

DEVELOPMENT IMPROVEMENTS AGREEMENT

Planning File No. SSU-2012-420

1. **Parties:** The parties to this Development Improvements Agreement ("Agreement") are **Colorado West Healthcare System dba Community Hospital** ("Developer") and the **City of Grand Junction, Colorado** ("City").

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

2. **Effective Date:** The Effective Date of the Agreement shall be the date that it is signed by the Public Works & Planning Director, which shall be no sooner than recordation of the final plat or final plan approval whichever first occurs.

RECITALS

The Developer seeks permission to develop property, described on Exhibit A attached and incorporated by this reference ("the Property" or "Property"). The Property, known as **Community Health and Wellness Subdivision** has been reviewed and approved under Planning file number: **SSU-2012-420** ("Development" or "the Development").

The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements to the Property and limiting the harmful effects of substandard development.

A further purpose of this Agreement is to protect the City from the cost of completing necessary improvements itself; this Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owner(s), purchaser(s) or user(s) of the Property.

The mutual promises, covenants and obligations contained in this Agreement are authorized by state law, the Colorado Constitution and City's land development ordinances and regulations.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer shall design, construct and install, at its own expense, those on-site and off-site improvements listed on Exhibit B attached and incorporated by this reference ("Improvements" or "the Improvements").

3a. On and after the Effective Date of this Agreement the Developer agrees to pay the City for its Administration and Inspection of the Development. The hourly rate for those services is \$45.00/hour. Administration and Inspection includes but is not limited to the time expended by the City's planner, engineer, construction inspector and attorney in directing, advising, correcting and enforcing by means other than litigation, this agreement and/or the approved development plan. Making disbursements and calling/collecting Guarantees are Administration and Inspection services and shall be charged at \$45.00/hour. See, paragraph 19 concerning attorneys'/ litigation fees.

3b. The scope of this project is such that the City may have to engage independent consultants(s) to adequately provide inspection services; Developer agrees to pay such costs, in addition to all others for which Developer is responsible hereunder.

3c. The Developer's obligation to complete the Improvements is and shall be independent of any obligations of the City contained herein.

4. **Security:** To secure the performance of its obligations under this Agreement the Developer shall supply a guarantee. The Developer is required to post security in an amount of \$ **1,146,071** (120% of the amount for the Improvements) in a form and with terms acceptable to the City ("Guarantee"). The Guarantee shall be in the form of a cash deposit made to the City, a letter of credit or a disbursement agreement in a form and with content approved by the City Attorney. The Guarantee specific to this Agreement is attached as Exhibit C and is incorporated by this reference as if fully set forth.

Select one: Escrow Agreement

5. **Standards:** The Developer shall construct the Improvements according to the City's standards and specifications.

6. **Warranty:** The Developer shall warrant the Improvements for one year following Acceptance by the City. "Warrant" or "Warranty" as used herein means the Developer shall take such steps and incur such costs as may be needed so that the Improvements or any portion or phase thereof as repaired and/or replaced, shall comply with the Development's construction plans and/or site plan, City standards and specifications at the end of the warranty period. The Developer shall warrant each repaired and/or replaced Improvement or any portion or phase thereof for one year following Acceptance of such repair and/or replacement.

6a. Upon Acceptance the Developer shall provide a Maintenance Guarantee in an amount of \$ **191,011** (Line G2, Exhibit B, City Security).

6b. The Maintenance Guarantee shall be secured by a letter of credit, cash escrow or other form acceptable to the City.

7. **Commencement, Completion and Abandonment Periods:** The Developer shall commence work on the Improvements within 30 days from the Effective Date of this Agreement; that date is known as the "Commencement Date."

7a. The Developer shall complete the Improvements by the end of the twelfth month from the Effective Date of this Agreement; that date is known as the "Completion Date."

7b. The Developer shall not cease construction for any period of more than 60 consecutive days. If construction is ceased for 60 or more consecutive days the Director may deem the Development abandoned ("the Abandonment Period").

7c. The Commencement date and the Completion Date are as follows:

Commencement Date: Dec 3, 2012

Completion Date: Jun 3, 2013

8. **Compliance with Law:** The Developer shall comply with all applicable federal, state and local laws, ordinances and regulations when fulfilling its obligations under their Agreement. When necessary to protect the public health, safety or welfare, the Developer shall be subject to laws, ordinances and regulations that become effective after the Effective Date.

