplus.
3. Select fill under new slab areas and at East addition to basement.
4. Hand excavate and hand compaction.



- 
5. Backfill for underslab plumbing.
- 

### HELICAL PIERS

The helical pier scope includes the following:

1. Helical piers on North side of building and inside of building.
  2. Pier layout.
- 

### CONCRETE

The concrete scope includes the following:

1. Concrete for grade beams and footings.
  2. Slab-on-grade.
  3. X-ray existing concrete \$5,026.
  4. VIF concrete allowance \$2,513.
  5. Equipment pads.
  6. Weather protection.
  7. Building survey, clean up and haul trash associated with concrete work.
- 

### MASONRY

The masonry work includes the following scope:

1. New masonry veneer.
  2. Weather protection
  3. Cast stone sills & pilasters.
- 

### STEEL

The steel work includes the following additional scope:

1. Form deck at removed canopy.
  2. Misc. Steel.
- 

### WOODS & PLASTICS

The woods and plastics work includes the following scope:

1. Blocking
  2. Hoisting, forklift.
  3. Exterior sheathing.
  4. Base & Wall cabinets.
- 

**THERMAL**

1. Waterproofing at new basement wall (plans call for damp proofing)
  2. ISO Foam wall panels.
  3. New TPO white roof. (Abatement included per defined notes on plan & specs.)
  4. Wall flashing.
  5. Metal panels as shown.
  6. Building sealants.
- 

**DOORS & WINDOWS**

1. New HM Doors & Frames.
  2. Wood Doors.
  3. Coiling Door.
  4. Storefront.
  5. Security & Access Allowance \$6,031.
- 

**FLOORING & WALL TILE**

The flooring and wall work includes the following additional scope:

1. Carpet tiles.
  2. Porcelain tile as shown.
- 

**PAINTING**

The painting work includes the following additional scope:

1. Paint as shown.
-



**SPECIALTIES**

The Specialties work includes the following additional scope:

1. Add (6) bunker storage lockers to be installed in the Storage room on the 2<sup>nd</sup> floor.
  2. Corner guards.
  3. Interior & Exterior signage.
  4. Knox box.
  5. Toilet accessories. (Mop & broom holders, seat cover dispenser, baby changing station by OWNER)
  6. Appliances as shown.
  7. Manual roller shades.
  8. Markerboards by owner.
- 
- 

**ELEVATOR REPAIR**

1. Elevator call box.
  2. solid state starter.
  3. Pit ladder.
  4. Hatch door restrictor kit.
- 
- 

**PLUMBING & MECHANICAL**

The Plumbing work includes the following additional scope:

1. As shown.
- 
- 

**FIRE PROTECTION**

1. Design build.
- 
- 

**ELECTRICAL**

The Electrical work includes the following additional scope:

1. As shown.
  2. STRUCTURED CABLING NOT INCLUDED.
- 
-

**OTHER ASSUMPTIONS**

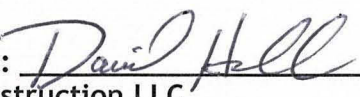
1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

**Total Amount of Amendment # 21****\$2,549,253**

This Net Amount will be added to the GMP for the Fire Administration Building per this amendment.

Signed by:   
City of Grand Junction

Dated 10/1/12

Signed by:   
Shaw Construction LLC

Dated 9-28-12





## GRAND JUNCTION FIRE ADMINISTRATION - Renovation

Grand Junction, Colorado  
100% Construction Documents - GMP

Page 1  
9/20/2012 5:26 PM  
100% CDs.pee

Project name	GJ Fire Admin Building Grand Junction CO
Estimator	SAM
Job size	14576 sf
Duration	7 mo
Bid date	9/21/2012 11:00 AM
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes



# GRAND JUNCTION FIRE ADMINISTRATION - Renovation

Grand Junction, Colorado  
100% Construction Documents - GMP

Page 2  
9/20/2012 5:26 PM  
100% CDs.pee

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
001000		GENERAL CONDITIONS				
	001310	PROJECT MANAGEMENT				
	001312	FIELD PERSONNEL				
	001320	CONSTRUCTION DOCUMENTS				
		Blue Printing - Construction Documents	1.00 ls	3,007.23 /ls	3,007	
		As-Built Documents	1.00 ls	2,513.02 /ls	2,513	
		Progress Photos	7.00 mo	150.78 /mo	1,055	
		CONSTRUCTION DOCUMENTS	14,576.00 sf	0.45 /sf	6,576	
	001330	SUBMITTALS				
		Shop Drawing Reproductions	1.00 ls	501.21 /ls	501	
		SUBMITTALS	14,576.00 sf	0.03 /sf	501	
	001410	PERMITS & FEES				
		Special Permits	1.00 ls	1,507.81 /ls	1,508	
		PERMITS & FEES	14,576.00 sf	0.10 /sf	1,508	
	001450	QUALITY CONTROL				
		Safety Supervisor	56.00 hr	109.83 /hr	6,150	
		First Aid Equipment	7.00 mo	145.35 /mo	1,017	
		Safety Equipment	1.00 ls	501.20 /ls	501	
		Temp. Fire Protection	7.00 mo	160.83 /mo	1,126	
		QUALITY CONTROL	14,576.00 sf	0.60 /sf	8,795	
	001510	TEMPORARY UTILITIES				
		Temp Electrical Install	n/a	/n/a		
		Temp. Phone Install	1.00 ls	1,507.82 /ls	1,508	
		Monthly Electric Costs	7.00 mo	601.45 /mo	4,210	
		Monthly Water Costs	7.00 mo	200.48 /mo	1,403	
		Monthly Telephone Costs	7.00 mo	400.96 /mo	2,807	
		- Additional Data Line	7.00 mo	200.48 /mo	1,403	
		TEMPORARY UTILITIES	14,576.00 sf	0.78 /sf	11,331	
	001520	CONSTRUCTION FACILITIES				
		Project Office	7.00 mo	451.09 /mo	3,158	
		Storage Trailer(s)	7.00 mo	150.36 /mo	1,053	
		Temporary Toilet	14.00 mo	125.30 /mo	1,754	4 ea
		Potable Water	7.00 mo	125.30 /mo	877	
		Office Supplies	7.00 mo	200.48 /mo	1,403	
		Postage & Shipping	7.00 mo	75.18 /mo	526	
		Copier & Fax	7.00 mo	601.45 /mo	4,210	
		Copy Machine Paper	7.00 mo	150.36 /mo	1,053	
		Computer Expense	14.00 mo	313.63 /mo	4,391	3 ea
		Move-in/Move-out Expense	1.00 ls	2,919.21 /ls	2,919	
		Jobsite Cell Phones	14.00 mo	155.37 /mo	2,175	
		CONSTRUCTION FACILITIES	14,576.00 sf	1.61 /sf	23,519	
	001540	CONSTRUCTION EQUIPMENT				
		Project Vehicle	14.00 mo	701.69 /mo	9,824	
		Misc. Small Tools	1.00 ls	1,503.62 /ls	1,504	
		Surveyor Equipment	*	/*		
		CONSTRUCTION EQUIPMENT	14,576.00 sf	0.78 /sf	11,327	
	001580	PROJECT IDENTIFICATION				
		Project Sign - Move	1.00 ea	558.41 /ea	558	
		PROJECT IDENTIFICATION	14,576.00 sf	0.04 /sf	558	
	001740	PROJECT CLEANING				
		Trash Haul Service	7.00 ea	452.35 /ea	3,166	
		Clean Building Area	605.50 hr	27.22 /hr	16,482	
		Clean Site	242.48 hr	27.22 /hr	6,600	



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		<b>PROJECT CLEANING</b>	<b>14,576.00 sf</b>	<b>1.80 /sf</b>	<b>26,249</b>	
		<b>GENERAL CONDITIONS</b>			<b>316,313</b>	
002000		<b>SITEWORK</b>				
	002050	<b>SITEWORK SUPPORT</b>				
		Building Survey & Layout	1.00 ls	2,311.99 /ls	2,312	
		<b>SITEWORK SUPPORT</b>			<b>2,312</b>	
	002110	<b>HAZARDOUS SOIL REMOVAL</b>				
		<i>Hazardous Soil Removal</i>	<i>nic</i>	<i>/nic</i>		<i>by owner</i>
	002115	<b>STORAGE TANK REMOVAL</b>				
		<i>Remove Storage Tanks</i>	<i>nic</i>	<i>/nic</i>		<i>by owner</i>
	002225	<b>SELECTIVE DEMOLITION</b>				
		Selective Demolition Layout	16.00 hr	105.00 /hr	1,680	
		<b>Demo 2-Story East Addition</b>	<b>0.00 sf</b>	<b>0.00 /sf</b>	<b>0</b>	<b>Included w/ Skyline</b>
		Demo Drywall Partitions	1,158.00 lf	9.87 /lf	11,430	
		Demo Exterior Wall Framing	339.00 lf	11.39 /lf	3,862	
		Demo 2nd Floor Exterior CMU Walls	1,520.00 sf	4.18 /sf	6,349	
		Demo Interior Masonry Partitions	1,114.00 sf	4.18 /sf	4,653	
		Demo Exterior Brick Veneer	3,244.00 sf	6.90 /sf	22,381	
		Remove Ceilings	14,087.00 sf	0.82 /sf	11,553	assumes ceilings for all sf in basement, 1st, & 2nd floors; less stair & elevator cores
		Remove Flooring	14,087.00 sf	0.72 /sf	10,194	assumes flooring for all sf in basement, 1st, & 2nd floors; less stair & elevator cores
		Sawcut Floor	100.00 lf	7.54 /lf	754	
		Sawcut Floor for underslab plumbing	490.00 lf	7.54 /lf	3,694	
		Sawcut Wall	18.00 lf	29.97 /lf	539	one door opening at 1st floor south
		Remove Concrete Floor	895.00 sf	2.72 /sf	2,434	
		Remove Concrete Floor for underslab plumbing	484.00 sf	2.72 /sf	1,317	includes basement slab at sump
		Remove Door and Frame	53.00 ea	49.85 /ea	2,642	
		Demo Storefront	145.00 sf	2.51 /sf	364	
		Demo Windows	593.00 sf	2.51 /sf	1,490	
		Remove Cabinets	176.00 lf	12.71 /lf	2,237	
		Remove Existing Plumbing Fixtures	20.00 ea	75.39 /ea	1,508	
		Remove Existing Appliances	1.00 ls	485.75 /ls	486	
		Remove exterior Canopy	1.00 ls	1,837.93 /ls	1,838	
		Misc Demo	1.00 ls	10,037.00 /ls	10,037	
		<b>Temporary Shoring</b>	<b>0.00 ls</b>	<b>0.00 /ls</b>	<b>0</b>	<b>Included w/ Adcock</b>
		Clean-up	346.00 hr	27.22 /hr	9,418	
		Haul Trash	14.00 ea	452.35 /ea	6,333	
		Demo & Haul Basement SOG for Radon	105.00 sf	7.04 /sf	739	
		<b>Salvage All Comination &amp; Standard Lockets to Owner</b>	<b>0.00 nic</b>	<b>0.00 /nic</b>	<b>0</b>	<b>not included. Work completed by City.</b>
		Salvage All Exterior Wall Pack Lights to Owner	11.00 ea	20.10 /ea	221	
		Salvage Flag Pole & Base to Owner	1.00 ea	246.28 /ea	246	
		<b>Salvage Existing RTU to Owner</b>	<b>0.00 inc</b>	<b>0.00 /inc</b>	<b>0</b>	<b>Included w/ GMMI</b>
		Salvage Existing Exhaust Fan to Owner	4.00 ea	50.26 /ea	201	
		<b>Demo Existing Mechanical Equipment</b>	<b>2.00 incl</b>	<b>/incl</b>		<b>included in mass demo #</b>
		<b>Demo Existing Condenser Units</b>	<b>3.00 incl</b>	<b>/incl</b>		<b>included in mass demo #</b>
		Demo Radio Tower	1.00 ea	753.91 /ea	754	
		Salvage Satellite Dish & Antennae to Owner	1.00 ea	1,407.29 /ea	1,407	
		<b>SELECTIVE DEMOLITION</b>	<b>14,576.00 sf</b>	<b>8.29 /sf</b>	<b>120,762</b>	
002240		<b>DEWATERING</b>				
		<b>Dewater Excavations</b>	<b>*</b>	<b>0.00 /*</b>	<b>0</b>	<b>none assumed</b>
002320		<b>BUILDING EXCAVATION</b>				
		Hand Excav Grade Beam	1.34 cy	159.85 /cy	214	
		Excavate for East Concrete Basement Wall	62.00 cy	16.08 /cy	997	
		Select Fill at East Addition Basement	1.00 ls	57,459.84 /ls	57,460	Skyline
		Demo				
		Hand Excavate	20.00 hr	27.22 /hr	544	
		Hand Compaction	40.00 hr	27.22 /hr	1,089	
		Excavate for underslab plumbing	36.00 cy	15.08 /cy	543	
		Backfill for underslab plumbing	36.00 cy	18.09 /cy	651	

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
002320	BUILDING EXCAVATION					
		Excavate & Backfill for West Screen Wall	- -	0.00 /-	0	Not included - with site work
		BUILDING EXCAVATION	14,576.00 sf	4.22 /sf	61,499	
002455	DRIVEN PILES					
		Helical Pier	1.00 ls	4,221.88 /ls	4,222	Hill Builders
		DRIVEN PILES	14,576.00 sf	0.29 /sf	4,222	
002750	CONCRETE PAVING					
		Bldg Walks - Subcontract	-	0.00 /-	0	move to Sitework
		SITWORK	14,576.00 sf	12.95 /sf	188,795	
003000	CONCRETE					
003310	CAST-IN-PLACE CONCRETE					
		Shoring Floors/Beams of Existing Concrete	1.00 ls	8,242.73 /ls	8,243	Adcock
		Concrete Hoisting Equip.	1.00 ls	23,185.18 /ls	23,185	Adcock
		Concrete Layout	0.50 mo	4,681.18 /mo	2,341	
		Clean-up	8.00 hr	103.97 /hr	832	
			16.00 hr	28.47 /hr	456	
		CAST-IN-PLACE CONCRETE	14,576.00 sf	2.41 /sf	35,056	
003360	CONCRETE SEALING/COLORING					
		Seal Conc. Floors	2,483.00 sf	1.00 /sf	2,489	
		CONCRETE SEALING/COLORING	14,576.00 sf	0.17 /sf	2,489	
003390	CURING & PROTECTING					
		X-Ray Existing Floor/Cable Repair	1.00 ls	5,026.05 /ls	5,026	Allowance
		CURING & PROTECTING	14,576.00 sf	0.35 /sf	5,026	
003920	CONCRETE UNDERLAYMENT					
		Patch Existing Concrete Floors	14,756.00 sf	0.23 /sf	3,412	
		Patch Existing Concrete Walls in Basement to remain exposed	14,756.00 sf	0.08 /sf	1,187	
		V.I.F Concrete	1.00 ls	2,513.03 /ls	2,513	Allowance
		CONCRETE UNDERLAYMENT	14,576.00 sf	0.49 /sf	7,111	
		CONCRETE	14,576.00 sf	3.41 /sf	49,682	
004000	MASONRY					
004210	BRICK MASONRY					
		Brick Masonry - Veneer	2,900.00 sf	16.33 /sf	47,341	no west screen wall
		Brick Masonry - Pilasters	757.00 sf	18.37 /sf	13,902	
		Temp Enclosures & Weather Protection	3,657.00 sf	2.22 /sf	8,121	
		Clean Brick	3,657.00 sf	0.56 /sf	2,059	
		Scaffolding	3,657.00 sf	0.81 /sf	2,978	
		BRICK MASONRY	14,576.00 sf	5.10 /sf	74,401	
004720	CAST STONE					
		Cast Stone Window Sills	64.00 lf	15.08 /lf	965	
		Cast Stone Caps at Brick & Pilasters	506.00 lf	15.08 /lf	7,630	
		Cast Stop Cap at Screen Wall	-	/-	none	
		CAST STONE	14,576.00 sf	0.59 /sf	8,595	
		MASONRY	14,576.00 sf	5.69 /sf	82,996	
005000	METALS					
005310	METAL DECK					
		Form Deck at Removed Canopy	127.00 sf	12.06 /sf	1,532	
		METAL DECK			1,532	
005510	MISC. METALS					
		Misc. Metals Material	1.00 tn	5,010.97 /tn	5,011	includes frames for mechanical openings
		Handrails	-	0.00 /-	0	existing to remain
		Wallrails	-	0.00 /-	0	existing to remain
		Bollards	-	0.00 /-	0	w/ site work budget
		Lintels, Angles, Columns	1.00 ls	36,489.14 /ls	36,489	Timberwolf Welding
		Masonry Ledger Angle	-	0.00 /-	0	Included w/ Timberwolf



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		<b>MISC. METALS</b>	<b>14,576.00 sf</b>	<b>2.85 /sf</b>	<b>41,500</b>	
005715	FABRICATED STAIRS					
		<i>Stairs to 2nd Floor</i>	-	0.00 /-	0	existing to remain
005730	ORNAMENTAL METALS					
		Canopy at Main Entrance	62.00 sf	80.42 /sf	4,986	Metal Framing
		<b>ORNAMENTAL METALS</b>	<b>14,576.00 sf</b>	<b>0.34 /sf</b>	<b>4,986</b>	
		<b>METALS</b>	<b>14,576.00 sf</b>	<b>3.29 /sf</b>	<b>48,018</b>	
006000	WOOD & PLASTICS					
006105	ROUGH CARPENTRY					
		P.T. In-Wall Blocking	14,756.00 sf	1.80 /sf	26,491	
		Roof Blocking Labor	451.00 lf	7.83 /lf	3,530	
		3/4" Plywood at Communications	224.00 sf	4.81 /sf	1,077	
		Rough Hardware	1.00 ls	751.81 /ls	752	
		Opening Protection	1.00 ls	957.00 /ls	957	
		Hoisting - Rough Carpentry	1.00 mo	8,508.53 /mo	8,509	
		Clean-up	173.00 hr	27.22 /hr	4,709	
		Haul Trash	1.00 ea	452.34 /ea	452	
		<b>ROUGH CARPENTRY</b>	<b>14,576.00 sf</b>	<b>3.19 /sf</b>	<b>46,477</b>	
006160	SHEATHING					
		7/16" O.S.B. @ Exterior Walls & Parapet	7,094.00 sf	1.36 /sf	9,627	
		<b>SHEATHING</b>		<b>/sf</b>	<b>9,627</b>	
006220	MILLWORK					
		<i>Maple Trim</i>	-	0.00 /-	0	Included w/ New World
		<i>Display Case at Lobby</i>	-	0.00 /-	0	not shown
		<i>Window Sill</i>	-	0.00 /-	0	not shown
		<i>Shelves</i>	-	0.00 /-	0	by Owner - FF&E
		<i>Closet Shelf/Rod</i>	-	0.00 /-	0	by Owner - FF&E
006410	CABINETS					
		Base/Wall Cabinets	1.00 ls	31,294.22 /ls	31,294	New World
		<b>CABINETS</b>	<b>14,576.00 sf</b>	<b>2.15 /sf</b>	<b>31,294</b>	
006415	COUNTER TOPS					
		<i>P-Lam, SSM Countertops</i>	-	0.00 /-	0	Included w/ New World
006420	PANELING					
		<i>Prefinished Plywood Paneling</i>	-	0.00 /-	0	At reception admin area. W/ New World.
		<b>WOOD &amp; PLASTICS</b>	<b>14,576.00 sf</b>	<b>6.00 /sf</b>	<b>87,398</b>	
007000	THERMAL					
007120	WATERPROOFING					
		Waterproofing - at new basement wall	1.00 ls	5,083.35 /ls	5,083	Summit Sealants
		<b>WATERPROOFING</b>			<b>5,083</b>	
007210	BUILDING INSULATION					
		Insulation	1.00 ls	8,212.57 /ls	8,213	Accurate Insulation
		<b>BUILDING INSULATION</b>	<b>14,576.00 sf</b>	<b>0.56 /sf</b>	<b>8,213</b>	
007220	CONTINUOUS EXTERIOR INSULATION					
		ISO Foam Wall Panel - Material Only	1.00 ls	18,789.40 /ls	18,789	TP Acoustic
		ISO Foam Wall Panel - Install Only	1.00 ls	3,976.60 /ls	3,977	TP Acoustic
		<b>CONTINUOUS EXTERIOR INSULATION</b>		<b>/sf</b>	<b>22,766</b>	
007540	THERMO-PLASTIC ROOFING					
		Thermoplastic (TPO) Roofing	1.00 ls	106,618.66 /ls	106,619	CRW Roofing
		<i>TPO at Parapet Walls &amp; Caps</i>	0.00 sf	0.00 /sf	0	Include w/ CRW
		Demo Existing Roof	1.00 ls	17,125.77 /ls	17,126	CRW Roofing
		<b>THERMO-PLASTIC ROOFING</b>	<b>14,576.00 sf</b>	<b>8.49 /sf</b>	<b>123,744</b>	
007620	FLASHING & SHEET METAL					
		Wall Flashing	720.00 lf	2.11 /lf	1,521	