9. **Notice of Defect:** The Developer by and through his/her/its engineer shall provide timely written notice to the issuer of the Guarantee and the Director when the Developer and/or his/her/its engineer has knowledge, that an Improvement or any part or portion of any Improvement either does not conform to City standards or is otherwise defective.

9a. The Developer shall correct all non-conforming construction and/or defects within thirty (30) days from the issuance of the notice by his/her/its engineer of a/the defect.

10. **Acceptance of Improvements:** The City shall not accept and/or approve any or all of the Improvements until the Developer presents a document or documents for the benefit of the City showing that the Developer owns the Improvements in fee simple, or as accepted by the City Attorney, and that there are no liens, encumbrances or other restrictions on the Improvements other than those that have been accepted by the City Attorney.

10a. Approval and/or acceptance of any Improvement(s) does not constitute a waiver by the City of any right(s) that it may have on account of any defect in or failure of the Improvement that is detected or which occurs after approval and/or acceptance.

10b. Acceptance by the City shall only occur when the City Engineer, sends a writing to such effect ("Acceptance").

11. **Reduction of Security:** Upon Acceptance of any Improvement(s) the amount which the City is entitled to draw on the Guarantee shall be reduced by an amount of **\$955,059** (Line G1, Exhibit B, Total Improvement Costs).

11a. At the written request of the Developer, the City shall execute a certificate verifying Acceptance of the Improvement and thereafter waiving its right to draw on the Guarantee to the extent of such amount. A Developer in default under this Agreement has no right to such certification.

12. **Use of Proceeds:** The City shall use funds deposited with it, drawn or guaranteed pursuant to this Agreement only for the purpose of completing the Improvements or correcting defects in or failure of the Improvements or paying Administration and Inspection fees.

13. **Events of Default:** The following conditions, occurrences or actions shall constitute

a default by the Developer:

13a. Developer's failure to complete each portion of the Improvements on or before the Completion Date;

13b. Developer's failure to demonstrate reasonable intent to correct defective construction of any Improvements within the applicable warranty period;

13c. Developer's insolvency, the appointment of a receiver for the Developer or the filing of a voluntary or involuntary petition in bankruptcy respecting the Developer. In such event the City may immediately declare a default without prior notification to the Developer;

13d. Notification to the City, by any lender with a lien on the Property, of a default by Developer on any obligation to such lender. In such event, the City may immediately declare a default without prior notification to the Developer.

13e. With regard to the Property or any portion thereof: initiation of any foreclosure action regarding any lien or encumbrance; or initiation of mechanics lien(s) procedure(s); or assignment or conveyance of the Property in lieu of foreclosure. In such event the City may immediately declare a default without prior notification to the Developer.

13f. Notification to the City from the bank issuing the Guarantee that it will not renew the Guarantee at a time when security is still required hereunder and no substitute collateral acceptable to the City has been provided by the Developer.

13g. Except as provided, the City may not declare a default until written notice has been sent to the Developer at the address shown in the development file. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

14. Measure of Damages: The measure of damages for breach of this Agreement by the Developer shall be the reasonable cost of satisfactorily completing the Improvements, plus reasonable expenses. Expenses may include but are not limited to contracting costs, collection costs and the value of planning, engineering, legal and administrative staff time devoted to the collection/completion of the Improvements. For Improvements upon which construction has not begun, the estimated costs of the Improvements as shown on Exhibit B shall be *prima facie* evidence of the minimum cost of completion; however, the maximum amount of the Developer's liability shall not be established by that amount or the amount of the Guarantee.

15. City's Rights Upon Default: When any event of default occurs, the City may draw on the Guarantee or proceed to collect any other security to the extent of the face amount of the Guarantee less eighty percent (80%) of the estimated cost (as shown on Exhibit B) of all Improvements for which the City has given its Acceptance and no warranty work is reasonably required. The City may also exercise its rights to disbursement of loan proceeds or other funds under the City improvements disbursement agreement.

15a. The City shall have the right to complete Improvements itself or it may contract with a third party for completion.

15b. The Developer grants to the City, its successors, assigns, agents, contractors and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining, inspecting and repairing the Improvements.

15c. The City may assign the proceeds of the Guarantee or other funds or assets that it may receive in accordance with this Agreement to a subsequent developer or lender that has acquired the Property by purchase, foreclosure or otherwise.

15d. That developer or lender shall then have the same rights of completion as the City if and only if the subsequent developer or lender agrees in writing to complete or correct the Improvements and provides to the City reasonable security for that obligation.

15e. These remedies are cumulative in nature and are in addition to any other remedies the City has at law or in equity.

16. Indemnification: The Developer expressly agrees to indemnify and hold the City, its officers, employees, agents and assigns ("City") harmless from and against all claims, costs and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with or on account of the performance or non-performance of work at the Property and/or the Improvements and/or the Development that is being done pursuant to this Agreement.

16a. The Developer further agrees to aid and defend the City in the event that the City and/or the Improvements is named as a defendant in an action concerning the performance of work pursuant to this Agreement except for a suit wherein the Developer states claim(s) against the City.

16b. The Developer is not an agent, partner, joint venturer or employee of the City.

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

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

19. Attorney's Fees: Should either party be required to resort to litigation to enforce the terms of this Agreement, the prevailing party, plaintiff or defendant, shall be entitled to

costs, including reasonable attorney's fees and expert witness fees, from the opposing party. The City shall be entitled to claim the value of its in-house attorneys at the rate of \$125.00 per hour. If relief is awarded to both parties the attorney's fees may be equitably divided between the parties by the decision maker.

20. Vested Rights: This Agreement does not guarantee, represent or certify that the Developer is entitled to any other approval(s) required by the City, before the Developer is entitled to commence development beyond the scope of this Agreement or to transfer ownership of the Property being developed.

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

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

23. Time: For the purpose of computing the Abandonment Period and Commencement and Dates, such times in which war, civil disasters or acts of God occurs or exist shall not be included if such prevents the Developer or City from performing its obligations under the Agreement. The Developer must notify the City in writing if/when it asserts impossibility of performance under this paragraph. The City may reject the Developer's assertion, if it finds, in writing that the condition(s) that the Developer asserts do not exist.

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

25. Benefits: The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the City. Such approval may not be unreasonably withheld but any unapproved assignment is void.

25a. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also shall be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with the Property.

25b. There is no prohibition on the right of the City to assign its rights under this Agreement.

25c. Upon written request from the Developer the City shall expressly release the original Developer's Guarantee and/or contract obligations if it accepts new security from any developer or lender who obtains the Property, however, no other act of the City shall constitute a release of the original Developer from his liability under this Agreement.

25d. When the City has issued its Acceptance regarding the Improvements, the City agrees to state the same in writing, with appropriate acknowledgments.

25e. The City shall sign a release only after all warranty periods, as extended by litigation, repair or alteration work, have expired.

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

If to Developer:	Chris Thomas/Colorado West Health-care System dba Community Hospital	Name/Developer/Company (continued)
	2021 N 12 Street	Address (Street and Mailing) Address (continued)
	Grand Junction, CO 81505	City, State & Zip Code
	970-256-6200	Telephone Number
		Fax Number
	cthomas@gjhosp.org	E-mail Address

If to City: Office of the City Attorney
250 North 5th Street
Grand Junction, CO 81501

CC: Public Works & Planning Department
250 North 5th Street
Grand Junction, CO 81501

27. **Recordation:** Developer shall pay the costs to record a memorandum of this Agreement (Exhibit D) in the records of the Mesa County Clerk and Recorder's Office. The Developer may, at his/her/its option record the entire agreement.

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

29. **Personal Jurisdiction and Venue:** Personal jurisdiction and venue for any action commenced by either party to this Agreement whether arising out of or relating to the Agreement, the Guarantee, the Maintenance Guarantee or any action based arising out of or under this Agreement shall be deemed to be proper only if such action is commenced in Mesa County, Colorado.

29a. The Developer expressly waives his/her/its right to bring such action in or to remove such action to any other court whether state or federal.

30. **Liability before Acceptance:** The City shall have no responsibility or liability with respect to any street or other Improvement(s), notwithstanding the use of the same by the public, unless the street or other Improvement shall have received Acceptance by the City.

30a. If the City allows a street to be constructed in stages, the Developer of the first one-half street opened for traffic shall construct the adjacent curb, gutter and sidewalk in the standard location and shall construct the required width of pavement from the

edge of gutter on the side of the street nearest the property to enable an initial two way traffic operation without on-street parking.

30b. Developer shall also construct and pay for end-transitions, intersection paving, drainage facilities and adjustments to existing utilities necessary to open the street to traffic.