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
007620		FLASHING & SHEET METAL				
		Metal Panel	180.00 sf	20.10 /sf	3,619	
		FLASHING & SHEET METAL	14,576.00 sf	0.35 /sf	5,140	
007710		ROOF SPECIALTIES				
		SolaTubes	2.00 ea	2,573.34 /ea	5,147	
		ROOF SPECIALTIES	14,576.00 sf	0.35 /sf	5,147	
007720		ROOF ACCESSORIES				
		Roof Walk Boards	0.00 nic	0.00 /nic	0	None shown
		2'6"x3'0" Roof Hatch	n/a	n/a	existing to remain	
007920		JOINT SEALANTS				
		Bldg. Sealants	1.00 ls	4,357.59 /ls	4,358	
		JOINT SEALANTS	14,576.00 sf	0.30 /sf	4,358	
THERMAL			14,576.00 sf	11.97 /sf	174,450	
008000		DOORS & WINDOWS				
008110		STEEL DOORS/FRAMES				
		HM Door Frames	0.00 -	0.00 /-	0	Included w/ Powers
		Unload & Distribute	52.00 ea	27.22 /ea	1,415	
		STEEL DOORS/FRAMES	14,576.00 sf	0.10 /sf	1,415	
008210		WOOD DOORS				
		Doors & HWD	1.00 ls	41,171.41 /ls	41,171	Powers
		Door Hardware	0.00 -	0.00 /-	0	Included w/ Powers
		Install of HM/Wood Doors	1.00 ls	7,036.48 /ls	7,036	Genesis
		Unload & Distribute	41.00 ea	27.22 /ea	1,116	
		WOOD DOORS	14,576.00 sf	3.38 /sf	49,324	
008310		ACCESS DOORS				
		Access Doors - Std	1.00 ls	2,806.75 /ls	2,807	
		ACCESS DOORS	14,576.00 sf	0.19 /sf	2,807	
008330		COILING DOORS/GRILLS				
		Coiling Door	1.00 ea	5,277.36 /ea	5,277	Quality Door
		COILING DOORS/GRILLS	14,576.00 sf	0.36 /sf	5,277	
008360		OVERHEAD DOORS				
		Sectional Overhead Door	nic	/nic		Deleted from Storage room
008410		STOREFRONT SYSTEMS				
		Alum Storefront	1.00 ls	43,462.28 /ls	43,462	Bratton
		Aluminum Storefront Windows	0.00 sf	0.00 /sf	0	Included w/ Bratton
		- Punched Openings				
		Automatic Door Operator	1.00 ea	1,608.33 /ea	1,608	
		STOREFRONT SYSTEMS	14,576.00 sf	3.09 /sf	45,071	
008710		DOOR HARDWARE				
		Hdwe Set - Exterior	0.00 inc	0.00 /inc	0	Included w/ Powers
		Hdwe Set - Interior Passage	0.00 inc	0.00 /inc	0	Included w/ Powers
		Hdwe Set - Interior Lockset	0.00 inc	0.00 /inc	0	Included w/ Powers
		Hdwe Set at Aluminum Door	1.00 ea	163.49 /ea	163	
		Temp Door Hardware	5.00 ea	119.33 /ea	597	
		Hardware - Catalog & Store	56.00 ea	22.08 /ea	1,236	
		Unload & Distribute	56.00 ea	6.47 /ea	362	
		DOOR HARDWARE	14,576.00 sf	0.16 /sf	2,359	
008740		ELECTRO-MECH. HARDWARE				
		Security & Access System Allowance	1.00 ls	6,031.26 /ls	6,031	Allowance
		ELECTRO-MECH. HARDWARE	14,576.00 sf	0.41 /sf	6,031	
008810		GLASS & GLAZING				
		Glass for Window Walls & HM Windows	0.00 inc	0.00 /inc	0	Included w/ Bratton
008830		MIRRORS				
		Mirrors	0.00 inc	0.00 /inc	0	Included w/ Dynamic



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
009000		<b>DOORS &amp; WINDOWS</b>	<b>14,576.00 sf</b>	<b>7.70 /sf</b>	<b>112,284</b>	
		<b>FINISHES</b>				
	009220	<b>PORTLAND CEMENT PLASTER</b>				
		Stucco - Exterior Walls	1.00 ls	38,394.02 /ls	38,394	Calvin Stucco
		Foam - Cornice	528.00 lf	3.52 /lf	1,858	
		Foam- Accents	436.00 lf	3.52 /lf	1,534	
		<b>PORTLAND CEMENT PLASTER</b>	<b>14,576.00 sf</b>	<b>2.87 /sf</b>	<b>41,786</b>	
	009250	<b>GYPSUM WALL BOARD</b>				
		Interior Metal Framing	1.00 ls	23,715.93 /ls	23,716	TP Acoustics
		Exterior Metal Framing	1.00 ls	18,961.28 /ls	18,961	TP Acoustics
		Denglass Sheathing	1.00 ls	16,904.63 /ls	16,905	TP Acoustics
		Interior Drywall	1.00 ls	42,859.16 /ls	42,859	TP Acoustics
		Access Panels	1.00 ls	904.69 /ls	905	
		Interior Wall System - Wet Walls	2,663.00 sf	3.77 /sf	10,038	Restrooms
		Hoisting for Finishes	2.00 mo	4,681.19 /mo	9,362	
		Layout	80.00 hr	98.96 /hr	7,917	
		Temp Heat for Finishes	14,756.00 sf	1.18 /sf	17,453	
		Touch-up	14,756.00 sf	0.10 /sf	1,483	
		Clean-up	346.00 hr	27.22 /hr	9,418	
		Haul Trash	36.00 ea	452.35 /ea	16,284	
		Final Cleaning	14,756.00 sf	0.35 /sf	5,192	
		<b>GYPSUM WALL BOARD</b>	<b>14,576.00 sf</b>	<b>12.38 /sf</b>	<b>180,493</b>	
	009310	<b>CERAMIC TILE</b>				
		Porcelain Tile - Wall	1.00 ls	64,598.84 /ls	64,599	Cedaredge Interiors
		<b>- Crack Isolation Membrane</b>	<b>0.00 inc</b>	<b>0.00 /inc</b>	<b>0</b>	
		Floor Prep	2,345.00 sf	0.35 /sf	825	
		Finished Floor Protec'n - Ceramic	2,345.00 sf	0.58 /sf	1,358	
		<b>CERAMIC TILE</b>	<b>14,576.00 sf</b>	<b>4.58 /sf</b>	<b>66,782</b>	
	009510	<b>ACOUSTICAL CEILINGS</b>				
		Acoustic Ceiling Complete	1.00 ls	25,856.02 /ls	25,856	TP Acoustics
		<b>ACOUSTICAL CEILINGS</b>	<b>14,576.00 sf</b>	<b>1.77 /sf</b>	<b>25,856</b>	
	009650	<b>RESILIENT FLOORING</b>				
		<b>12x12 VCT Flooring</b>	<b>nic</b>	<b>/nic</b>	<b>not in contract</b>	
		<b>Static Disapative Flooring in IT Room</b>	<b>0.00 nic</b>	<b>0.00 /nic</b>	<b>0 Not in contract</b>	
		<b>Rubber Base</b>	<b>0.00 inc</b>	<b>0.00 /inc</b>	<b>0 Included w/ Cedaredge</b>	
		Rubber Stair Riser/Treads	1.00 ls	14,119.19 /ls	14,119	Cedaredge Interiors
		Floor Prep	1,295.00 sf	0.35 /sf	456	
		Finished Floor Protec'n - Resilient	1,295.00 sf	0.22 /sf	288	
		<b>RESILIENT FLOORING</b>	<b>14,576.00 sf</b>	<b>1.02 /sf</b>	<b>14,862</b>	
	009680	<b>CARPET</b>				
		Carpet Tiles	1.00 ls	43,558.79 /ls	43,559	Cedaredge Interiors
		Floor Prep	6,540.00 sf	0.35 /sf	2,301	
		Finished Floor Protec'n - Carpet	6,540.00 sf	0.22 /sf	1,452	
		<b>CARPET</b>	<b>14,576.00 sf</b>	<b>3.25 /sf</b>	<b>47,312</b>	
	009720	<b>WALL COVERINGS</b>				
		FRP	1.00 ls	542.81 /ls	543	TP Acoustics
		<b>WALL COVERINGS</b>	<b>14,576.00 sf</b>	<b>0.04 /sf</b>	<b>543</b>	
	009840	<b>ACOUSTICAL WALL TREATMENT</b>				
		<b>Acoustic Wall Treatment</b>	<b>nic</b>	<b>/nic</b>	<b>not in contract</b>	
	009910	<b>PAINTING</b>				
		Painting	1.00 ls	26,232.98 /ls	26,233	Kevin Murray
		Touch-up	14,756.00 sf	0.33 /sf	4,895	
		Clean-up	80.00 hr	25.65 /hr	2,052	
		Haul Trash	1.00 ea	452.35 /ea	452	
		<b>PAINTING</b>	<b>14,576.00 sf</b>	<b>2.31 /sf</b>	<b>33,632</b>	
	009960	<b>HIGH PERFORMANCE COATINGS</b>				
		<b>Epoxy Sealer on Floors</b>	<b>n/a</b>	<b>/n/a</b>	<b>not in contract</b>	
		<b>FINISHES</b>	<b>14,576.00 sf</b>	<b>28.22 /sf</b>	<b>411,266</b>	
010000		<b>SPECIALTIES</b>				

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
010115		<b>MARKERBOARDS</b>				
		4x8 Markerboard	nic	/nic		not in contract
		Markerboard	nic	/nic		not in contract
010170		<b>TOILET PARTITIONS</b>				
		Toilet Compartments	1.00 ls	9,845.03 /ls	9,845	Dynamic
		TOILET PARTITIONS	14,576.00 sf	0.68 /sf	9,845	
010210		<b>WALL LOUVERS</b>				
		Aluminum Louvers / sf	n/a	/n/a		
010260		<b>WALL &amp; CORNER GUARDS</b>				
		Corner & Wall Guards	1.00 ls	2,487.89 /ls	2,488	Dynamic
		WALL & CORNER GUARDS	14,576.00 sf	0.17 /sf	2,488	
010350		<b>FLAGPOLES</b>				
		Flagpoles	nic	/nic		not in contract
010420		<b>PLAQUES</b>				
		Plaques	1.00 ea	1,394.23 /ea	1,394	Arapahoe Signs
		PLAQUES	14,576.00 sf	0.10 /sf	1,394	
010430		<b>EXTERIOR SIGNAGE ALLOWANCE</b>				
		Fire Department Logo	inc	0.00 /inc	0	Included w/ Arapahoe Sign
		Building Letters	0.00 inc	0.00 /inc	0	Included w/ Arapahoe Sign
010440		<b>INTERIOR SIGNAGE</b>				
		Interior/Exterior Signage	1.00 ls	16,193.94 /ls	16,194	Arapahoe Signs
		INTERIOR SIGNAGE	14,576.00 sf	1.11 /sf	16,194	
010510		<b>LOCKERS</b>				
		Lockers	n/a	/n/a		
010520		<b>FIRE PROTECTION</b>				
		Knox Box	1.00 ea	326.13 /ea	326	
		Extinguisher - 10 lb	6.00 ea	97.26 /ea	584	
		Fire Ext. & Cabinet (Surface Mtd)	1.00 ea	247.61 /ea	248	Storage
		Cabinet (Recessed)	6.00 ea	178.59 /ea	1,072	
		FIRE PROTECTION	14,576.00 sf	0.15 /sf	2,229	
010810		<b>TOILET ACCESSORIES</b>				
		Toilet Accessories	1.00 ea	2,940.24 /ea	2,940	Dynamic
		Mop and Broom Holders	0.00 ea	0.00 /ea	0	Not included - none shown.
		Seat Cover Dispenser - Surface	0.00 ea	0.00 /ea	0	By Owner
		Baby Changer Station	0.00 ea	0.00 /ea	0	Not included - none shown.
		TOILET ACCESSORIES	14,576.00 sf	0.20 /sf	2,940	
		<b>SPECIALTIES</b>	14,576.00 sf	2.41 /sf	35,090	
011000		<b>EQUIPMENT</b>				
011130		<b>AUDIO/VISUAL EQUIP</b>				
		Recessed Proj.Screens	nic	/nic		not in contract
011450		<b>RESIDENTIAL APPLIANCES</b>				
		Appliances	1.00 ls	5,494.49 /ls	5,494	Ferguson
		Garbage Disposal in Kitchen	2.00 ea	303.10 /ea	606	
		Contractor installed, Owner provided stove in kitchen	1.00 ea	145.19 /ea	145	
		Contractor installed, Owner provided dishwasher in Break Room 217	1.00 ea	145.19 /ea	145	
		RESIDENTIAL APPLIANCES	14,576.00 sf	0.44 /sf	6,391	
		<b>EQUIPMENT</b>	14,576.00 sf	0.44 /sf	6,391	
012000		<b>FURNISHINGS</b>				
012480		<b>RUGS &amp; MATS</b>				
		Entrance Mats	nic	/nic		By Owner
012490		<b>WINDOW TREATMENTS</b>				
		Roller Shades - manual	1.00 ls	5,842.28 /ls	5,842	Ambassador Blind



Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
012490		<b>WINDOW TREATMENTS</b>				
		<i>Roller Shades - Blackout</i>	<i>nic</i>	<i>/nic</i>		<i>not in contract</i>
		<b>WINDOW TREATMENTS</b>	14,576.00 sf	0.40 /sf	5,842	
		<b>FURNISHINGS</b>	14,576.00 sf	0.40 /sf	5,842	
014000		<b>CONVEYING SYSTEMS</b>				
014240		<b>HYDRAULIC ELEVATORS</b>				
		Hatch Latch Door Restrictor Kit	1.00 ls	3,608.71 /ls	3,609	ThyssenKrupp
		- Elevator Call Box	1.00 ls	5,026.05 /ls	5,026	Allowance
		Solid-State Starter	1.00 ls	4,403.83 /ls	4,404	ThyssenKrupp
		Pit Ladder	1.00 ls	1,427.40 /ls	1,427	ThyssenKrupp
		<b>HYDRAULIC ELEVATORS</b>	14,576.00 sf	0.99 /sf	14,466	
		<b>CONVEYING SYSTEMS</b>	14,576.00 sf	0.99 /sf	14,466	
015000		<b>MECHANICAL</b>				
015100		<b>PLUMBING</b>				
		Plumbing	1.00 ls	93,082.49 /ls	93,082	Cookey's
		<b>PLUMBING</b>	14,576.00 sf	6.39 /sf	93,082	
015300		<b>FIRE PROTECTION</b>				
		Interior Sprinkler System - Wet	1.00 sf	30,658.92 /sf	30,659	Affordable Fire Protection
		<b>FIRE PROTECTION</b>	14,576.00 sf	2.10 /sf	30,659	
015510		<b>HVAC</b>				
		HVAC System	1.00 ls	359,880.42 /ls	359,880	
		Radon Vent Repair	1.00 ls	2,010.42 /ls	2,010	
		<b>HVAC</b>	14,576.00 sf	24.83 /sf	361,891	
		<b>MECHANICAL</b>	14,576.00 sf	33.32 /sf	485,632	
016000		<b>ELECTRICAL</b>				
016010		<b>ELECTRICAL</b>				
		Electrical - Subcontract	1.00 ls	180,094.51 /ls	180,095	EC Electric
		<i>Emergency Generator</i>	<i>n/a</i>	<i>/n/a</i>		<i>not included</i>
		<i>CCTV</i>	<i>nic</i>	<i>/nic</i>		<i>Rough-in only.</i>
		Secondary Electric Fire Station to Admin	1.00 ls	7,840.64 /ls	7,841	
		<b>ELECTRICAL</b>	14,576.00 sf	12.89 /sf	187,935	
016510		<b>LIGHTING &amp; POWER</b>				
		Light Fixtures	1.00 ls	56,291.79 /ls	56,292	EC Electric
		<i>Lighting Control</i>	<i>incl</i>	<i>/incl</i>		
		<b>LIGHTING &amp; POWER</b>	14,576.00 sf	3.86 /sf	56,292	
016605		<b>LIGHTNING PROTECTION</b>				
		<i>Lightning Protection System</i>	<i>n/a</i>	<i>/n/a</i>		<i>not included</i>
016740		<b>COMMUNICATIONS &amp; SECURITY</b>				
		<i>Structured Cabiling</i>	<i>0.00 ls</i>	<i>0.00 /ls</i>		<i>0 Not included - add alt # 3</i>
		<i>Fire Alarm</i>	<i>incl</i>	<i>/incl</i>		<i>Included w/ EC Electric</i>
		<b>ELECTRICAL</b>	14,576.00 sf	16.76 /sf	244,227	



# GRAND JUNCTION FIRE ADMINISTRATION - Renovation

Grand Junction, Colorado  
100% Construction Documents - GMP

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## Estimate Totals

Description	Amount	Totals	Rate
Labor	403,049		
Material	90,407		
Subcontract	1,769,395		
	<u>2,262,851</u>	2,262,851	
General Liability	24,728		0.970 %
Warranty Reserve	10,452		0.410 %
Material Sales Tax - Exempt			
Contractor Contingency	127,583		
	<u>162,763</u>	2,425,614	
Contractor Fee	123,639		4.850 %
	<u>123,639</u>	2,549,253	
Total		2,549,253	





## AMENDMENT # 22

Budget Status Log Approval  
Public Safety Facilities - PD Building  
Grand Junction, CO

November 2, 2012

**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 22 is prepared pursuant to the attached Job Cost Projection Report prepared by Shaw Construction LLC dated 11/2/12 and builds upon the previous Amendments. The purpose of the amendment is to incorporate all change documents and owner design related decisions as shown on the Budget Status Log and priced to date. **All items not shown below or on the attached Budget Status Log remain as currently contracted pursuant to the GMP (Amendment # 6) and Amendment #19.** The following documents are included in this Amendment:
  - a. "For Construction" drawings dated 7/26/11.
  - b. Specifications, Volume 1 - Divisions 1-14 & Volume 2 - Divisions 21-33 dated 7/26/11.
  - c. Geotechnical Report prepared by Ground Engineering dated 11/4/2008.
  - d. Job Cost Projection Report dated 11/2/12.
2. All work is to be performed in accordance with the Contract Document except as specifically noted or clarified herein.

**Exclusions**

1. RFI responses not yet priced or shown on the Budget Status Log.
2. Sales and Use Tax.
3. Davis Bacon Wages.
4. Testing or special inspections or special inspector of any kind.
5. Utility company fees, impact development costs or fees, or permits of any kind.

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**SITework**

The site work includes deleting the following additional scope:

1. Delete the remaining site work from the Police project and move it to the Fire Administration project. This will allow the Police project to be closed. This shift of costs does not add or delete site work scope nor does it reduce or add the



responsibilities to Shaw Construction. A Job Cost Projection Report is attached that summarizes which subcontractors costs are being moved to the Fire Administration Building.

- a. The following Subcontractors are affected:
  - i. B&B Electric (site lighting)
  - ii. Deep Creek Landscaping (Landscape work)
  - iii. Mays Concrete (Site Concrete)
  - iv. Skyline Contracting (Excavation work)
  - v. United Companies (Bituminous pavement)
  - vi. Valley Wide Fencing (Gates)
  - vii. Collins Masonry (Masonry)
  - viii. RMS Concrete (Site lighting bollards)

The scope that will be moved to the Fire Administration Project (Job # 10013-02) generally includes:

- The final pavement section in the SE corner of the site south of the alley, West of 7<sup>th</sup> and East of Fire Station # 1.
- Landscaping East of the 6<sup>th</sup> street alley.
- Site lighting East of the 5<sup>th</sup> street alley.
- Site concrete North of the alley, West of 7<sup>th</sup> and East of the 6<sup>th</sup> street alley.
- Excavation work North of the alley, West of 7<sup>th</sup> and East of the 6<sup>th</sup> street alley.
- Fencing and gates East of the 6<sup>th</sup> street alley.
- The masonry site wall attached to the Fire Administration building.
- The concrete for the site lighting bollards East of the 6<sup>th</sup> street alley and North of the E/W alley.

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#### **GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils,
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

#### **OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.



3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

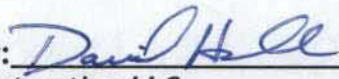
Total Amount of Amendment # 22 - GMP Amount (Police Building Only)      \$19,207,771

Less Amendment # 19      \$19,903,147

Total Amount Amendment # 22 REDUCTION to the prime contract      (\$695,376)

Signed by:   
City of Grand Junction

Dated 11/2/12

Signed by:   
Shaw Construction LLC

Dated 11/2/12





# Job Cost Projection Report

## Contract 10013-02 Fire Administration

Contracts: 10013-02 - 10013-02  
Phases: 002300-01 - 002300-08  
Job to Date Budget and Cost through: December 2050  
Projection Batch Month: November 2012

		A		B	C (A+B)		D	E (C+D)				F	G	H			I (G+H)	J	L	M	N (O-M)	O	P (E-O)
Phase Code	Description	Original Budget	Change Orders	Thru CO	Current Budget	Approved PCOs	Budget Forecast	Unapproved PCOs	Original Committed Cost	Change Orders	Thru SCO	Vendor	Current Committed Cost	Assigned Committed Cost	Committed Balance	JTD Cost	Est. Cost to Complete	Projected Final Cost	Projected Variance (over/under)				
002300-06- Valley Wide Fencing Costs Trafer																							
Owner Contract Change																							
S	002300-06- Valley Wide Fencing Costs Trafer	0	90,444	SOV - 1	90,444	0	90,444	0	0	90,444	2	VALWID	90,444	0	90,444	0	0	0	90,444				
Total Owner Contract Change		0	90,444		90,444	0	90,444	0	0	90,444			90,444	0	90,444	0	0	0	90,444				
Total 002300-06- Valley Wide Fencing Costs Trafer from PD Building		0	90,444		90,444	0	90,444	0	0	90,444			90,444	0	90,444	0	0	0	90,444				
002300-07- Collins Costs Transferred from PD																							
Owner Contract Change																							
S	002300-07- Collins Costs Transferred from PD	0	7,500	SOV - 1	7,500	0	7,500	0	0	0			0	0	0	0	0	0	7,500				
Total Owner Contract Change		0	7,500		7,500	0	7,500	0	0	0			0	0	0	0	0	0	7,500				
Total 002300-07- Collins Costs Transferred from PD Building		0	7,500		7,500	0	7,500	0	0	0			0	0	0	0	0	0	7,500				
002300-08- RMS Costs Transferred from PD B																							
Owner Contract Change																							
S	002300-08- RMS Costs Transferred from PD B	0	10,000	SOV - 1	10,000	0	10,000	0	0	0			0	0	0	0	0	0	10,000				
Total Owner Contract Change		0	10,000		10,000	0	10,000	0	0	0			0	0	0	0	0	0	10,000				
Total 002300-08- RMS Costs Transferred from PD Building		0	10,000		10,000	0	10,000	0	0	0			0	0	0	0	0	0	10,000				
Total Division 02 - Site Construction		0	695,376		695,376	0	695,376	0	0	677,876			677,876	0	677,876	0	0	0	695,376				
Total Project 10013-02		0	695,376		695,376	0	695,376	0	0	677,876			677,876	0	677,876	0	0	0	695,376				
Total Contract 10013-02		0	695,376		695,376	0	695,376	0	0	677,876			677,876	0	677,876	0	0	0	695,376				



# Job Cost Projection Report

## Contract 10013-02 Fire Administration

Contracts: 10013-02 - 10013-02  
Phases: 002300-01 - 002300-08  
Job to Date Budget and Cost through: December 2050  
Projection Batch Month: November 2012

CONSTRUCTION												A	B	C (A+B)	D	E (C+D)	F	G	H	I (G+H)	J	L	M	N (O-M)	O	P (E-O)
Phase Code	Description	Original Budget	Change Orders	Thru CO	Current Budget	Approved PCOs	Budget Forecast	Unapproved PCOs	Original Committed Cost	Change Orders	Thru SCO	Vendor	Current Committed Cost	Assigned Committed Cost	Committed Balance	JTD Cost	Est. Cost to Complete	Projected Final Cost	Projected Variance (over/under)							
10013-02 Fire Administration																										
Division 02 - Site Construction																										
002300-01- B & B Electric Costs Trafer frm PD Building																										
Owner Contract Change																										
S	002300-01- B & B Electric Costs Trafer frm PD Building	0	54,546	SOV - 1	54,546	0	54,546	0	0	54,546	76	B&BELE	54,546	0	54,546	0	0	0	54,546							
Total Owner Contract Change		0	54,546		54,546	0	54,546	0	0	54,546			54,546	0	54,546	0	0	0	54,546							
Total 002300-01- B & B Electric Costs Trafer frm PD Building		0	54,546		54,546	0	54,546	0	0	54,546			54,546	0	54,546	0	0	0	54,546							
002300-02- Deep Creek Costs Trafer frm PD Building																										
Owner Contract Change																										
S	002300-02- Deep Creek Costs Trafer frm PD Building	0	78,134	SOV - 1	78,134	0	78,134	0	0	78,134	5	DEECRE	78,134	0	78,134	0	0	0	78,134							
Total Owner Contract Change		0	78,134		78,134	0	78,134	0	0	78,134			78,134	0	78,134	0	0	0	78,134							
Total 002300-02- Deep Creek Costs Trafer frm PD Building		0	78,134		78,134	0	78,134	0	0	78,134			78,134	0	78,134	0	0	0	78,134							
002300-03- May Concrete Costs Trafer frm PD Building																										
Owner Contract Change																										
S	002300-03- May Concrete Costs Trafer frm PD Building	0	132,432	SOV - 1	132,432	0	132,432	0	0	132,432	3	MAYCON	132,432	0	132,432	0	0	0	132,432							
Total Owner Contract Change		0	132,432		132,432	0	132,432	0	0	132,432			132,432	0	132,432	0	0	0	132,432							
Total 002300-03- May Concrete Costs Trafer frm PD Building		0	132,432		132,432	0	132,432	0	0	132,432			132,432	0	132,432	0	0	0	132,432							
002300-04- Skyline Costs Trafer frm PD Building																										
Owner Contract Change																										
S	002300-04- Skyline Costs Trafer frm PD Building	0	121,980	SOV - 1	121,980	0	121,980	0	0	121,980	34	SKYCON	121,980	0	121,980	0	0	0	121,980							
Total Owner Contract Change		0	121,980		121,980	0	121,980	0	0	121,980			121,980	0	121,980	0	0	0	121,980							
Total 002300-04- Skyline Costs Trafer frm PD Building		0	121,980		121,980	0	121,980	0	0	121,980			121,980	0	121,980	0	0	0	121,980							
002300-05- United Companies Costs Trafer frm PD Building																										
Owner Contract Change																										
S	002300-05- United Companies Costs Trafer frm PD Building	0	200,340	SOV - 1	200,340	0	200,340	0	0	200,340	5	UNICOM	200,340	0	200,340	0	0	0	200,340							
Total Owner Contract Change		0	200,340		200,340	0	200,340	0	0	200,340			200,340	0	200,340	0	0	0	200,340							
Total 002300-05- United Companies Costs Trafer frm PD Building		0	200,340		200,340	0	200,340	0	0	200,340			200,340	0	200,340	0	0	0	200,340							
002300-06- Valley Wide Fencing Costs Trafer																										
Owner Contract Change																										





**AMENDMENT # 23**

Public Safety Facilities - PD Building  
Grand Junction, CO

November 2, 2012

**PD BUILDING**  
**FINAL AMENDMENT**

**OVERVIEW**

The Public Safety Facilities - PD Building is a new building located at 555 Ute Avenue, Grand Junction, Colorado. This project is the construction of a new Combined 911 Communication Center and Police Department Building (63,863 SF) on a previously developed site, totaling approximately 147,000 SF. Work includes the site development between the East side of 5<sup>th</sup> street to the West side of 7<sup>th</sup> street and between the South side of Ute and the North side of Pitkin.

The work is complete and a Final Statement of Account was issued which resulted in a savings to the owner and is summarized below:

**GENERAL INFORMATION**

Amendment # 23 is prepared pursuant to PD Building - final change order and pay application. The purpose of the amendment is to incorporate the results of the Final Statement of Account into the overall GMP. The final statement of account resulted in a deductive amount of (\$458,212.09).

Total GMP amount of Police Building	\$19,207,771.00
<u>Net Amount DEDUCTED from the GMP (savings to owner)</u>	<u>(\$458,212.09)</u>
Final Police Building Total Cost (GMP Amount)	\$18,749,558.91

Amendment # 23 - Reduce GMP by this amount (\$458,212.09)

Signed by:   
City of Grand Junction

Dated 11/2/12

Signed by:   
Shaw Construction LLC

Dated 11/2/12





## Public Safety - Police

Grand Junction, CO

Job #10013

### FINAL STATEMENT OF ACCOUNT

November 2, 2012 - Final

Pursuant to the Terms of the A133 - 2009 Contract signed by Shaw Construction dated 8/24/2010

#### CONTRACT AMOUNT

1	Original Contract Sum	\$	3,124,828.00
2	Amendments (Through #20)	\$	16,082,943.00
5	Total Revised GMP Contract Amount	\$	<b>19,207,771.00</b>

#### COST OF THE WORK

6	Detail Job Cost Ledger as of October 26, 2012	\$	17,252,000.80
7	Subcontractor Status Report	\$	183,746.57
8	Total Costs to be Reimbursed (line 6 plus 7)	\$	17,435,747.37
9	Liability/Umbrella Insurance (0.97% x GMP amount)	\$	186,315.38
10	Payment & Performance Bond (1.02% of GMP amount)	\$	195,919.26
11	Fee (4.85% of GMP amount)	\$	931,576.89
12	Total Cost of the Work (line 8 through 11)	\$	18,749,558.91

13	Subtotal Over/Under Budget (line 5 minus line 12)	\$	458,212.09
14	TOTAL PROJECT SAVINGS TO OWNER	\$	<b>458,212.09</b>

#### TOTAL DUE SHAW CONSTRUCTION

15	Total Amount Received to Date (per Contract Billings and Receipts)	\$	18,474,174.29
16	Total Cost of the Work / GMP (Line 12)	\$	18,749,558.91
17	Total Amount Due (line 16 minus line 15)	\$	275,384.62
18	Total Due to Shaw Construction	\$	<b>275,384.62</b>

\*\*As of this date, the costs above represent the total costs in compliance with the A133 - 2009 dated 8/24/2010. Pursuant to the terms of the contract, and to the extent the GMP is not exceeded, if additional costs are incurred by Contractor following this date to fulfill the contractual obligations, such additional charges shall be submitted to the Owner for Payment by the Owner.

Shaw Construction LLC

Date



## **AMENDMENT # 24**

**Public Safety Facilities - Fire Administration Building  
Grand Junction, CO**

**February 22, 2013**



**OVERVIEW**

The Public Safety Facilities - Fire Administration Building is a renovation of an existing building located at 625 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire administration building (14,576 SF) on a previously developed site. Work includes all demolition and reconstruction of this new building per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

**GENERAL INFORMATION**

1. Amendment # 24 is prepared to transfer the site scope previously included in the scope under the Police Department Building and as described in Amendment # 22 and move it to the Fire Administration Scope of work.
- 

**SITEWORK**

The site work includes adding the following scope:

1. Delete the remaining site work from the Police project and move it to the Fire Administration project. This allowed the Police project to be closed. This shift of costs does not add or delete site work scope nor does it reduce or add the responsibilities to Shaw Construction.
  - a. The following Subcontractors are affected:
    - i. B&B Electric (site lighting)
    - ii. Deep Creek Landscaping (Landscape work)
    - iii. Mays Concrete (Site Concrete)
    - iv. Skyline Contracting (Excavation work)
    - v. United Companies (Bituminous pavement)
    - vi. Valley Wide Fencing (Gates)
    - vii. Collins Masonry (Masonry)
    - viii. RMS Concrete (Site lighting bollards)

The scope that has moved to the Fire Administration Project (Job # 10013-02) generally includes:

- The final pavement section in the SE corner of the site south of the alley, West of 7<sup>th</sup> and East of Fire Station # 1.
- Landscaping East of the 6<sup>th</sup> street alley.
- Site lighting East of the 5<sup>th</sup> street alley.
- Site concrete North of the alley, West of 7<sup>th</sup> and East of the 6<sup>th</sup> street alley.
- Excavation work North of the alley, West of 7<sup>th</sup> and East of the 6<sup>th</sup> street alley.

- Fencing and gates East of the 6<sup>th</sup> street alley.
- The masonry site wall attached to the Fire Administration building.
- The concrete for the site lighting bollards East of the 6<sup>th</sup> street alley and North of the E/W alley.

---

**GENERAL EXCLUSIONS**

The following are not included in the cost of the work:

1. Hazardous soil and/or waste testing, removal or remediation
2. Excavation, removal or enhancement of unsuitable soils,
3. Excavation of subsurface concrete or boulders not shown or visible
4. Relocation or repairs to any utility lines or other subsurface structures or systems which are not shown on the documents, not shown in proper locations by the Documents or not located by Utility Locators.

**OTHER ASSUMPTIONS**

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.

Total Amount of Amendment # 24	\$3,295,985
Less Amendment # 21	\$2,549,253
Net Amount added to the GMP, Fire Administration per this amendment	<u>\$746,732</u>

**Amendment # 24 is a shift in scope not an add or deletion of scope.**





Public Safety Facilities -  
Fire Administration Building

Signed by: [Signature]  
City of Grand Junction

Dated 2/26/13

Signed by: [Signature]  
Shaw Construction LLC

Dated 2/22/13



**AMENDMENT # 25**

**Public Safety Facilities - Fire Station # 2  
Grand Junction, CO**

**REVISED February 11, 2013**





## Public Safety Facilities - Fire Station # 2

### OVERVIEW

The Public Safety Facilities - Fire Station # 2 is a renovation of an existing building located at 2827 F Road, Grand Junction, Colorado. This project is the renovation and expansion of the existing fire station that will be (7,056 SF) on a previously developed site. Work includes all demolition, reconstruction and addition to this building per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

### GENERAL INFORMATION

1. Amendment # 25 is prepared pursuant to the construction drawings prepared by the Blythe Group + Co. dated 11/15/2012. The purpose of the amendment is to incorporate the scope of work as described below and attached estimate into the overall Public Safety contract. **All items not shown below or as included in the attached estimate are not included.**

The following documents are included in this Amendment:

- a. Construction Documents by Blythe Group + CO. dated 11/15/12
  - b. Specification manual dated 11/15/12
  - c. Addendum #1 - dated 1/21/11 - (should be 2013)
  - d. Addendum # 2 - dated 1/23/13
  - e. Shaw Construction Estimate dated 2/1/13
  - f. This REVISED scope letter dated 2/11/13
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

### SCHEDULE / BUILDING TURNOVER

1. The scheduled building turn over to owner is 4 months after notice to proceed is issued and construction begins. Estimated start date is March 15, 2013 and occupancy on or about July 15, 2013.
2. General conditions are included for (3.5) consecutive months of construction without interruption. (some shared General Conditions with the Fire Administration building are anticipated)

### Exclusions

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.
5. Items noted as rejected on the attached budget status log.