30c. The City shall not issue its written Acceptance with regard to any Improvement(s) including any street, storm drainage facility, sewer, water facility or other required Improvement(s), until the Developer:

- (i) furnishes to the City Engineer as-built drawings in reproducible form, blue line stamped and sealed by a professional engineer and in computer disk form and copies of results of all construction control tests required by City specification;
- (ii) provides written evidence to the City Engineer under signature of a qualified expert that the earth, soils, lands and surfaces upon in and under which the Improvement(s) have been constructed or which are necessary for the Improvements are free from toxic, hazardous and other regulated substances or materials;
- (iii) provides written evidence to the City Attorney that the title to lands underlying the Improvements are free and clear from all liens and encumbrances, except those items and encumbrances which may be approved in writing by the City Attorney; and
- (iv) provides written evidence, certified by the Developer's engineer, that the work was systematically inspected and tested and that the materials and the compaction of the materials that are required to be compacted, were in conformance with City-approved plans and specifications.

By:

Chris Thomas 12-7-12
 Developer's Signature Date

Developer's Name: Chris Thomas

Corporate Attest:

David J. Quinney, CCO 12-7-12
 Name Date

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501

[Signature] 12.7.12
 Public Works & Planning Dept. Date

Type legal description below.

EXHIBIT A

The NW 1/4 of the NE 1/4 of Section 5, Township 1 South, Range 1 West of the Ute Meridian, County of Mesa, State of Colorado

**EXHIBIT B
IMPROVEMENTS COST ESTIMATE**

Date: November 1, 2012

Development Name: Community Hospital Simple Subdivision Phase I

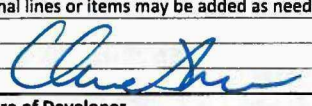

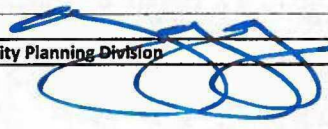
Location: 2373 G Road

Printed Name of Person Preparing the Estimate: Mark Austin, Austin Civil Group, Inc.

#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL	ITEM TOTAL
SANITARY SEWER						\$279,080.00
	10" SEWER PIPE (SDR 26 PVC)	4622	LF	\$33.00	\$152,526.00	
	8" SEWER PIPE	252	LF	\$29.00	\$7,308.00	
	6" SEWER PIPE	233	LF	\$24.00	\$5,592.00	
	4-FT DIA SANITARY MANHOLES	16	EA	\$3,000.00	\$48,000.00	