---

**GENERAL CONDITIONS:**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates
  2. General Conditions are included. (3.5) Months
  3. Compliance with LEED certification is not included in the scope of work
  4. Commissioning - the work of a Commissioning agent is excluded
- 

**DEMOLITION:**

The demolition work includes the following scope:

1. Removing all building materials and equipment as shown to prepare building for new construction
  2. Contractor shall salvage all items as indicated for reuse
  3. Contractor shall reasonably recycle materials
- 

**EARTHWORK:**

The earthwork includes the following scope:

1. Excavate for deep foundation, grade beams and a new slab on grade
2. Assumes 24" of structural fill. (111 cyds class 6)
3. 345 tons of total import. 192 cyds of total export.
4. 215 lf of new sanitary sewer line from west end of building to existing manhole (as shown)
5. Site concrete removal (under overhang within the new footprint of the building)
6. 12" Caissons up to 21' in depth per caisson as shown
7. Caisson drilling over/under runs TBD
8. Caisson spoil removal
9. Preparation for patio and sidewalks around the addition as shown on sheet C7-1

The following items are excluded from this scope of work:

1. Any site work west of the building. (curb, gutter, pavement, striping, clear & grubbing)
  2. Patching of trench for new sanitary sewer line. (patching by owner)
  3. Unsuitable soils
  4. Bituminous pavement. (by owner)
-



**CONCRETE:**

The concrete work includes the following scope:

1. Concrete for caissons. \$11/lf add over 21', (\$9/lf credit under 21' for concrete only)
  2. Grade beams over void form and reinforcing as shown
  3. Pour back at demo areas (for plumbing trenching, electrical trenching to panel # 3, sidewalk concrete on the East end of the building for electrical
  4. 10 mil Stego vapor barrier under slab
  5. Concrete patio and sidewalks around the addition as shown
- 

**MASONRY**

The masonry work includes the following scope:

1. Brick, block & stucco as shown
  2. Protection from the elements during construction
  3. Cleaning of brick
  4. Temp shoring of block wall at apparatus bay during demo and installation of lintel at new block opening
- 

**STEEL:**

The steel work includes the following scope:

1. Steel lintel for block as shown (through bolt)
- 

**WOODS & PLASTICS:**

The framing work includes the following scope:

1. All rough carpentry including blocking, plywood at communications, rough hardware, hoisting, clean up, trash haul
2. Interior and exterior framing, trusses and plywood
3. Interior cabinets as shown
4. Solid surface tops as shown

The following items are excluded from this scope of work:

1. Wood sills

---

**THERMAL:**

The thermal work includes the following scope:

1. Dampproofing of exterior grade beams
  2. Insulation as shown including batt at interior walls and exterior walls. Ceiling shall be blow in.
  3. 2" Rigid insulation at perimeter of exterior grade beams
  4. Asphalt shingles, underlayment as shown at roof patches and new roof to existing roof
  5. Gutters and downspouts as shown, metal drip edge and misc. flashings to match
  6. Building sealants
- 

**DOORS & WINDOWS:**

The door and window work includes the following scope:

1. All HM doors, frames and hardware as indicated
2. New solid core wood doors to closely match existing wood doors
3. Exterior windows and doors shall be storefront as indicated

The following items are excluded from this scope of work:

1. Controlled access door hardware
  2. Security system or access system
- 

**FINISHES:**

The finishes work includes the following scope:

1. Stucco as shown
2. New drywall and finish on all new framing and where removed for demolition. Texture to match
3. Drywall patches where shown and needed to accommodate all new fixtures and equipment
4. Porcelain tile, epoxy grout, crack isolation membrane as shown
5. Sheet vinyl as shown
6. Carpet tiles as shown
7. Carpet tiles included in the Exercise room (in lieu of the rubber floor shown)
8. Prime and paint as indicated
9. Epoxy painted floor in the Decontamination room with a sand additive for a non-slip surface



The following items are excluded from this scope of work:

1. Rubber flooring in the Exercise room
2. Wall covering
3. Acoustic wall treatment
4. Epoxy resinous flooring as indicated in the decontamination room

---

**SPECIALTIES:**

The Specialties work includes the following additional scope:

1. Allowance of \$1,500 for signage
2. (29) Gear Grid lockers as shown
3. Toilet accessories as shown
4. (6) new corner guards. Reuse (6) existing corner guards
5. (1) 10lb fire extinguisher and cabinet
6. Reinstall (1) existing fire extinguishers as indicated

The following items are excluded from this scope of work:

1. Knox box
2. Flag pole
3. Marker boards
4. Fire Department Logo
5. Building Letters or numbers (unless it is within the signage allowance)
6. Seat cover dispenser (supplied and installed by owner)
7. Handicap Accessible Accessories for the showers (no bench or grab bars)
7. All window coverings supplied and installed by owner
8. Plaque

---

**EQUIPMENT:**

The equipment work includes the following additional scope:

1. Supply and install a new Dishwasher, Disposal, Refrigerator, Gas Range, Range Hood as indicated
2. Install Freezer supplied by Owner

The following items are excluded from this scope of work:

1. Freezer, FBO
2. Washer

3. (2) microwaves shall be supplied and installed by owner
4. Dryer
5. Microwaves, FBO

---

**MECHANICAL/PLUMBING/FIRE PROTECTION:**

The mechanical/plumbing/fire protection work includes the following additional scope:

1. All demolition, removal and reinstallation of existing equipment, piping, waste & drain, new pipe insulation, fixtures and accessories as shown
2. All gas piping as shown
3. New sanitary line on the west end of the building
4. A design build Fire Protection system to cover the areas as indicated.
5. Heating and cooling system as shown including controls
6. Stainless steel shroud for new SS hood
7. Sealant of existing ductwork to be reused
8. Existing ductwork shall be cleaned with a shop vac of any debris caused by contractor

The following items are excluded from this scope of work:

1. Any treatment equipment tied to the sanitary line to the Decontamination room. It is assumed that treatment of this waste is not needed
2. Heat trace or other device to temper the attic
3. Professional duct cleaning

---

**ELECTRICAL:**

The Electrical work includes the following additional scope:

1. Fire alarm system
2. Conduit as shown for future controlled access system. (Owner shall confirm final locations prior to installation of rough in)
3. Reuse existing CT can as shown. If Xcel requires a new CT can then this will be an additional cost
4. Concrete removal at East end of building to accommodate moving electrical service

The following items are excluded from this scope of work:

1. New CT can
2. Structured cabling
3. Notification system
4. Operation or maintenance of the existing generator
5. Work related to the existing tower





Public Safety Facilities - Fire Station # 2

6. Wire basket/cable tray shall be supplied and installed by owner

---

**OTHER ASSUMPTIONS**

1. The owner will vacate the building during construction (estimated at 4 months)
2. Contractor shall allow use of the apparatus bay until April 1, 2013. At that time owner shall completely vacate the building.
3. The owner will operate and maintain the existing generator during the time that the building electrical service is moved.
4. The Contractor shall have available working hours of 7 am - 7 pm.
5. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
6. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
7. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
8. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
9. Owner will provide (or reimburse) all permits and plan review fees.
10. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
11. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

**Total Amount of Amendment # 25, to be added to total GMP agreement      \$648,777**

Signed by:   
City of Grand Junction

Dated 2/15/13

Signed by:   
Shaw Construction LLC

Dated 2/15/13



# GRAND JUNCTION FIRE STATION #2 - Addition & Renovation

Grand Junction, Colorado

Contract Estimate

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FS#2 Contract Estimate 1.29.13.pee

Project name	Grand Junction FS#2 Grand Junction CO
Estimator	dh
Labor rate table	1
Job size	7056 sf
Duration	4 mo
Bid date	2/11/2013
Report format	Sorted by 'Group phase/Phase' 'Detail' summary Allocate addons Print sort level notes





# GRAND JUNCTION FIRE STATION #2 - Addition & Renovation

Grand Junction, Colorado  
Contract Estimate

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FS#2 Contract Estimate 1.29.13.pee

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
001000		<b>GENERAL CONDITIONS</b>				
	001310	<b>PROJECT MANAGEMENT</b>				
	001312	<b>FIELD PERSONNEL</b>				
	001320	<b>CONSTRUCTION DOCUMENTS</b>				
		Blue Printing - Construction Documents	30.00 ea	75.38 /ea	2,261	
		As-Built Documents	1.00 ls	1,873.33 /ls	1,873	
		Progress Photos	3.50 mo	75.38 /mo	264	
		<b>CONSTRUCTION DOCUMENTS</b>			4,399	
	001330	<b>SUBMITTALS</b>				
		Shop Drawing Reproductions	1.00 ls	251.27 /ls	251	
		<b>SUBMITTALS</b>			251	
	001410	<b>PERMITS &amp; FEES</b>				
		<b>Special Permits</b>	n/a	/n/a		By owner
	001450	<b>QUALITY CONTROL</b>				
		First Aid Equipment	3.50 mo	145.73 /mo	510	
		Safety Equipment	1.00 ls	251.26 /ls	251	
		Temp. Fire Protection	3.50 mo	75.38 /mo	264	
		<b>QUALITY CONTROL</b>			1,025	
	001510	<b>TEMPORARY UTILITIES</b>				
		<b>Temp Electrical Install</b>	n/a	/n/a		by owner
		<b>Temp. Phone Install</b>	0.00 n/a	0.00 /n/a	0	
		<b>Monthly Electric Costs</b>	n/a	/n/a		by owner
		<b>Monthly Water Costs</b>	n/a	/n/a		by owner
		Monthly Telephone Costs	3.50 mo	201.01 /mo	704	Internet use
		- Additional Data Line	3.50 mo	201.01 /mo	704	Internet use/fax line
		<b>TEMPORARY UTILITIES</b>			1,407	
	001520	<b>CONSTRUCTION FACILITIES</b>				
		<b>Project Office</b>	* n/a	0.00 /n/a	0	na
		<b>Storage Trailer(s)</b>	* na/	0.00 /na/	0	na
		Temporary Toilet	7.00 mo	125.63 /mo	879	4 ea
		<b>Potable Water</b>	n/a	/n/a		by owner
		Office Supplies	3.50 mo	201.01 /mo	704	
		Postage & Shipping	3.50 mo	50.25 /mo	176	
		Copier & Fax	3.50 mo	251.27 /mo	879	
		Copy Machine Paper	3.50 mo	100.51 /mo	352	
		Computer Expense	7.00 mo	313.58 /mo	2,195	2 ea
		Move-In/Move-out Expense	1.00 ls	1,461.43 /ls	1,461	
		Cell Phone Use	7.00 mo	155.78 /mo	1,090	2 ea
		<b>CONSTRUCTION FACILITIES</b>			7,737	
	001540	<b>CONSTRUCTION EQUIPMENT</b>				
		Project Vehicle	3.50 mo	703.54 /mo	2,462	1 ea
		Misc. Small Tools	1.00 ls	502.53 /ls	503	
		<b>Surveyor Equipment</b>	*	/*		
		<b>CONSTRUCTION EQUIPMENT</b>			2,965	
	001580	<b>PROJECT IDENTIFICATION</b>				
		Project Sign	1.00 ea	1,061.91 /ea	1,062	
		<b>PROJECT IDENTIFICATION</b>			1,062	
	001740	<b>PROJECT CLEANING</b>				
		Trash Haul Service	2.00 ea	452.28 /ea	905	Dumpsters also with cost of work
		Clean Building Area	173.00 hr	27.27 /hr	4,717	
		<b>PROJECT CLEANING</b>			5,622	



# GRAND JUNCTION FIRE STATION #2 - Addition & Renovation

Grand Junction, Colorado

Contract Estimate

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FS#2 Contract Estimate 1.29.13.pee

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
<b>GENERAL CONDITIONS</b>					<b>98,574</b>	
002000		<b>SITEWORK</b>				
	002110	HAZARDOUS SOIL REMOVAL <i>Hazardous Soil Removal</i>	<i>nic</i>	<i>/nic</i>		<i>by owner</i>
	002115	STORAGE TANK REMOVAL <i>Remove Storage Tanks</i>	<i>nic</i>	<i>/nic</i>		<i>by owner</i>
	002225	SELECTIVE DEMOLITION				
		Temp Partition for security	1.00 ls	1,135.80 /ls	1,136	
		Demo Roof	181.00 sf	8.50 /sf	1,538	
		Demo Drywall Partitions	244.00 lf	10.77 /lf	2,628	
		Demo Interior Masonry Partitions	191.00 sf	4.05 /sf	773	
		Demo Masonry Veneer	285.00 sf	2.53 /sf	721	
		Remove Ceilings	1,450.00 sf	0.79 /sf	1,147	
		Remove Flooring	2,906.00 sf	0.43 /sf	1,254	
		Remove Concrete Floor	370.00 sf	1.87 /sf	691	
		Remove Door and Frame	12.00 ea	47.24 /ea	567	
		Remove Existing Windows	2.00 ea	49.25 /ea	99	
		Remove Storefront	1.00 ea	251.27 /ea	251	
		Remove Cabinets	48.00 lf	10.16 /lf	487	
		Remove Existing Plumbing Fixtures	13.00 ea	75.38 /ea	980	
		Plumbing Demo	2,644.00 sf	0.50 /sf	1,329	
		Remove Toilet Partitions	2.00 ea	49.25 /ea	99	
		Remove Existing Appliances	6.00 ea	76.52 /ea	459	
		Misc Demo	1.00 ls	1,903.08 /ls	1,903	
		Electrical Demo	2,644.00 sf	0.75 /sf	1,993	
		Temporary Shoring	1.00 ls	1,716.77 /ls	1,717	
		Clean-up	130.00 hr	25.70 /hr	3,341	
		Haul Trash	3.00 ea	452.28 /ea	1,357	
		<b>SELECTIVE DEMOLITION</b>			<b>24,469</b>	
	002320	BUILDING EXCAVATION				
		Excavation - Sub	1.00 ls	11,814.49 /ls	11,814	Upland
		Concrete Prep for patio & walks - Sub	853.00 sf	3.32 /sf	2,828	Upland - Optional
		Sewer Line - Sub	215.00 lf	18.61 /lf	4,000	Upland
		<b>Patch Sewer Line</b>	<b>215.00 nic</b>	<b>/nic</b>		<b>Patching by City</b>
		Hand Excavate	8.00 hr	27.27 /hr	218	
		Hand Compaction	16.00 hr	27.27 /hr	436	
		<b>BUILDING EXCAVATION</b>			<b>19,297</b>	
	002475	CAISSONS				
		Mobilization	1.00 ls	1,507.59 /ls	1,508	
		12" Dia. 3000 psi Caisson	220.00 lf	12.06 /lf	2,653	Bid length 21'
		Caisson Layout & Offsets	11.00 ea	30.66 /ea	337	
		Dispose of Spoils	8.00 cy	16.08 /cy	129	
		<b>CAISSONS</b>			<b>4,627</b>	
	002995	SITE CONCRETE				
		Concrete Slabs at South & West Doors	853.00 sf	4.51 /sf	3,849	Mays Concrete - Optional
		<b>SITE CONCRETE</b>		<b>/sf</b>	<b>3,849</b>	
<b>SITEWORK</b>					<b>52,243</b>	
003000		<b>CONCRETE</b>				
	003310	CAST-IN-PLACE CONCRETE				
		<b>Drilled Piers/Caissons</b>	<b>1.00 ls</b>	<b>0.00 /ls</b>	<b>0</b>	
		Concrete Sub	1.00 ls	12,853.72 /ls	12,854	Mays Concrete
		Pour back at demo areas	1.00 ls	1,306.58 /ls	1,307	For concrete & Electrical trench
		Vapor Barrier - Sub	1.00 ls	337.70 /ls	338	Mays Concrete
		Ext. slab-elect demo + mech pads	19.76 ls	27.98 /ls	553	For equipment pads & pour back at ext. (East side)
		Slab Protection	970.00 sf	0.05 /sf	49	
		<b>Concrete Hoisting Equip.</b>	<b>0.50 mo</b>	<b>0.00 /mo</b>	<b>0</b>	
		Survey Sub	1,040.00 sf	1.16 /sf	1,206	RCE
		Concrete Layout	8.00 hr	104.16 /hr	833	
		Clean-up	16.00 hr	28.52 /hr	456	
		Haul Trash	1.00 ea	452.27 /ea	452	
		<b>CAST-IN-PLACE CONCRETE</b>			<b>18,048</b>	
<b>CONCRETE</b>					<b>18,048</b>	





# GRAND JUNCTION FIRE STATION #2 - Addition & Renovation

Grand Junction, Colorado

Contract Estimate

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FS#2 Contract Estimate 1.29.13.pee

Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
004000		<b>MASONRY</b>				
	004210	<b>BRICK MASONRY</b>				
		Brick Masonry - Sub	1.00 ls	13,925.12 /ls	13,925	ASCO
		Temp Enclosures & Weather Protection	464.00 sf	2.23 /sf	1,032	
		Clean Brick	464.00 sf	0.56 /sf	257	
		<b>BRICK MASONRY</b>			15,215	
	004220	<b>CONCRETE MASONRY UNITS</b>				
		<b>Block Masonry - Sub</b>	95.00 sf	0.00 /sf	0	ASCO
		Clean Block	1.00 ls	201.02 /ls	201	
		Scaffolding	1.00 ls	150.75 /ls	151	
		<b>CONCRETE MASONRY UNITS</b>			352	
		<b>MASONRY</b>			15,567	
005000		<b>METALS</b>				
	005510	<b>MISC. METALS</b>				
		Masonry Lintels	1.00 ea	1,957.86 /ea	1,958	at Decon Room
		<b>MISC. METALS</b>			1,958	
		<b>METALS</b>			1,958	
006000		<b>WOOD &amp; PLASTICS</b>				
	006105	<b>ROUGH CARPENTRY</b>				
		In Wall Blocking(Untreatd)	129.00 lf	1.97 /lf	255	
		3/4" Plywood at Communications	64.00 sf	4.82 /sf	308	
		Rough Hardware	1.00 ls	502.53 /ls	503	
		Hoisting - Rough Carpentry	0.50 mo	8,524.30 /mo	4,262	
		Clean-up	88.00 hr	27.27 /hr	2,400	
		Haul Trash	4.00 ea	452.28 /ea	1,809	
		<b>ROUGH CARPENTRY</b>			9,536	
	006110	<b>WOOD FRAMING</b>				
		Misc Framing at Roof connection	1.00 ls	1,666.52 /ls	1,667	
		2 x 4 Wall Framing Interior	2,543.00 sf	2.68 /sf	6,822	
		2 x 6 Wall Framing Exterior	1,084.00 sf	2.88 /sf	3,126	
		Soffit Framing	104.00 lf	16.57 /lf	1,723	
		Rough Hardware	1.00 ls	502.53 /ls	503	
		Forklift	0.50 mo	5,226.32 /mo	2,613	
		<b>WOOD FRAMING</b>			16,453	
	006150	<b>WOOD DECKING</b>				
		1/2" Plywood @ Roof	1,120.00 sf	1.65 /sf	1,844	
		<b>WOOD DECKING</b>		/sf	1,844	
	006160	<b>SHEATHING</b>				
		1/2" Plywood @ Ext Walls	1,056.00 sf	1.49 /sf	1,577	
		1/2" Plywood @ Shear Walls	224.00 sf	1.49 /sf	335	
		<b>SHEATHING</b>		/sf	1,912	
	006170	<b>PREFAB STRUCTURAL WOOD</b>				
		Wood Roof Trusses / sf	1,040.00 sf	3.65 /sf	3,794	
		<b>PREFAB STRUCTURAL WOOD</b>		/sf	3,794	
	006220	<b>MILLWORK</b>				
		<b>Window Sill</b>	24.00 nic	/nic		Drywall return
		<b>Shelves</b>	nic	/nic		FBO
		<b>Closet Shelf/Rod</b>	nic	/nic		
	006410	<b>CABINETS</b>				
		Cabinet Sub	1.00 ls	15,428.68 /ls	15,429	Delta Cabinet - Includes solid surface tops
		Install existing	1.00 ls	527.66 /ls	528	
		Optional cabinets 101 & 106	1.00 ls	5,722.62 /ls	5,723	Delta Cabinet - Optional
		<b>CABINETS</b>			21,679	
	006415	<b>COUNTER TOPS</b>				
		<b>P-Lam Counter Tops at Kitchen</b>	60.00 sf	0.00 /sf	0	
		<b>P-Lam Counter Tops at Bath Rm</b>	21.00 sf	0.00 /sf	0	
		<b>P-Lam Counter Tops at Laundry</b>	9.00 sf	0.00 /sf	0	
		<b>P-Lam Counter Tops at Work</b>	90.00 sf	0.00 /sf	0	



GRAND JUNCTION FIRE STATION #2 - Addition & Renovation  
Grand Junction, Colorado  
Contract Estimate

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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
006610		PLASTIC FABRICATIONS <i>FRP Wall Panels</i>	<i>nic</i>	<i>/nic</i>		
		<b>WOOD &amp; PLASTICS</b>			<b>55,219</b>	
007000		<b>THERMAL</b>				
007110		DAMPPROOFING Dampproofing /sf DAMPPROOFING	400.00 sf	2.16 /sf	863 863	
007210		BUILDING INSULATION Insulation Sub <b>6" R19 Batt Insulation</b> <b>12" R38 Batt Insulation</b> 2" Extrud. Polystyrene - Sub BUILDING INSULATION	1.00 ls 1.00 ls 1.00 ls 1.00 ls	2,225.20 /ls /ls /ls 855.31 /ls	2,225 855 3,081	Accurate Insulation at Window Infill Accurate Insulation
007260		VAPOR RETARDERS <b>Stegowrap Vapor Barrier</b>	1,040.00 sf	/sf		Included
007310		SHINGLES Roofing Sub SHINGLES	1.00 ls	4,363.97 /ls /sf	4,364 4,364	Hurst Roofing
007620		FLASHING & SHEET METAL <b>Wall Flashing</b> <b>Metal Fascia</b> K-Style Gutters - Sub <b>Downspouts</b> FLASHING & SHEET METAL	1,056.00 sf 134.00 lf 73.00 lf 36.00 lf	0.00 /sf 0.00 /lf 24.81 /lf 0.00 /lf	0 0 1,811 0 1,811	Hurst
007920		JOINT SEALANTS Bldg. Sealants - Sub JOINT SEALANTS	1,040.00 sf	1.40 /sf	1,457 1,457	Summit Sealants
		<b>THERMAL</b>			<b>11,576</b>	
008000		<b>DOORS &amp; WINDOWS</b>				
008110		STEEL DOORS/FRAMES Sgl HM Door Frame - Interior Sgl HM Door Frame - Exterior Sgl HM Door - Interior Sgl HM Door - Exterior Unload & Distribute STEEL DOORS/FRAMES	13.00 ea 1.00 ea 1.00 ea 1.00 ea 16.00 ea	339.72 /ea 264.34 /ea 289.47 /ea 289.46 /ea 27.27 /ea	4,416 264 289 289 436 5,696	Incl new door/frame at Equip Room
008210		WOOD DOORS S.C. Wood Doors Unload & Distribute WOOD DOORS	12.00 ea 12.00 ea	389.97 /ea 27.27 /ea	4,680 327 5,007	
008310		ACCESS DOORS Access Doors - Std ACCESS DOORS	1.00 ls	1,256.32 /ls	1,256 1,256	
008360		OVERHEAD DOORS <b>Sectional Overhead Doors</b>	<i>nic</i>	<i>/nic</i>		existing
008410		STOREFRONT SYSTEMS Alum Storefront - Sub <b>Automatic Door Operator</b> STOREFRONT SYSTEMS	1.00 ls <i>nic</i>	8,587.24 /ls /nic	8,587 8,587	Alpine Glass North Entrance
008710		DOOR HARDWARE Hdwe Set - Exterior Hdwe Set - Interior Lockset Hdwe Set at Aluminum Entrances Temp Door Hardware Unload & Distribute	1.00 ea 13.00 ea 1.00 ea 1.00 ea 15.00 ea	930.71 /ea 484.45 /ea 163.84 /ea 119.60 /ea 6.48 /ea	931 6,298 164 120 97	Closers, Hinges, Exit Devices w/Storefront



## GRAND JUNCTION FIRE STATION #2 - Addition &amp; Renovation

Grand Junction, Colorado

Contract Estimate

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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		DOOR HARDWARE			7,609	
008740		ELECTRO-MECH. HARDWARE <i>Security &amp; Access System Allowance</i>	1.00 nic	0.00 /nic	0	By Owner
008830		MIRRORS <i>Mirrors</i>	33.00 sf	0.00 /sf	0	Restrooms
		DOORS & WINDOWS			28,156	
009000		FINISHES				
009220		PORTLAND CEMENT PLASTER Stucco - Sub	1.00 ls	2,512.65 /ls	2,513	Asco
		PORTLAND CEMENT PLASTER			2,513	
009250		GYPSUM WALL BOARD Drywall Sub	1.00 sf	11,633.58 /sf	11,634	Superior
		5/8" Sheetrock (WR)	1.00 sf	/sf		
		1/2' Cement Backer Board	1.00 sf	/sf		at showers
		Gyp Bd Ceiling	1.00 sf	0.00 /sf	0	
		Layout	8.00 hr	0.00 /hr	0	
		Patching	4,167.00 sf	1.42 /sf	5,912	Superior
		Touch-up	4,167.00 sf	0.10 /sf	419	
		Clean-up	173.00 hr	27.27 /hr	4,717	
		Haul Trash	2.00 ea	452.28 /ea	905	
		Final Cleaning	4,167.00 sf	0.50 /sf	2,094	
		GYPSUM WALL BOARD			25,680	
009310		CERAMIC TILE Tile Sub	1.00 ls	21,408.79 /ls	21,409	Restrooms
		Porcelain Tile - Floor	1.00 ls	0.00 /ls	0	
		- Tile Base	1.00 ls	0.00 /ls	0	
		- Crack Isolation Membrane	1.00 ls	0.00 /ls	0	
		- Shower Pans	3.00 nic	0.00 /nic	0	Fiberglass shower enclosures
		Floor Prep	1,296.00 sf	0.35 /sf	456	
		Finished Floor Protec'n - Porcelain	1,296.00 sf	0.58 /sf	752	
		CERAMIC TILE			22,617	
009650		RESILIENT FLOORING Flooring Sub	1.00 ls	2,050.32 /ls	2,050	
		Linoleum Sheet Flooring	1.00 ls	0.00 /ls	0	
		Floor Prep	52.00 sf	0.35 /sf	18	
		Finished Floor Protec'n - Resilient	52.00 sf	0.22 /sf	12	
		RESILIENT FLOORING			2,080	
009680		CARPET Carpet Sub	1.00 ls	9,828.49 /ls	9,828	
		Carpet tile at Exercise	1.00 ls	2,211.13 /ls	2,211	Optional - Upgrade to Rubber Flooring
		Floor Prep	2,151.00 sf	0.35 /sf	757	
		Finished Floor Protec'n - Carpet	2,151.00 sf	0.22 /sf	479	
		CARPET			13,275	
009720		WALL COVERINGS <i>Wall Covering Allowance</i>	nic	/nic		
009840		ACOUSTICAL WALL TREATMENT <i>Acoustic Wall Treatment</i>	nic	/nic		
009910		PAINTING Interior Paint - Sub	1.00 ls	11,309.95 /ls	11,310	
		Paint Door/Frames	14.00 ea	0.00 /ea	0	
		Exterior Paint - Sub	268.00 sf	5.83 /sf	1,562	
		Touch-up	1.00 ls	753.80 /ls	754	
		Clean-up	8.00 hr	27.27 /hr	218	
		Haul Trash	0.50 ea	452.28 /ea	226	
		PAINTING			14,070	
009960		HIGH PERFORMANCE COATINGS Epoxy Flooring at Decon Room (paint)	94.00 sf	11.76 /sf	1,106	Optional - resinous epoxy flooring





# GRAND JUNCTION FIRE STATION #2 - Addition & Renovation

Grand Junction, Colorado  
Contract Estimate

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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
		HIGH PERFORMANCE COATINGS			1,106	
		FINISHES			81,340	
010000		SPECIALTIES				
	010115	MARKERBOARDS 4x8 Markerboard	nic	/nic		
	010350	FLAGPOLES Flagpoles	nic	/nic		
	010420	PLAQUES Plaques	1.00 nic	/nic		NA
	010430	EXTERIOR SIGNAGE ALLOWANCE Fire Department Logo Building Letters	nic n'rq	/nic /n'rq		Existing
	010440	INTERIOR SIGNAGE Signage Allowance INTERIOR SIGNAGE	1.00 ls	1,507.59 /ls	1,508 1,508	
	010510	LOCKERS Equip Lockers at Bunker Storage - Sub LOCKERS	29.00 ea	334.13 /ea	9,690 9,690	
	010520	FIRE PROTECTION Knox Box Extinguisher - 10 lb Fire Ext. & Cabinet (Surface Mtd) Cabinet (Recessed) FIRE PROTECTION	n'rq 1.00 ea n'rq n'rq	/n'rq 345.80 /ea /n'rq /n'rq		existing 346 1 new, reuse & relocate 1 existing existing
					346	
	010810	TOILET ACCESSORIES Seat Cover Dispenser - Surface Toilet Accessories - Sub Soap Dispenser Grab Bar Shower Shelf Robe Hook Shower Rod Shower Seat Toilet Paper Dispenser Fem.Nap.Disposal Corner Guards TOILET ACCESSORIES	n/a 1.00 ls 3.00 ea 5.00 ea 3.00 nic 3.00 ea 3.00 ea 1.00 nic 3.00 nic nic 6.00 ea	/n/a 1,155.82 /ls 0.00 /ea 0.00 /ea 0.00 /nic 0.00 /ea 0.00 /nic 0.00 /nic 0.00 /nic /nic 189.34 /ea	1,156 0 0 0 0 0 0 0 0 1,136 2,292	6 new, reuse 6 existing
		SPECIALTIES			13,835	
011000		EQUIPMENT				
	011450	RESIDENTIAL APPLIANCES Dishwasher Garbage Disposal Washer & Dryer Microwave Refrigerator Freezer & Ice maker Gas Range Range Hood RESIDENTIAL APPLIANCES	1.00 ea 1.00 ea nic 2.00 ea 1.00 ea nic 1.00 ea 1.00 ea	899.09 /ea 303.66 /ea /nic 0.00 /ea 6,678.20 /ea /nic 7,758.64 /ea 2,615.30 /ea	899 304 0 6,678 0 7,759 2,615	Optional 0 Supply & Install by owner Hook up only, FBO 18,255 Allowance
		EQUIPMENT			18,255	
012000		FURNISHINGS				
	012480	RUGS & MATS Entrance Mats	n/a	/n/a		



GRAND JUNCTION FIRE STATION #2 - Addition & Renovation  
Grand Junction, Colorado  
Contract Estimate

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Group	Phase	Description	Takeoff Quantity	Total Cost/Unit	Total Amount	Previous Budget/Notes
	012490	WINDOW TREATMENTS <i>Roller Shades - By owner</i> <i>Roller Shades at existing</i> <i>Windows</i>	<i>nic</i> <i>nic</i>	<i>/nic</i> <i>/nic</i>		<i>By Owner</i>
015000		MECHANICAL				
	015100	PLUMBING Plumbing Sub	1.00 ls	42,614.57 /ls	42,615	Cookey's Mechanical
		<i>Snowmelt Systems</i>	<i>n/a</i>	<i>/n/a</i>		
		PLUMBING			42,615	
	015300	FIRE PROTECTION Interior Sprinkler System - Wet	1.00 ls	16,080.97 /ls	16,081	
		<i>- Fire Line to Building</i>	<i>nic</i>	<i>/nic</i>		
		FIRE PROTECTION			16,081	
	015510	HVAC HVAC Sub	1.00 ls	54,172.77 /ls	54,173	Comfort Air
		HVAC			54,173	
	015830	EXHAUST FANS <i>Exhaust Fans</i>	<i>1.00 ea</i>	<i>0.00 /ea</i>	<i>0</i>	
	015950	TEST & BALANCE <i>Test &amp; Balance</i>	<i>1.00 ls</i>	<i>0.00 /ls</i>	<i>0</i>	
		MECHANICAL			112,868	
016000		ELECTRICAL				
	016010	ELECTRICAL Electrical Sub	1.00 ls	64,323.88 /ls	64,324	Griffith Electric - Fishbone cable tray by others
		<i>Emergency Generator &amp; Transfer Switching</i>	<i>nic</i>	<i>/nic</i>		
		ELECTRICAL			64,324	
	016510	LIGHTING & POWER <i>Fixture Package Allowance</i> <i>Lighting Control Allowance</i>	<i>1.00 sf</i> <i>nic</i>	<i>0.00 /sf</i> <i>/nic</i>	<i>0</i>	
	016605	LIGHTNING PROTECTION <i>Lightning Protection System</i>	<i>nic</i>	<i>/nic</i>		
	016740	COMMUNICATIONS & SECURITY <i>Phone / Data Systems - Conduit &amp; Raceways</i>	<i>1.00 ls</i>	<i>0.00 /ls</i>	<i>0</i>	
		<i>Phone / Data Systems - Prewire &amp; Punchdowns</i>	<i>3,775.00 nic</i>	<i>0.00 /nic</i>	<i>0</i>	
		<i>Fire Alarm</i>	<i>3,775.00 nic</i>	<i>0.00 /nic</i>	<i>0</i>	
		ELECTRICAL			64,324	



**GRAND JUNCTION FIRE STATION #2 - Addition & Renovation**  
Grand Junction, Colorado  
Contract Estimate

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**Estimate Totals**

Description	Amount	Totals	Rate
Labor	128,106		
Material	61,699		
Subcontract	382,156		
	<u>571,961</u>	571,961	
General Liability	6,293		0.970 %
P & P Bond	6,618		1.020 %
Material Sales Tax - Exempt			
Contractor Contingency	32,439		5.000 %
	<u>45,350</u>	617,311	
Contractor Fee	31,466		4.850 %
	<u>31,466</u>	648,777	
<b>Total</b>		<b>648,777</b>	





**Grand Junction Public Safety  
Fire Station # 2**

Date: 02/11/13

**BUDGET STATUS LOG**

Starting Budget = \$650,271

Revised Budget = \$648,777

ITEM NO.	DIV.	DESCRIPTION	VALUE	REJECTED P Pending A Accepted	REJECTED	PENDING	ACCEPTED	TOTAL	COMMENTS
<b>Starting Budget</b>								<b>\$644,442</b>	<b>11/15/12 - 100% CD drawings</b>
1	2	Add parking area - West End	NA	R	NA	-	-	\$ 644,442	Work to be performed by owner
2	2	Patio at kitchen area & walks	7,431	A	-	-	7,431	\$ 651,873	4" concrete over 4" of class 6 base
3	9	Expoxy Resinous Flooring at Decon	2,125	R	2,125	-	-	\$ 651,873	Resinous poured epoxy in lieu of paint epoxy
4	2	Added sewer on West end of building	4,474	A	-	-	4,474	\$ 656,346	Sewer line not originally picked up on West end of building
5	6	Add cabinet boxes and shelves in Room 101 & 106	6,368	A	-	-	6,368	\$ 662,714	New cabinets not originally shown
6	9	Rubber Flooring at Exercise	6,738	P	-	6,738	-	\$ 662,714	This flooring would match FS#1
7	7	Blow in attic insulation	(376)	A	-	-	(376)	\$ 662,339	Alternate deduct
8	6	Solid surface tops in Kitchen, toilet 108 & 110	4,842	A	-	-	4,842	\$ 667,180	Solid surface in lieu of plastic laminate
9	11	Add a washer & dryer ALLOWANCE	2,000	R	2,000	-	-	\$ 667,180	Originally not shown
10	11	Reuse existing lockers (no Gear Grid)	(10,782)	R	(10,782)	-	-	\$ 667,180	Gear grid shown on plans and included in estimate
11	1	Move up start date to March 15 (Share GC's)	(15,559)	A	-	-	(15,559)	\$ 651,621	Share GC's with Fire Admin building
12	11	Alternate appliances (Target)	(3,500)	P	-	(3,500)	-	\$ 651,621	
13	10	Delete Plaque	(553)	A	-	-	(553)	\$ 651,068	
14	16	Delete wire basket	(2,000)	A	-	-	(2,000)	\$ 649,068	
15	11	Owner to install microwaves (FBO)	(291)	A	-	-	(291)	\$ 648,777	
16	11	Supply freezer (TBD)	-	P	-	-	-	\$ 648,777	
17	7	Blow in insulation in walls	-	P	-	-	-	\$ 648,777	
18			-	P	-	-	-	\$ 648,777	
19			-	P	-	-	-	\$ 648,777	
20			-	P	-	-	-	\$ 648,777	
21			-	P	-	-	-	\$ 648,777	
22			-	P	-	-	-	\$ 648,777	
23			-	P	-	-	-	\$ 648,777	
24			-	P	-	-	-	\$ 648,777	
<b>Revised Budget</b>			<b>\$ 916</b>		<b>(6,658)</b>	<b>3,238</b>	<b>4,335</b>	<b>\$ 648,777</b>	<b>650,271</b>



**AMENDMENT # 26**

Budget Status Log Adjustments  
Public Safety Facilities - Fire Administration Building  
Grand Junction, CO

February 22, 2013



## **OVERVIEW**

The Public Safety Facilities - Fire Administration Building is a renovation of an existing building located at 625 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire administration building (14,576 SF) on a previously developed site. Work includes all demolition and reconstruction of this new building per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

## **GENERAL INFORMATION**

1. Amendment # 26 is prepared pursuant to the construction drawings prepared by Blythe Group + Co. dated 8/17/2012 and builds upon Amendment #24. The purpose of the amendment is to incorporate the scope of work as described below and attached Pending Change Order Log into the overall Public Safety contract. **All items not shown below or as included in the attached estimate are not included.**

The following documents are included in this Amendment:

- a. Pending Change Order Summary Log
  - b. Pending Change Order worksheets
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

## **SCHEDULE / BUILDING TURNOVER**

1. The scheduled building turn over to owner is June 1, 2012.
2. General conditions are included for (7) consecutive months of construction without interruption.

## **Exclusions**

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.
5. Items noted as rejected on the attached budget status log.

---

## **GENERAL CONDITIONS**





## Public Safety Facilities - Fire Administration

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
2. General Conditions are included. (7) months.
3. Compliance with LEED certification is not included in the scope of work.
4. Commissioning - the work of a Commissioning agent is excluded.

---

### Scope changes:

1. Includes items as described on the attached "Pending Change Order Summary Log". Pending Change Order log items 001 through 017.
  2. Back up for each item is included and describes the scope in more detail.
- 

### OTHER ASSUMPTIONS

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

Total Amount of Amendment # 26	\$3,376,010
Less Amendment # 24	\$3,295,985
Net Amount added to the GMP, Fire Administration per this amendment	<u>\$80,025</u>



Public Safety Facilities - Fire Administration

Signed by: [Signature]  
City of Grand Junction

Dated 2/26/13

Signed by: [Signature]  
Shaw Construction LLC

Dated 2/22/13



**AMENDMENT # 27**

Contingency Reduction  
Public Safety Facilities - Fire Administration Building  
Grand Junction, CO

February 27, 2013





#### **OVERVIEW**

The Public Safety Facilities - Fire Administration Building is a renovation of an existing building located at 625 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire administration building (14,576 SF) on a previously developed site. Work includes all demolition and reconstruction of this new building per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

#### **GENERAL INFORMATION**

1. Amendment # 27 is prepared pursuant to the construction drawings prepared by Blythe Group + Co. dated 8/17/2012 and builds upon Amendment #26. The purpose of the amendment is to reduce the amount of contractor contingency and reduce the overall amount of the overall Public Safety contract. All items not shown below or as included in the attached estimate are not included.