	CONNECTION TO EXISTING MANHOLE	1	LS	\$3,000.00	\$3,000.00	
	FLOWABLE FILL	30	CY	\$110.00	\$3,300.00	
	DE-WATERING TRENCH	1	LS	\$5,000.00	\$5,000.00	
	GRANULAR STABILIZATION (1/2 Total Length of 10")	1155.5	TON	\$16.00	\$18,488.00	
	IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	1155.5	TON	\$12.00	\$13,866.00	
	TRAFFIC CONTROL	1	LS	\$5,000.00	\$5,000.00	
	CDOT PERMITTING	1	LS	\$3,000.00	\$3,000.00	
	LANOSCAPE/ IRRIGATION REPAIRS	1	LS	\$8,000.00	\$8,000.00	
	ASPHALT ORIVEWAY PATCHWORK	2	LS	\$3,000.00	\$6,000.00	
	CONCRETE ENCASEMENT		LF		\$0.00	
	TRENCH STABILIZATION		CY		\$0.00	
WATER MAIN						\$179,977.00
	10" WATER MAIN	1651	LF	\$25.00	\$41,275.00	
	8" WATER MAIN	1362	LF	\$21.00	\$28,602.00	
	6" WATER MAIN	420	LF	\$20.00	\$8,400.00	
	10" WATER VALVES	9	EA	\$1,300.00	\$11,700.00	
	8" WATER VALVES	5	EA	\$1,200.00	\$6,000.00	
	6" WATER VALVES	13	EA	\$1,100.00	\$14,300.00	
	FIRE HYDRANTS	10	EA	\$3,900.00	\$39,000.00	
	BLOW OFF ASSEMBLY	2	EA	\$500.00	\$1,000.00	
	GRANULAR STABILIZATION		TON	\$16.00	\$0.00	
	IMPORTED TRENCH BACKFILL		TON	\$12.00	\$0.00	
	TRAFFIC CONTROL (G ROAD)	1	LS	\$4,000.00	\$4,000.00	
	ASPHALT PATCHWORK (Road)	1	LS	\$6,000.00	\$6,000.00	
	WET TAP	2	EA	\$7,000.00	\$14,000.00	
	FLOW FILL	1	LS	\$4,500.00	\$4,500.00	
	DISSINFECTION / FLUSHING / TESTING	1	LS	\$1,200.00	\$1,200.00	
STORMWATER SYSTEM						\$180,119.33
	18" PIPE	283	LF	\$35.00	\$9,905.00	
	24" PIPE	779	LF	\$49.00	\$38,171.00	
	30" PIPE	21	LF	\$100.00	\$2,100.00	
	24"X38" Ellipical RCP	39	LF	\$160.00	\$6,240.00	
	36" PIPE		LF	\$78.00	\$0.00	
	42" PIPE	93	LF	\$120.00	\$11,160.00	
	48" PIPE		LF	\$100.00	\$0.00	
	54" PIPE		LF	\$125.00	\$0.00	
	60" PIPE		LF	\$160.00	\$0.00	
	18" FES	1	EA	\$410.00	\$410.00	
	24" FES		EA	\$450.00	\$0.00	
	30" FES		EA	\$600.00	\$0.00	
	36" FES		EA	\$800.00	\$0.00	
	42" FES	1	EA	\$1,000.00	\$1,000.00	
	48" FES		EA	\$1,000.00	\$0.00	
	54" FES		EA	\$2,500.00	\$0.00	
	60" FES		EA	\$2,800.00	\$0.00	
	GRANULAR STABILIZATION (1/2 Length of 30")		TON	\$16.00	\$0.00	
	IMPORTED TRENCH BACKFILL (1/2 Length of 30")		TON	\$12.00	\$0.00	
	4'-DIA MANHOLE (For Max 18" Pipe)	3	EA	\$3,500.00	\$10,500.00	
	5' DIA MANHOLE (21"-30" Pipe)	3	EA	\$3,800.00	\$11,400.00	
	6' DIA MANHOLE (36" PIPE)		EA	\$5,200.00	\$0.00	
	54" to 60" TRANSITION FITTING		EA	\$5,000.00	\$0.00	
	54" TEE MANHOLE		EA	\$6,500.00	\$0.00	
	60" TEE MANHOLE		EA	\$7,500.00	\$0.00	