The following documents are included in this Amendment:

- a. Contingency Log
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

#### **SCHEDULE / BUILDING TURNOVER**

1. The scheduled building turn over to owner is June 1, 2012.
2. General conditions are included for (7) consecutive months of construction without interruption.

#### **Exclusions**

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.
5. Items noted as rejected on the attached budget status log.

---

---

#### **GENERAL CONDITIONS**

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
  2. General Conditions are included. (7) months.
  3. Compliance with LEED certification is not included in the scope of work.
  4. Commissioning - the work of a Commissioning agent is excluded.
- 
-



Scope changes:

1. Items on contingency log will be coded to contractor's contingency. Remaining balance is being given to the City to be included into the project's overall budget. If contingency issues occur, Contractor shall request the contract be Amended to include the sum of the contingency items.

---

OTHER ASSUMPTIONS

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.

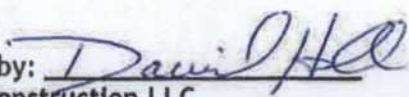
Total Amount of Amendment # 27 \$3,333,422

Less Amendment # 26 \$3,376,010

Net Amount reduction of the GMP, Fire Administration per this amendment (\$42,588)

Signed by:   
City of Grand Junction

Dated 3/6/13

Signed by:   
Shaw Construction LLC

Dated 3/11/13



# GJ FIRE ADMIN - CONTRACTOR CONTINGENCY LOG

Updated 02.27.13

Item	Sub	Cost	Explanation
1	Rocky Mt. Steel	\$3,243	RFI # 005 - Requires steel channel. Drawings different than field verification.
2	Power Doors	\$1,359	Expedite Door Frames resulting from submittal
3	TP Acoustics	\$ 980.00	RFI # 005 - Requires steel channel. Drawings different than field verification.
4	TP Acoustics	\$271	RFI # 017 - Change stud from 6" to 8".
5	TP Acoustics	\$273	RFI # 013 - Add framing/drywall to 3 columns.
6	TP Acoustics	\$4,658	RFI # 020 - Framing for Roof
7	TP Acoustics	\$185	Furring plumbing wall in room # 203 for plumbing pipes to code. Not shown on drawings.
8	TP Acoustics	\$1,762	Patch and repairs in basement.
9	Rocky Mt. Steel	\$965	RFI # 020 - Framing for Roof
10	Pro Build	\$171	RFI # 020 - Framing for Roof. Fire Rated Plywood.
11	Grand Mesa Mech	\$424	RFI # 020 - Raise curb as a result of tapered insulation
12	Grand Mesa Mech	\$386	RFI # 020 - Remove and re-install ductwork installed as a result of roof tear off.
13	Grand Mesa Mech	\$466	Move heat pumps in room 203 & 204 as a result of light fixture conflicts.
14	CRW Roofing	\$3,146	Winter Conditions on roof. Dec 19 - 27th.
15	CRW Roofing	\$4,544	RFI # 020 - Changes to tapered insulation at Gypsum Deck.
16	CRW Roofing	\$1,839	RFI # 006 - Sheet metal for roof openings.
17	Elevator	\$9,337	Raise elevator for work in elevator pit. Didn't realize it was a requirement.
18	Bratton	\$3,470	Stops for windows (2) 12 and 13. Stops for existing windows (by City) were missing.
19	Rocky Mt. Steel	\$1,584	Additional angle iron for brick on grid line 3A south/east wall. CMU wall was larger than shown on drawings.
20	Rocky Mt. Steel	\$1,350	Patch holes in floor and roof deck per RFI # 020.
21	TP Acoustics	\$1,525	Room # 201 - existing wall had to be furred out and soffit/column added because existing condition would not work as detailed in drawings.
22	TP Acoustics	\$1,064	Add framing/drywall to east wall of room # 118 to match existing as well as extend wall 6'. Condition of wall was different in field than on the drawings.
23	TP Acoustics	\$148	Incorporate RFI # 41 into scope of work. Clip originally specified didn't work and required a change clip.
24	TP Acoustics	\$2,246	Skim Stairways S1 & S2 to level 4 finish. Unable to anticipate the level of finish work required until after demo occurred.
25	GMMI	\$345	Install (1) fire damper in wall at elevator equipment room. Required per Code. Not indicated on drawings.
26	TP Acoustics	\$945	Provide soffit and two columns at colling door. Field condition was different than shown on drawings and required new framing, drywall, taping.
27	GMMI	\$ 834.00	Incorporate RFI # 43 into scope of work. RFI required replacing EH-1 heater spec'd with a 2000 watt electric ceiling cabinet heater that would work with electrical requirements.
28	Cookey's	\$ (1,365.00)	Incorporate RFI # 040 into scope of work. Credit sump pump in elevator.
29	Cookey's	\$ 324.09	Move radon piping from middle of floor to indicated spot on plans. Pipe was in a different location than what was shown on drawings.
30	Rocky Mt. Steel	\$ 2,270.00	RFI # 037 - Build channel stair and handrail.
31	All Metals	\$ 1,245.00	Aluminum Latex cross
	Winter Conditions	\$35,000	Anticipated Winter Conditions Costs - Estimated (final cost TBD)

\$84,995 Running Total

\$42,588 Contingency balance





**AMENDMENT # 28**

Contract Adjustment  
Public Safety Facilities - Fire Administration Building  
Grand Junction, CO

May 13, 2013



#### OVERVIEW

The Public Safety Facilities - Fire Administration Building is a renovation of an existing building located at 625 Pitkin Avenue, Grand Junction, Colorado. This project is the renovation and construction of a new fire administration building (14,576 SF) on a previously developed site. Work includes all demolition and reconstruction of this new building per the contract documents.

Where an Allowance is noted, it includes all labor and materials unless specifically noted otherwise.

#### GENERAL INFORMATION

1. Amendment # 28 is prepared pursuant to the construction drawings prepared by Blythe Group + Co. dated 8/17/2012 and builds upon Amendment #27. The purpose of the amendment is to add scope to the contract. **All items not shown below or as included in the attached estimate are not included.**

The following documents are included in this Amendment:

- a. All documentation is attached to this amendment and is further described below. See "Scope Changes"
2. All work is to be performed in accordance with the Contract Documents except as specifically noted or clarified herein.

#### SCHEDULE / BUILDING TURNOVER

1. The scheduled building turn over to owner is June 1, 2012.
2. General conditions are included for (7) consecutive months of construction without interruption.

#### Exclusions

1. Sales and Use Tax.
2. Davis Bacon Wages.
3. Testing or special inspections or special inspector of any kind.
4. Utility company fees, impact development costs or fees, or permits of any kind.
5. Items noted as rejected on the attached budget status log.

---

#### GENERAL CONDITIONS

1. General Conditions are based on Schedule A, Construction Manager's List of Rates.
  2. General Conditions are included. (7) months.
  3. Compliance with LEED certification is not included in the scope of work.
  4. Commissioning - the work of a Commissioning agent is excluded.
-





Scope changes:

1. PCO # 021 - Additional walkway pads to HVAC
2. PCO # 022 - Soil stabilization for northwest corner of Fire Admin Building
3. PCO # 023 - Site transfer amount
4. PCO # 024 - Self rimming sinks
5. PCO # 025 - Soil stabilization for north entrance of Fire Admin. Building
6. PCO # 027 - PR # 84, Time Capsule
7. PCO # 028 - Formica panel for elevator cab
8. PCO # 031 - Rebar reinforcement for concrete paving east of Fire Admin. Building

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OTHER ASSUMPTIONS

1. The Contractor shall have available working hours of 7 am - 7 pm.
2. Allowance amounts include all applicable labor and materials costs unless otherwise noted.
3. It has been assumed that this project will be designed to comply with all applicable accessibility and building code requirements, as well as the requirements of any local jurisdiction(s). Confirmation of the above is not included within Shaw Construction's scope of work.
4. Design fees, material testing, third-party QA/QC and reimbursable expenses are paid by Owner.
5. Architect and other Owner consultants will provide, at no cost to Contractor, CAD or other electronic files or drawings as required for preparation of shop drawings. Owner will provide drawings and specifications to Contractor as necessary during construction.
6. Owner will provide (or reimburse) all permits and plan review fees.
7. Owner warrants that Architect will maintain professional liability coverage appropriate for the project.
8. The owner will provide and maintain builders risk insurance that covers associated losses incurred by the general contractor.


Total Amount of Amendment # 28 \$3,349,139

Less Amendment # 27 \$3,333,422

Net Amount added to the GMP, Fire Administration, per this amendment \$15,717

Signed by:   
City of Grand Junction

Dated 5/13/13

Signed by:   
Shaw Construction LLC

Dated 5/13/13





## Pending Change Order No. 021

Fire Administration  
625 Pitkin Ave  
Grand Junction, CO 81505

Project No: 10013-02  
Tel:  
Fax:

PCO No. 021 Additional walkway pads to HVAC

Date Sent: 3/1/2013

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Sam Meyer, Project Manager  
Shaw Construction LLC  
Tel: 970-245-6936  
Fax: 970-241-5618  
Email: sammeyer@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

Furnish and install additional walkway pads to HVAC unit on lower roof, north side.

**Cost Summary for Item : 1 Additional walkway pads for HVAC unit on lower roof, north w**

Phase	Description	Quantity	Unit Price	Amount
007541- -021	Walkway Pads See CRW Proposal.	1 LS	853.16	853.16

**Net Total for Item 1:** \$853.16

Description	Percentage	Amount
Liability Insurance	0.97%	8.28
Warranty Reserve	0.41%	3.53
Performance Bond	1.02%	8.82
Profit	4.85%	42.38
<b>Subtotal:</b>		<b>\$63.01</b>

**Total Item #1:** \$916.17

**Time Extension:** NONE

**Grand Total PCO #021:** \$916.17

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

Signature

Date

3/1/13

Name Sam Meyer, Project Manager

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature

Date

Name Jay Valentine,



## Pending Change Order No. 022

Fire Administration  
625 Pitkin Ave  
Grand Junction, CO 81505

Project No: 10013-02

Tel:

Fax:

PCO No. 022 Soil stabilization for northwest corner of Fire Admin Bld.

Date Sent: 3/5/2013

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Sam Meyer, Project Manager  
Shaw Construction LLC  
Tel: 970-245-6936  
Fax: 970-241-5618  
Email: sammeyer@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

Remove 18" of unsuitable subgrade material in the parking lot at the northwest corner of the GJ fire administration building (see attached sketch). Provide Mirafi 500x geotextile fabric and install 18" of class 3 pit run.

**Cost Summary for Item : 1 Soil stabilization for northwest corner of Fire Admin Bld.**

Phase	Description	Quantity	Unit Price	Amount
002300- -022	Soil Stabilization <i>See Skyline's proposal.</i>	1 LS	8,375.00	8,375.00

**Net Total for Item 1:** \$8,375.00

Description	Percentage	Amount
Liability Insurance	0.97%	81.24
Warranty Reserve	0.41%	34.67
Performance Bond	1.02%	86.61
Profit	4.85%	416.01
<b>Subtotal:</b>		<b>\$618.53</b>

**Total Item #1:** \$8,993.53

**Time Extension:** NONE

**Grand Total PCO #022:** \$8,993.53

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

Signature

Date 3/6/13

Name Sam Meyer, Project Manager

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature

Date

Name Jay Valentine,





## Pending Change Order No. 024

Fire Administration  
625 Pitkin Ave  
Grand Junction, CO 81505

Project No: 10013-02  
Tel:  
Fax:

PCO No. 024 RFI # 044 - Self Rimming Sinks

Date Sent: 3/17/2013

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Sam Meyer, Project Manager  
Shaw Construction LLC  
Tel: 970-245-6936  
Fax: 970-241-5618  
Email: sammeyer@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

Incorporate RFI # 044 into scope of work. Includes (2) self rimming sinks per attachment.

**Cost Summary for Item : 1 RFI # 044 - Self Rimming Sinks**

Phase	Description	Quantity	Unit Price	Amount
015300- -024	RFI # 044 - Self Rimming Sink <i>See Cooney's Proposal.</i>	1 LS	427.00	427.00

Net Total for Item 1: \$427.00

Description	Percentage	Amount
Liability Insurance	0.97%	4.14
Warranty Reserve	0.41%	1.77
Performance Bond	1.02%	4.42
Profit	4.85%	21.21
<b>Subtotal:</b>		<b>\$31.54</b>

**Total Item #1:** **\$458.54**

**Time Extension:** NONE

*Approved 4/1/13 at meeting  
Sent Contracting email same date*

**Grand Total PCO #024:** **\$458.54**

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature

Date

3/17/13

Signature

Date

Name Sam Meyer, Project Manager

Name Jay Valentine,





## Pending Change Order No. 025

Fire Administration  
625 Pitkin Ave  
Grand Junction, CO 81505

Project No: 10013-02

Tel:  
Fax:

PCO No. 025 Soil stabilization for north entrance of Fire Admin Bld.

Date Sent: 3/26/2013

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Sam Meyer, Project Manager  
Shaw Construction LLC  
Tel: 970-245-6936  
Fax: 970-241-5618  
Email: sammeyer@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

Remove 18" of unsuitable subgrade material in the north entrance of the GJ fire administration building (see attached sketch). Provide Mirafi 500x geotextile fabric and install 18" of class 3 pit run.

**Cost Summary for Item : 1 Soil stabilization for north entrance of Fire Admin Bld.**

Phase	Description	Quantity	Unit Price	Amount
002300- -025	Soil stabilization - north ent See Skyline's invoice.	1 LS	1,932.00	1,932.00

Net Total for Item 1: \$1,932.00

Description	Percentage	Amount
Liability Insurance	0.97%	18.74
Warranty Reserve	0.41%	8.00
Performance Bond	1.02%	19.98
Profit	4.85%	95.97
<b>Subtotal:</b>		<b>\$142.69</b>

**Total Item #1:** **\$2,074.69**

**Time Extension:** NONE

Approved  
via meeting on  
4/16/13. (confirm w/ email 4/16)

**Grand Total PCO #025:** **\$2,074.69**

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature

Date

3/26/13

Signature

Date

Name Sam Meyer, Project Manager

Name Jay Valentine,



## Pending Change Order No. 027

Fire Administration  
625 Pitkin Ave  
Grand Junction, CO 81505

Project No: 10013-02  
Tel:  
Fax:

PCO No. 027 Proposal Request # 84 - Time capsule

Date Sent: 4/16/2013

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Sam Meyer, Project Manager  
Shaw Construction LLC  
Tel: 970-245-6936  
Fax: 970-241-5618  
Email: sammeyer@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

Incorporate proposal request # 84 - Time capsule into scope of work. Lead time for plaque is 4 weeks after approval of shop drawings.

**Cost Summary for Item : 1 Proposal Request # 84 - Time capsule**

Phase	Description	Quantity	Unit Price	Amount
002300- -027	Skyline - PR # 84 <i>See Skyline proposal.</i>	1 LS	510.00	510.00
002300-03-027	Mays - PR # 84 <i>See Mays proposal.</i>	1 LS	819.00	819.00
004410- -027	2 Rivers - PR # 84 <i>See 2 Rivers proposal.</i>	1 LS	1,770.00	1,770.00
010430- -027	Exterior Signage - PR # 84 <i>Awaiting Pricing from Arephoe</i>	1 LS	1,387.00	1,387.00

**Net Total for Item 1:** \$4,486.00

Description	Percentage	Amount
Liability Insurance	0.97%	43.51
Warranty Reserve	0.41%	18.57
Performance Bond	1.02%	46.39
Profit	4.85%	222.83
<b>Subtotal:</b>		<u>\$331.30</u>

**Total Item #1:** \$4,817.30

**Time Extension:** NONE





## Pending Change Order No. 027

Fire Administration  
625 Pitkin Ave  
Grand Junction, CO 81505

Project No: 10013-02

Tel:

Fax:

**Grand Total PCO #027:** \$4,817.30

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name Sam Meyer, Project Manager

Name Jay Valentine,





## Pending Change Order No. 028

Fire Administration  
625 Pitkin Ave  
Grand Junction, CO 81505

Project No: 10013-02

Tel:

Fax:

PCO No. 028 Formica Panel for Elevator cab

Date Sent:

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Sam Meyer, Project Manager  
Shaw Construction LLC  
Tel: 970-245-6936  
Fax: 970-241-5618  
Email: sammeyer@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

Remove and replace existing wall panel on back wall of elevator cab. Furnish and install new formica panel elevator wall panel to match existing.

**Cost Summary for Item : 1 Formica Panel for Elevator cab**

Phase	Description	Quantity	Unit Price	Amount
006410- -028	Formica Panel for Elevator <i>See email from Delta Cabinet</i>	1 LS	650.00	650.00

**Net Total for Item 1:** \$650.00

Description	Percentage	Amount
Liability Insurance	0.97%	6.31
Warranty Reserve	0.41%	2.69
Performance Bond	1.02%	6.72
Profit	4.85%	32.29
<b>Subtotal:</b>		<u>\$48.01</u>

**Total Item #1:** \$698.01

**Time Extension:** NONE

**Grand Total PCO #028:** \$698.01

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature

Date

4/16/17

Signature

Date

Name Sam Meyer, Project Manager

Name Jay Valentine,



## Pending Change Order No. 031

Fire Administration  
625 Pitkin Ave  
Grand Junction, CO 81505

Project No: 10013-02  
Tel:  
Fax:

PCO No. 031 Rebar reinforcement for concrete paving East of Fire Admin.

Date Sent:

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Sam Meyer, Project Manager  
Shaw Construction LLC  
Tel: 970-245-6936  
Fax: 970-241-5618  
Email: sammeyer@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

Provide additional rebar reinforcement for concrete paving located east of Fire Administration building in drive alley. Includes single mat of #5 rebar on 18" center for an area about 30' x 30'.

**Cost Summary for Item : 1 Rebar reinforcement for concrete paving East of Fire Admin.**

Phase	Description	Quantity	Unit Price	Amount
002300-03-031	Mays - Rebar Reinforcement <i>See May's Proposal.</i>	1 LS	1,776.00	1,776.00

**Net Total for Item 1:** \$1,776.00

Description	Percentage	Amount
Liability Insurance	0.97%	17.23
Warranty Reserve	0.41%	7.35
Performance Bond	1.02%	18.37
Profit	4.85%	88.22
<b>Subtotal:</b>		<b>\$131.17</b>

**Total Item #1:** \$1,907.17

**Time Extension:** NONE

**Grand Total PCO #031:** \$1,907.17

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

Signature [Signature] Date 5-13-17

Name Sam Meyer, Project Manager

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name Jay Valentine,





## Change Order No. CO-01

**PROJECT:**

GJ Fire Station #2  
2827 F Road  
Grand Junction, CO 81506

**CHANGE ORDER NUMBER:** CO-01**DATE :** April 26, 2013**TO CONTRACTOR:**

Shaw Construction LLC GJ  
760 Horizon Drive  
Grand Junction, CO 81506

**CONTRACT START DATE:** February 18, 2013**CONTRACT FOR:** 10013-03 Fire Station #2**THE CONTRACT IS CHANGED AS FOLLOWS:**

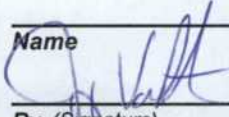
CO Item#	PCO #	Description	Amount
1	01	PR # 1 - Add CT Can	912.78
2	02	PR # 2 - Radon System	1,753.61
3	03	PR # 3 - Add outlets for refr.	-6,228.00
<b>Total For CO# CO-01:</b>			<b>\$-3,561.61</b>

Original Contract sum was	\$648,777.00
Net change by previously authorized Change Orders	\$0.00
The Contract sum prior to this Change Order was	\$648,777.00
The Contract sum will be <b>DECREASED</b> by this Change Order in the amount of	\$-3,561.61
The new Contract sum including this change order	\$645,215.39

The Contract time will be unchanged.