#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL	ITEM TOTAL
	Retention Pond Excavation	19259	CY	\$3.00	\$57,777.78	
	Retention Pond Fine Grading	11556	SY	\$1.00	\$11,555.56	
	Outlet Structure		LS	\$10,000.00	\$0.00	
	Erosion Protection	1	LS	\$2,500.00	\$2,500.00	
	Single Inlet	1	EA	\$2,500.00	\$2,500.00	
	Double Inlet	1	EA	\$5,400.00	\$5,400.00	
	CDOT Type R	1	EA	\$9,500.00	\$9,500.00	
	Area Inlet		EA	\$2,500.00	\$0.00	
	IRRIGATION & LANDSCAPE					\$38,874.63
	10" Irrigation Pipe	1455	LF	\$18.00	\$26,190.00	
	12" Irrigation Pipe		LF	\$24.00	\$0.00	
	15" Irrigation Pipe		LF	\$30.00	\$0.00	
	18" Irrigation Pipe		LF	\$36.00	\$0.00	
	24" Irrigation Pipe		LF	\$47.00	\$0.00	
	Flow Fill Backfill	15	CY	\$110.00	\$1,629.63	
	IMPORTED TRENCH BACKFILL		TON	\$12.00	\$0.00	
	Irrigation Manhole	3	EA	\$2,200.00	\$6,600.00	
	Air Vac	3	EA	\$500.00	\$1,500.00	
	2" Service Line				\$0.00	
	Landscape Turf in Pond Area (See Erosion Seeding)		SF	\$1.00	\$0.00	
	Pond Lining for Irrigation Storage		SF	\$1.35	\$0.00	
	Irrigation Pump Station		LS	\$25,500.00	\$0.00	
	Irrigation Pump House		LS	\$15,000.00	\$0.00	
	Irrigation Silt Trap Structure		LS	\$25,000.00	\$0.00	
	Isolation Valves	3	EA	\$500.00	\$1,500.00	
	Tracer Wire	1455	LF	\$1.00	\$1,455.00	
	DRY UTILITIES					\$16,900.00
	4" PVC SLEEVES	500	LF	\$3.00	\$1,500.00	
	UTILITY TRENCHING / BACKFILL	4400	LF	\$3.50	\$15,400.00	
	Pedistals		EA	??		
	EROSION / SEDIMENTATION CONTROL					\$29,350.00
	VEHICLE TRACK PAD	1	EA	\$3,500.00	\$3,500.00	
	EROSION LOGS	500	LF	\$4.50	\$2,250.00	
	CONCRETE WASH OUT	2	EA	\$800.00	\$1,600.00	
	INLET / OUTLET PROTECTION		EA	\$250.00	\$0.00	
	EROSION CONTROL SUPERVISOR	120	DAY	\$50.00	\$6,000.00	
	DUST ABATEMENT	120	DAY	\$50.00	\$6,000.00	
	SEEDING	5	ACRE	\$1,500.00	\$7,500.00	
	MULCHING	5	ACRE	\$500.00	\$2,500.00	
	SOIL RETENTION BLANKETS		SY	\$3.50	\$0.00	
	PRIVATE STREET (281 LF)					\$92,678.47
	STRIP TOPSOIL	3122	SY	\$0.50	\$1,561.00	
	EARTHWORK	1	LS	\$4,000.00	\$4,000.00	
	1'-6" CURB AND GUTTER	531	LF	\$9.00	\$4,779.00	
	1-FT MEDIAN CURB / GUTTER		LF	\$13.00	\$0.00	
	7-FT CURB, GUTTER, SIDEWALK		LF	\$19.00	\$0.00	
	4" CONCRETE SIDEWALK	549	SY	\$45.00	\$24,710.00	
	6" CONCRETE SIDEWALKS		SY	\$48.00	\$0.00	
	CONCRETE CURB RAMP	2	SY	\$65.00	\$130.00	
	8" CONCRETE	58.00	SY	\$58.00	\$3,364.00	
	ADA RAMPS		EA	\$220.00	\$0.00	
	SUBGRADE PREP	1311	SY	\$1.25	\$1,639.17	
	Geogrid		SY	\$5.00	\$0.00	
	17" Class III / Pit Run		SY	\$10.00	\$0.00	
	13" Class III Pit Run	1311	SY	\$7.30	\$9,572.73	
	9" Thk CLASS VI BASE COURSE	1311	SY	\$6.90	\$9,045.90	
	6" CLASS VI BASE COURSE		SY	\$12.00	\$0.00	
	14" CLASS VI BASE COURSE		SY	\$15.00	\$0.00	
	TACK COAT		SY	\$0.35	\$0.00	
	4" Thk Asphalt Pavement	1249	SY	\$21.00	\$26,226.67	
	2" Thk Asphalt Pavement Top Special Mat		SY	\$10.00	\$0.00	
	6" ASPHALT PAVEMENT (146Lbs/CF)		TON	\$105.00	\$0.00	
	Street Lights	1	EA	\$3,500.00	\$3,500.00	
	STRIPING	1	LS	\$2,500.00	\$2,500.00	