The date of Substantial Completion as of the date of this Change Order therefore is \_\_\_\_\_.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

_____ <b>Architect</b>	Shaw Construction LLC GJ _____ <b>Contractor</b>	_____ <b>Owner</b>
_____ <b>Address</b>	760 Horizon Drive, Grand Junction, CO 81506 _____ <b>Address</b>	_____ <b>Address</b>
_____ <b>Name</b>	Dave Hall _____ <b>Name</b>	_____ <b>Name</b>
_____ <b>By (Signature)</b>	 _____ <b>By (Signature)</b>	 _____ <b>By (Signature)</b>
_____ <b>Date</b>	4/29/13 _____ <b>Date</b>	5/8/13 _____ <b>Date</b>





# Pending Change Order No. 01

GJ Fire Station #2  
2827 F Road  
Grand Junction, CO 81506

Project No: 10013-03  
Tel: 970-242-9236  
Fax: 970-244-8971

PCO No. 01 PR # 1 - Add CT can

Date Sent: 4/2/2013

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Dave Hall, Project Manager  
Shaw Construction LLC  
Tel: 970-242-9236  
Fax: 970-241-5618  
Email: daveh@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

**Cost Summary for Item : 1 PR # 1 -**

Phase	Description	Quantity	Unit Price	Amount
016000- - 01	Add CT Can	1 LS	850.00	850.00
Net Total for Item 1:				\$850.00

Description	Percentage	Amount
Liability Insurance	0.97%	8.25
Warranty Reserve	0.41%	3.52
Performance Bond	1.02%	8.79
Profit	4.85%	42.22
Subtotal:		\$62.78

**Total Item #1:** \$912.78

**Time Extension:** NONE

**Grand Total PCO #01:** \$912.78

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

Signature

Date 4/2/13

Name Dave Hall, Project Manager

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature

Date 5/8/13

Name Jay Valentine,



Architecture  
Interior Design  
Project Management  
618 Reed Avenue  
Grand Junction, CO 81501  
office: 970-242-1058  
www.blythegroup.com

## PROPOSAL REQUEST

PROJECT:	Grand Junction Fire Station #2 2827 F Road Grand Junction, CO 81501	PR NUMBER: 01  DATE OF ISSUANCE: 2/18/13
OWNER:	City of Grand Junction 250 North 5 <sup>th</sup> Street Grand Junction, CO 81501	ARCHITECT: BLYTHE GROUP + co.  ARCHITECT'S PROJECT NO.: 1031-4
TO CONTRACTOR:	Shaw Construction 760 Horizon Drive Grand Junction, CO 81506	CONTRACT FOR: CONSTRUCTION  CONTRACT DATE: 9/1/11

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

**DESCRIPTION:** Please provide a proposal showing the change in cost to provide new utility current transformer cabinet on exterior of building.

On drawing ED1-1 Revise note #6 to read: "PROVIDE NEW UTILITY CURRENT TRANSFORMER CABINET ON EXTERIOR OF BUILDING."

ATTACHMENTS:

ISSUED BY:

Burke Martin  
Blythe Group +co



24-423

**Dave Hall**

**From:** Robert [Robert@griffitheelectricinc.com]  
**Sent:** Wednesday, March 06, 2013 9:33 AM  
**To:** Dave Hall  
**Subject:** Re: 1031-4 | FS2 FW: Grand Junction Fire Station #2

Hi Dave,  
 The price for the ct can is 850.00  
 Thanks Robert

Phase	16000-01
Approved	DA
Date	4/2/13
Job	10013-03
Amount	\$850.00

----- Original Message -----

**From:** Dave Hall  
**To:** 'Robert'  
**Cc:** Ray Davis  
**Sent:** Wednesday, March 06, 2013 8:47 AM  
**Subject:** FW: 1031-4 | FS2 FW: Grand Junction Fire Station #2

Robert,

Did you have a chance to review the attached and submit a price for this yet? Please send to me as soon as you can.

Thanks

Dave

**From:** Peter Icenogle [mailto:PICenogle@theblythegroup.com]  
**Sent:** Monday, February 18, 2013 1:20 PM  
**To:** Dave Hall  
**Subject:** 1031-4 | FS2 FW: Grand Junction Fire Station #2

Dave – attached is PR01 for FS2. This is per an email Bill received from Xcel Energy saying we will need to replace the CT cabinet as part of the service upgrade. I also posted this to the website. Do you know who your Super and PM on this project are? I can forward to them as well if need be.

-Peter.

**Peter Truman Icenogle**  
 Architect, A.I.A.  
 Vice President

618 Rood Avenue  
 Grand Junction, CO 81501  
 office: 970.242.1058  
 fax: 970.242.2268  
 email: [picenogle@theblythegroup.com](mailto:picenogle@theblythegroup.com)  
 website: [www.theblythegroup.com](http://www.theblythegroup.com)

**BLYTHE**  
 GROUP co.

Architecture  
 Interior Design  
 Project Management

3/6/2013



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**From:** William Marston [mailto:BillM@GVlyEngineers.com]

**Sent:** Monday, February 11, 2013 8:52 AM

**To:** Peter Icenogle

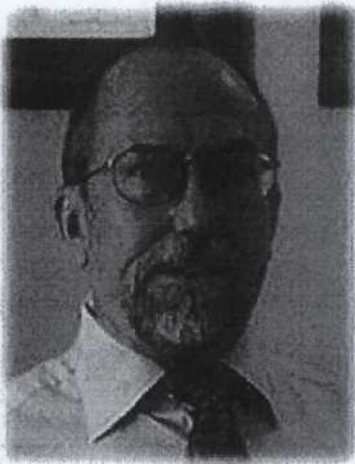
**Subject:** FW: Grand Junction Fire Station #2

Peter,

Please issue the following change to the Grand Junction Fire Station #2 project:

Drawing ED1-1 Revise Note #6 to read:

PROVIDE NEW UTILITY CURRENT TRANSFORMER CABINET ON EXTERIOR OF BUILDING...



Bill Marston, Electrical P. E.

2961 Circling Hawk Court

Grand Junction, CO 81503

Phone: (970) 256-0353

Cell: (970) 778-8558

Fax: (970) 245-6319

e-mail: billm@gvlyengineers.com

web: gvlyengineers.com

---

**From:** Price, Jon M [mailto:Jon.Price@XCELENERGY.COM]

**Sent:** Wednesday, February 06, 2013 2:42 PM

**To:** William Marston

**Cc:** Fedler, Thomas W

3/6/2013

**Subject:** RE: Grand Junction Fire Station #2

Bill, T.J. the meter man has requested that you install a new CT cabinet when you relocate the service entrance. Jon

---

**From:** William Marston [mailto:BillM@GVlyEngineers.com]

**Sent:** Tuesday, February 05, 2013 8:51 AM

**To:** Price, Jon M

**Cc:** Peter Icenogle

**Subject:** Grand Junction Fire Station #2

Jon,

We are finally going to build this project. Attached is a letter with loads, and a request to review the existing CT cabinet.



Bill Marston, Electrical P. E.  
2961 Circling Hawk Court  
Grand Junction, CO 81503  
Phone: (970) 256-0353  
Cell: (970) 778-8558  
Fax: (970) 245-6319  
e-mail: billm@gvlyengineers.com  
web: gvlyengineers.com





# Pending Change Order

## No. 02

GJ Fire Station #2  
2827 F Road  
Grand Junction, CO 81506

Project No: 10013-03  
Tel: 970-242-9236  
Fax: 970-244-8971

PCO No. 02 PR # 2 - Add Radon System

Date Sent: 4/2/2013

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Dave Hall, Project Manager  
Shaw Construction LLC  
Tel: 970-242-9236  
Fax: 970-241-5618  
Email: daveh@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

**Cost Summary for Item : 1 PR # 2 - Radon System**

Phase	Description	Quantity	Unit Price	Amount
015400- - 02	Plumbing Fixtures & Equipment	1 LS	1,633.00	1,633.00

**Net Total for Item 1:** \$1,633.00

Description	Percentage	Amount
Liability Insurance	0.97%	15.84
Warranty Reserve	0.41%	6.76
Performance Bond	1.02%	16.89
Profit	4.85%	81.12

**Subtotal:** \$120.61

**Total Item #1:** \$1,753.61

**Time Extension:** NONE

**Grand Total PCO #02:** \$1,753.61

**Total Time Extension:** NONE

**Submitted By:** Shaw Construction LLC

Signature

Date 4/2/13

Name Dave Hall, Project Manager

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature

Date

Name Jay Valentine,





Architecture  
Interior Design  
Project Management

418 Road Avenue  
Grand Junction, CO 81501  
office: 970.242.1058  
www.blythegroup.com

## PROPOSAL REQUEST

PROJECT:	Grand Junction Fire Station #2 2827 F Road Grand Junction, CO 81501	PR NUMBER: 02  DATE OF ISSUANCE: 3/12/13
OWNER:	City of Grand Junction 250 North 5 <sup>th</sup> Street Grand Junction, CO 81501	ARCHITECT: BLYTHE GROUP + co.  ARCHITECT'S PROJECT NO.: 1031-4
TO CONTRACTOR:	Shaw Construction 760 Horizon Drive Grand Junction, CO 81506	CONTRACT FOR: CONSTRUCTION  CONTRACT DATE: 9/1/11

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

**DESCRIPTION:** Please provide a proposal showing the change in cost to provide an under slab radon vent system.

Install a Radon vent system below the new slab on grade as shown in the attached drawings SKM1 and SKM2.

ATTACHMENTS: SKM1, SKM2

ISSUED BY:

Burke Martin  
Blythe Group +co

#### NOTES:

SUB-SLAB DEPRESSURIZATION SYSTEM IS FOR RADON GAS MITIGATION.

SEAL ALL SLAB PENETRATIONS WITH POLYURETHANE CAULK.

SEAL ALL JOINTS IN SLAB WITH POLYURETHANE CAULK.

SEAL ALL JOINT BETWEEN SLAB AND FOUNDATION WITH POLYURETHANE CAULK.

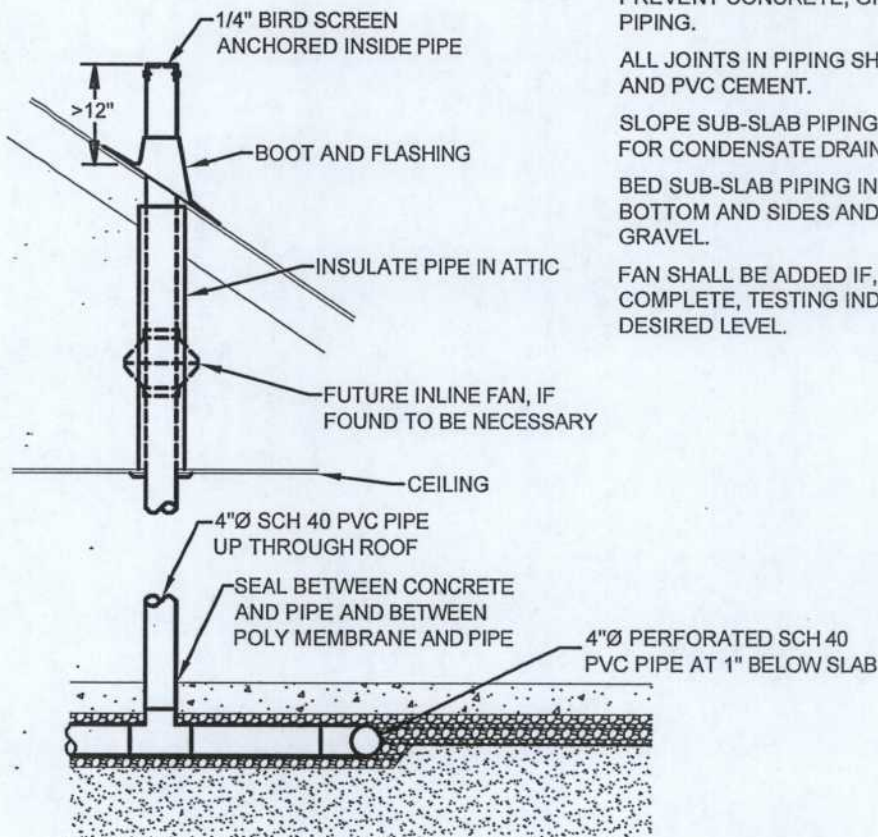
PREVENT CONCRETE, GRAVEL AND DEBRIS FROM ENTERING PIPING.

ALL JOINTS IN PIPING SHALL BE JOINED USING PVC PRIMER AND PVC CEMENT.

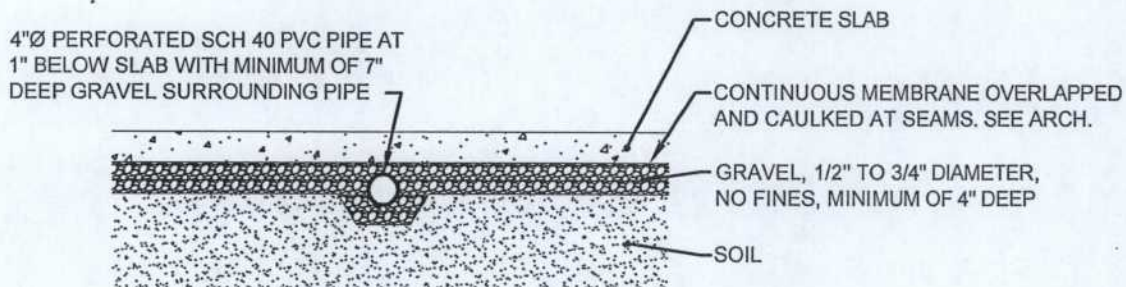
SLOPE SUB-SLAB PIPING 1/8" PER FT TOWARD CAPPED ENDS FOR CONDENSATE DRAINAGE.

BED SUB-SLAB PIPING IN MINIMUM OF 2" OF GRAVEL ON BOTTOM AND SIDES AND COVER WITH MINIMUM OF 1" GRAVEL.

FAN SHALL BE ADDED IF, AFTER CONSTRUCTION IS COMPLETE, TESTING INDICATES LEVEL EXCEEDS OWNER'S DESIRED LEVEL.



SECTION A



SECTION B

## SUB-SLAB DEPRESSURIZATION SYSTEM DETAILS

SCALE: 1/2" = 1'-0"

**BLYTE**  
GROUP co.

ecture  
or Design  
ect Management

618 Road Avenue  
Grand Junction, CO 81501  
office: 970.242.1058  
www.blythegroup.com

FIRE STATION NO. 2 ADDITION  
AND RENOVATION

SUB-SLAB DEPRESSURIZATION  
SYSTEM DETAILS

PROJECT #: 1031-4

DATE 03/11/13

SKM2





581 N. Commercial Dr.  
Grand Junction, CO 81505  
970/245-0171 -- Fax 970/245-3855  
www.cookeys.com

Phase	16000-02
Approved	D#
Date	4/2/13
Job	100B-03
Amount	\$1,633

## CHANGE ORDER

To: Shaw Construction

Date: 3/26/2013  
Arch. Project#: 1031-4  
Grand Junction Fire Station #2  
SKM1, SKM2  
CO#1

Attn: Ray Davis

### Description of Change:

1. Install 4" perforated pipe for radon system.

Labor: 10@ \$55.00	\$550.00
Excavation & Backfill:	\$600.00
Material	\$335.00
10% Overhead & Profit	\$148.00
Total this change	\$1,633.00

The Original Contract Sum-----	\$42,400.00
Net change by previously approved change orders-----	\$0.00
The contract sum prior to this change order-----	\$42,400.00
The contract sum will be increased/decreased by-----	1,633.00
The new contract sum including this change order-----	\$44,033.00

This change order becomes part of and is subject to all of the terms, conditions, and provisions of the above referenced subcontract.

This change order is not valid until signed by both parties below.

Contractor \_\_\_\_\_

Date \_\_\_\_\_



Cookey's Mechanical, Inc.  
Jason Savageau



## Pending Change Order No. 03

GJ Fire Station #2  
2827 F Road  
Grand Junction, CO 81506

Project No: 10013-03  
Tel: 970-242-9236  
Fax: 970-244-8971

PCO No. 03 PR # 3 - Modify kitchen area for refrigerators

Date Sent: 4/23/2013

**Transmitted To:**

Jay Valentine,  
Grand Junction, City of  
PO Box 1809  
Grand Junction, CO 81502-1809

**From:**

Dave Hall, Project Manager  
Shaw Construction LLC  
Tel: 970-242-9236  
Fax: 970-241-5618  
Email: daveh@shawconstruction.net

**PCO Expiration Date:**

**Description of Proposal:**

**Cost Summary for Item : 1 PR # 3 Add outlets for refr.**

Phase	Description	Quantity	Unit Price	Amount
011000- - 03	Refrigerator by Owner	1 LS	-6,678.00	-6,678.00
016000- - 03	Electrical	1 LS	450.00	450.00
Net Total for Item 1:				\$-6,228.00

Description	Percentage	Amount
	Subtotal:	\$0.00

**Total Item #1: \$-6,228.00**

**Time Extension: NONE**

**Grand Total PCO #03: \$-6,228.00**

**Total Time Extension: NONE**

**Submitted By:** Shaw Construction LLC

Signature

Date 4/23/13

Name Dave Hall, Project Manager

**Authorized By:** Grand Junction, City of

I authorize Shaw Construction to proceed with the work noted above and agree to pay for the work.

Signature

Date 5/8/13

Name Jay Valentine,



## PROPOSAL REQUEST

PROJECT:	Grand Junction Fire Station #2 2827 F Road Grand Junction, CO 81501	PR NUMBER: 03  DATE OF ISSUANCE: 03/14/13
OWNER:	City of Grand Junction 250 North 5 <sup>th</sup> Street Grand Junction, CO 81501	ARCHITECT: BLYTHE GROUP + co.  ARCHITECT'S PROJECT NO.: 1031-4
TO CONTRACTOR:	Shaw Construction 760 Horizon Drive Grand Junction, CO 81506	CONTRACT FOR: CONSTRUCTION  CONTRACT DATE: 9/1/11

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within 10 days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.


THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

**DESCRIPTION:** Please provide a proposal showing the change in cost to add outlets for refrigerators and have the freezer and refrigerators furnished by owner.

- SHAW ✓ 1. The commercial refrigerator will be replaced by 3 residential refrigerators furnished by owner. Reference sketches SK(A1-1)1, SK(A5-1)1 and SK(A5-1)2.
- GRIFITH ✓ 2. Install 2 additional outlets for the additional refrigerators. Reference sketches SK(E2-1)1 and SK(E4-1)1.
- DELCO 3. The casework on the south wall of the kitchen will be mirrored. Reference sketches SK(A5-1)1 and SK(A5-1)2.
- GRIFITH ✓ 4. The outlets for the microwaves currently located on the east side of the window have been deleted. Verify existing outlets west of the window are in correct location to be used for microwaves. Reference sketches SK(E2-1)1.
- ✓ 5. The freezer will now be furnished by owner. Reference sketches SK(A1-1)1 and SK(A5-1)1.

ATTACHMENTS: SK(A1-1)1, SK(A5-1)1, SK(A5-1)2, SK(E2-1)1 and SK(E4-1)1

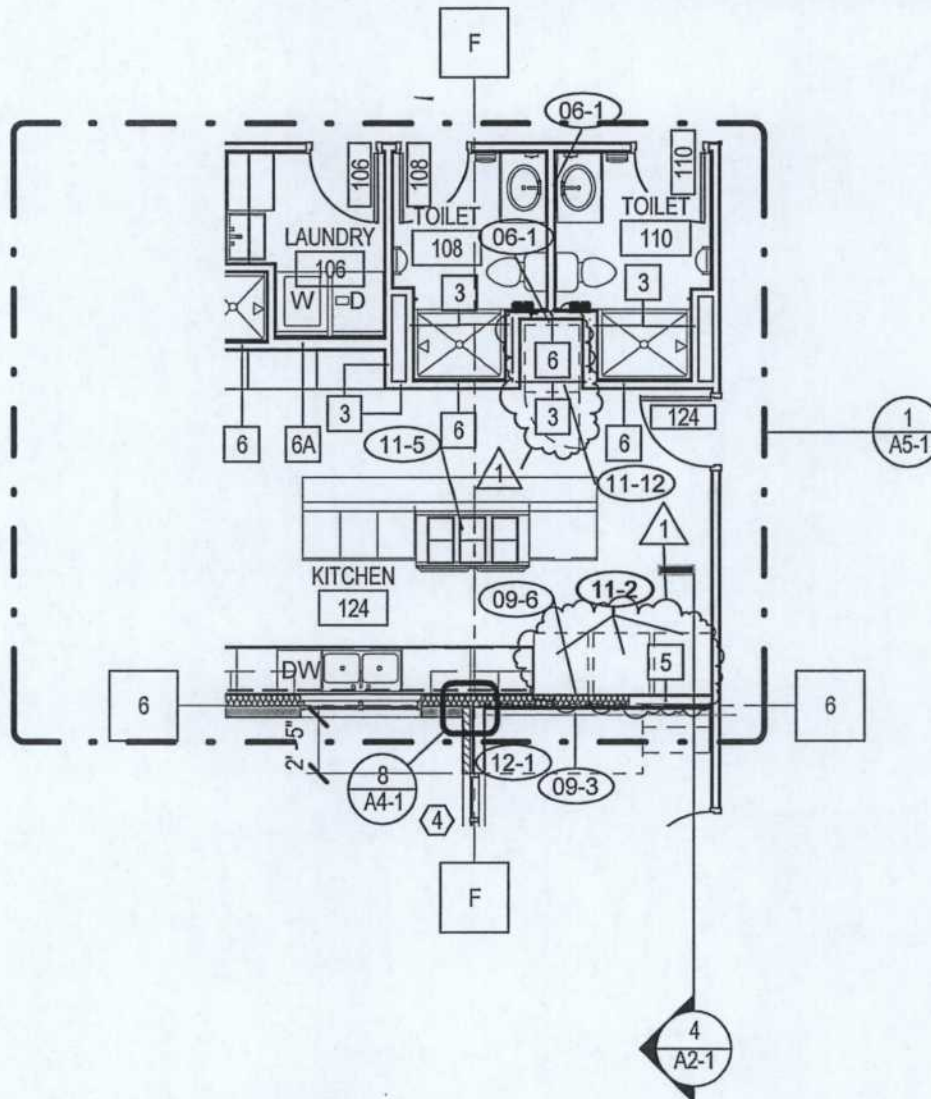
ISSUED BY:

  
Blythe Group +co



# KEYNOTE LEGEND

06-1	REPAIR SUBFLOOR AS REQUIRED WHERE PLUMBING FIXTURES HAVE BEEN REMOVED
09-3	GWB OVER EXISTING SHEATHING
09-6	5/8" TYPE X GWB ON THE EXISTING STUDS
11-2	REFRIGERATOR FBO (REF ELEC)
11-5	RANGE OVEN REF A1-5G & P1-5G
11-12	FREEZER FBO (REF ELEC)
12-1	CASEWORK FBO, CONTRACTOR INSTALLED



**FIRST FLOOR PLAN**  
1/8" = 1'-0"

**BLYTHE**  
GROUP co.

Structure  
for Design  
Project Management  
618 Road Avenue  
Grand Junction, CO 81501  
offices: 970.242.1058  
www.theblythegroup.com

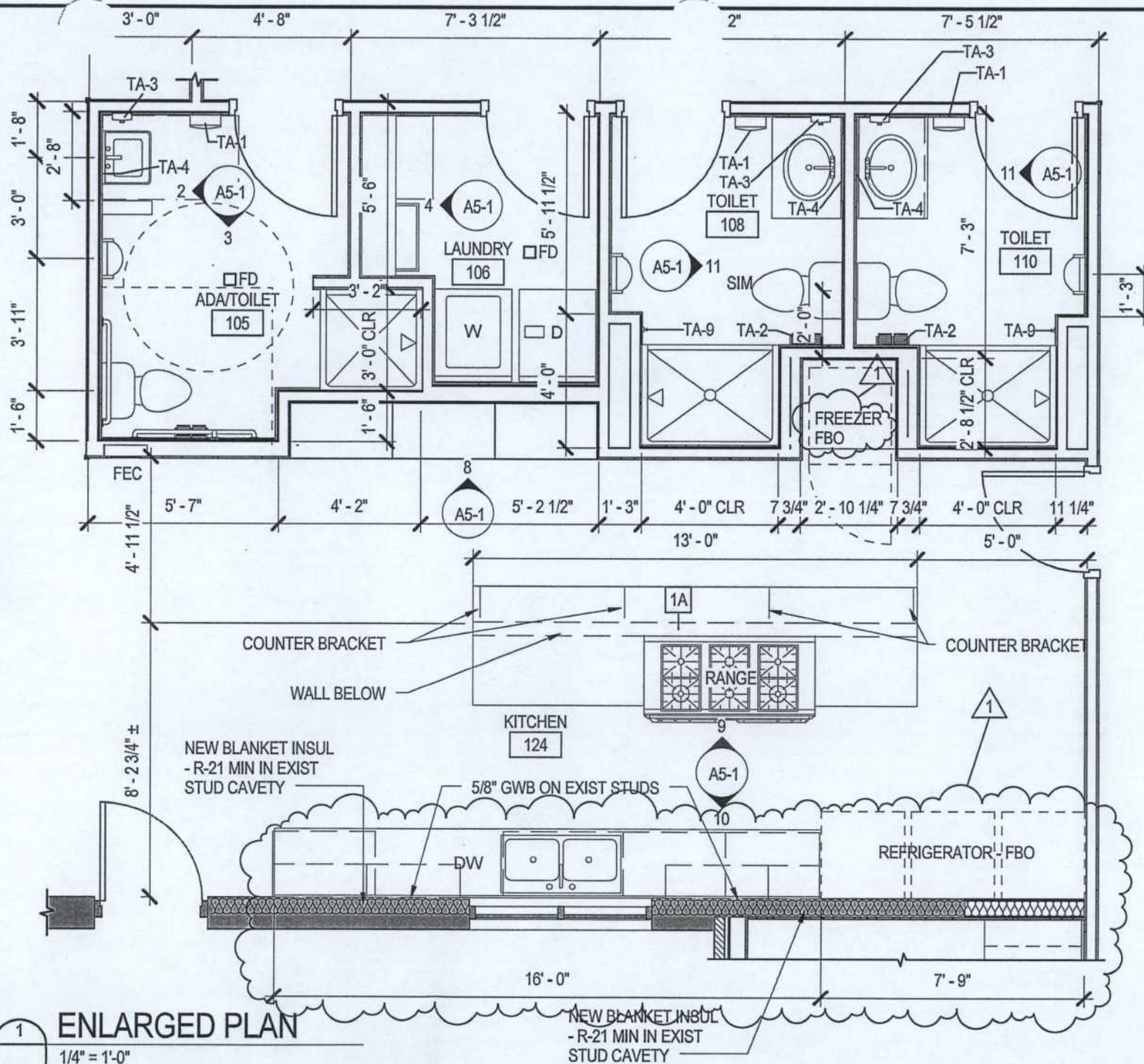
**FIRE STATION NO. 2 ADDITION  
AND RENOVATION**

PR-03

PROJECT #: 1031-4

DATE 03/11/13

**SK(A1-1)-1**



PR-03

FIRE STATION NO. 2 ADDITION  
AND RENOVATION

**BLYTE**  
GROUP co.

Architecture  
Interior Design  
Project Management  
618 Road Avenue  
Grand Junction, CO 81501  
office: 970.242.1058  
www.blythegroup.com

PROJECT #:

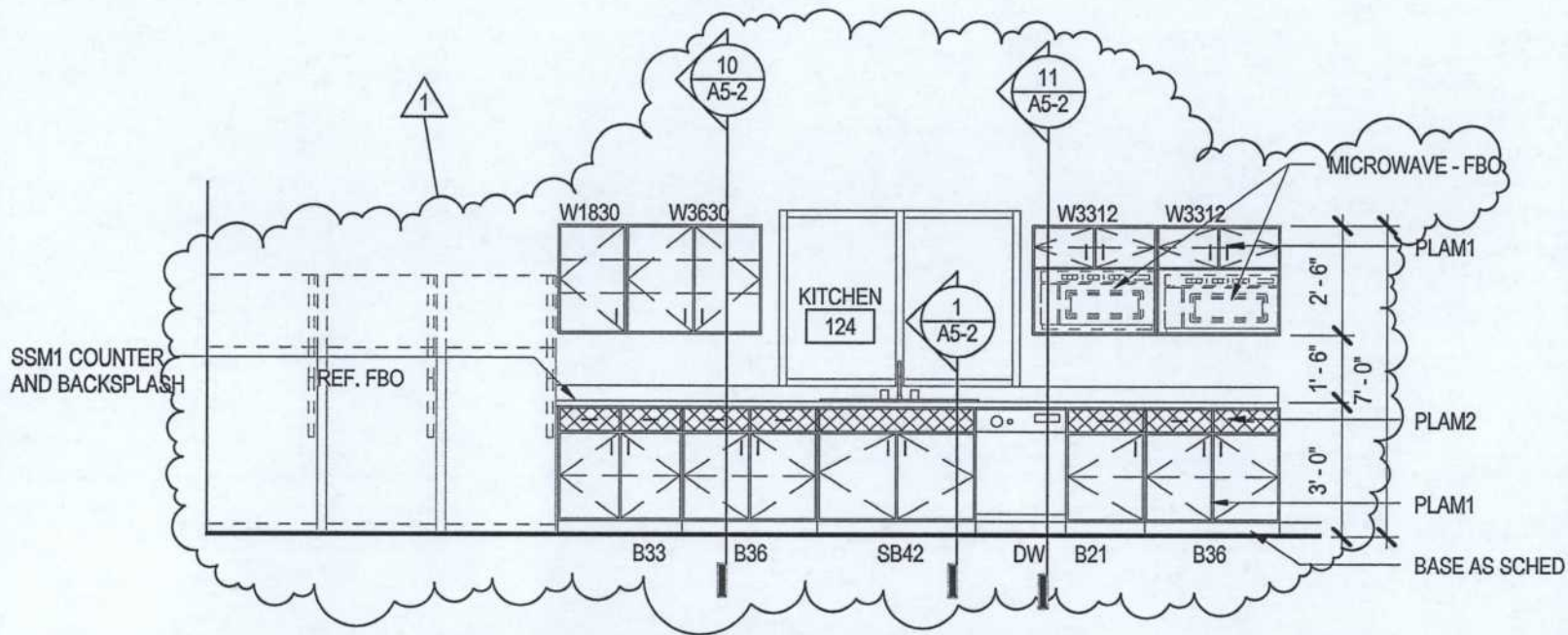
1031-4

DATE

03/07/13

SK(A5-1)-1





# INTERIOR ELEVATION

1/4" = 1'-0"

PR-03

FIRE STATION NO. 2 ADDITION  
AND RENOVATION

**BLYTHE**  
GROUP co.

Architecture  
Interior Design  
Project Management  
618 Road Avenue  
Grand Junction, CO 81501  
Office 970.243.1059  
www.blythegroup.com

1031-4

PROJECT #:

03/11/13

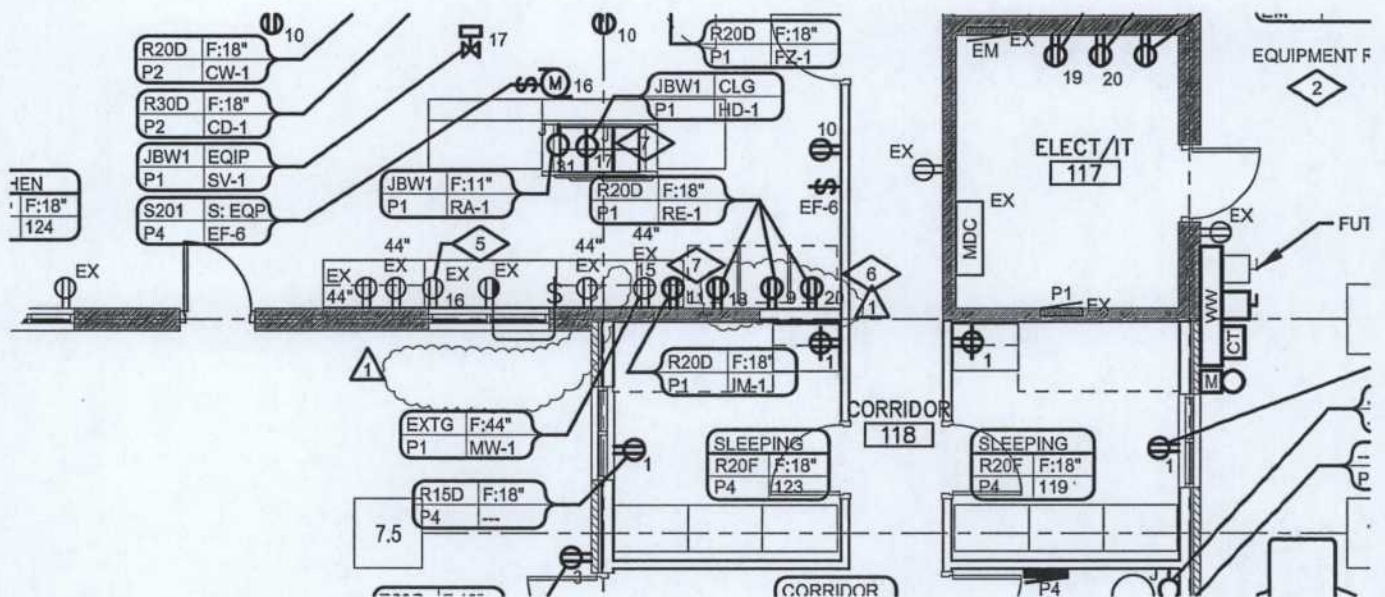
DATE

SK(A5-1)-2



## NOTES REFERENCED ON THE PLANS

- 1 RELOCATE EXISTING PANEL "P3" EXTENDING FEEDER AND BRANCH CIRCUITS TO NEW LOCATION.
- 2 WIRE TO EXISTING PANEL INDICATED. INSTALL A 30A SINGLE POLE BREAKER FOR THIS LOAD. CONFIRM OUTLET LOCATION PRIOR TO ROUGH-IN.
- 3 CONNECT TO EXISTING CIRCUIT IN THIS AREA.
- 4 RECONNECT TO EXISTING WASHER AND DRYER CIRCUITS REMOVED IN DEMOLITION PHASE.
- 5 CONNECT NEW DISHWASHER TO EXISTING DISHWASHER CIRCUIT IN PANEL P1.
- 6 CONNECT ONE NEW REFRIGERATOR TO EXISTING REFRIGERATOR CIRCUIT IN PANEL P1, AND THE OTHER TWO TO PANEL P4.
- 7 CONNECT NEW EQUIPMENT TO EXISTING 20A 1P BREAKER IN PANEL P1. REVISE DESCRIPTION OF BREAKERS IN PANEL TO MATCH NEW EQUIPMENT.
- 8 INSTALL A 20 AMP SINGLE POLE BREAKER IN EXISTING PANEL P2 CIRCUIT LOCATION 30 AND WIRE NEW ICE MACHINE TO THIS BREAKER.
- 9 WIRE CORRIDOR RECEPTACLES TO SPARE BREAKER IN PANEL "P1".



## POWER PLAN

## REQUIRED OPTIONS &amp; ACCESSORIES:

COPPER BUS  
FLUSH MOUNTING  
10000 AIC

## REQUIRED OPTIONS &amp; ACCESSORIES:

GROUND BUS

	#/VA	AMPS		AMPS	#/VA	LOAD TYPE AND CIRCUIT DESCRIPTION
	1 1080	20		20	2 1000	EQUIPMENT: MW-1 MICROWAVE
CH RM	3 720	20		20	4 555	LIGHTING: EXERCISE, MECH RM, CORRIDORS, SLEEP 119 & 123,
	5 360	20		20	6 360	OUTLET: EXERCISE
	7 360	20		20	8 360	OUTLET: EXERCISE
	9 3360	40		30	10 2172	EQUIPMENT: CU-2 CONDENSER
	11 3360				12 2172	EQUIPMENT: ---
HP)	13 1840	20		20	14 1588	EQUIPMENT: FR-2 FURNACE, GAS (.75 HP)
2, ELECTRIC	15 1500	20		20	16 1127	EQUIPMENT: EF-6 EXHAUST FAN, KITCHEN HOOD (1/2HP)
	17 1200	20		20	18 1127	EQUIPMENT: RE-1 REFRIGERATOR
	19 1200	20		20	20 1127	EQUIPMENT: RE-1 REFRIGERATOR
	21 1200	20		20	22 1200	SPARE: UNALLOCATED FUTURE
	23 1200	20		20	24 1200	SPARE: UNALLOCATED FUTURE
	25 0				26 0	SPACE: ---
	27 0				28 0	SPACE: ---
	29 0				30 0	SPACE: ---
	31 0				32 0	SPACE: ---
	33 0				34 0	SPACE: ---
	35 0				36 0	SPACE: ---

## PANEL SCHEDULE P4



### FIRE STATION NO. 2 ADDITION AND RENOVATION

PR-03

REVISE REFRIGERATOR CIRCUITS

PROJECT #: 1031-4

DATE 3/14/13

SK(E4-1)-1