#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL	ITEM TOTAL
	STOP BARS	1	EA	\$600.00	\$600.00	
	STOP SIGNS	1	EA	\$400.00	\$400.00	
	STREET NAME SIGNS	1	EA	\$250.00	\$250.00	
	SPEED LIMIT SIGNS	1	EA	\$400.00	\$400.00	
23-1/2 Road						\$0.00
	STRIP TOPSOIL		SY	\$0.50	\$0.00	
	EARTHWORK		LS	\$5,000.00	\$0.00	
	1'-6" CURB AND GUTTER		LF	\$11.00	\$0.00	
	1-FT MEDIAN CURB / GUTTER		LF	\$13.00	\$0.00	
	7-FT CURB, GUTTER, SIDEWALK		LF	\$19.00	\$0.00	
	4" THK CONCRETE SIDEWALK		SY	\$45.00	\$0.00	
	6" THK CONCRETE SIDEWALKS		SY	\$48.00	\$0.00	
	8" THK CONCRETE FILLET		SY	\$58.00	\$0.00	
	ADA RAMPS		EA	\$220.00	\$0.00	
	SUBGRADE PREP		SY	\$1.25	\$0.00	
	Geogrid		SY	\$5.00	\$0.00	
	17" Class III / Pit Run		SY	\$10.00	\$0.00	
	13" Class III Pit Run		SY	\$7.30	\$0.00	
	9" Thk CLASS VI BASE COURSE		SY	\$6.90	\$0.00	
	6" CLASS VI BASE COURSE		SY	\$12.00	\$0.00	
	14" CLASS VI BASE COURSE		SY	\$15.00	\$0.00	
	TACK COAT		SY	\$0.35	\$0.00	
	4" Thk Asphalt Pavement		SY	\$21.00	\$0.00	
	2" Thk Asphalt Pavement Top Special Mat		SY	\$10.00	\$0.00	
	6" ASPHALT PAVEMENT (146Lbs/CF)		TON	\$105.00	\$0.00	
	Street Lights		EA	\$3,500.00	\$0.00	
	STRIPING		LS	\$1,200.00	\$0.00	
	STOP BARS		EA	\$600.00	\$0.00	
	STOP SIGNS		EA	\$400.00	\$0.00	
	STREET NAME SIGNS		EA	\$250.00	\$0.00	
	SPEED LIMIT SIGNS		EA	\$400.00	\$0.00	
23-3/4 Road (765 LF)						\$101,579.75
	STRIP TOPSOIL	2295	SY	\$0.50	\$1,147.50	
	EARTHWORK	1	LS	\$15,000.00	\$15,000.00	
	1'-6" CURB AND GUTTER		LF	\$11.00	\$0.00	
	1-FT MEDIAN CURB / GUTTER		LF	\$13.00	\$0.00	
	7-FT CURB, GUTTER, SIDEWALK		LF	\$19.00	\$0.00	
	4" THK CONCRETE SIDEWALK		SY	\$45.00	\$0.00	
	6" THK CONCRETE SIDEWALKS		SY	\$48.00	\$0.00	
	8" THK CONCRETE FILLET		SY	\$58.00	\$0.00	
	ADA RAMPS		EA	\$220.00	\$0.00	
	SUBGRADE PREP	2295	SY	\$1.25	\$2,868.75	
	Geogrid		SY	\$5.00	\$0.00	
	17" Class III / Pit Run		SY	\$10.00	\$0.00	
	13" Class III Pit Run	2295	SY	\$7.30	\$16,753.50	
	9" Thk CLASS VI BASE COURSE	2295	SY	\$6.90	\$15,835.50	
	6" CLASS VI BASE COURSE		SY	\$12.00	\$0.00	
	14" CLASS VI BASE COURSE		SY	\$15.00	\$0.00	
	TACK COAT	1870	SY	\$0.35	\$654.50	
	4" Thk Asphalt Pavement	1870	SY	\$21.00	\$39,270.00	
	2" Thk Asphalt Pavement Top Special Mat		SY	\$10.00	\$0.00	
	6" ASPHALT PAVEMENT (146Lbs/CF)		TON	\$105.00	\$0.00	
	Street Lights	2.00	EA	\$3,500.00	\$7,000.00	
	STRIPING	1	LS	\$1,000.00	\$1,000.00	
	STOP BARS	1	EA	\$600.00	\$600.00	
	STOP SIGNS	1	EA	\$400.00	\$400.00	
	STREET NAME SIGNS	1	EA	\$250.00	\$250.00	
	SPEED LIMIT SIGNS	2	EA	\$400.00	\$800.00	
G ROAD (ASSUMES 2" OVERLAY TO CENTERLINE)						\$0.00
	STRIP TOPSOIL		SY	\$0.50	\$0.00	
	EARTHWORK		CY	\$18.00	\$0.00	
	1'-6" CURB AND GUTTER		LF	\$11.00	\$0.00	
	1-FT MEDIAN CURB / GUTTER		LF	\$13.00	\$0.00	
	7-FT CURB, GUTTER, SIDEWALK		LF	\$19.00	\$0.00	
	4" THK CONCRETE SIDEWALK		SY	\$45.00	\$0.00	
	6" THK CONCRETE SIDEWALKS		SY	\$48.00	\$0.00	
	8" THK CONCRETE FILLET		SY	\$58.00	\$0.00	

#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL	ITEM TOTAL
	ADA RAMPS		EA	\$220.00	\$0.00	
	SUBGRADE PREP		SY	\$1.25	\$0.00	
	Geogrid		SY	\$5.00	\$0.00	
	17" Class III / Pit Run		SY	\$10.00	\$0.00	
	13" Class III Pit Run		SY	\$7.30	\$0.00	
	9" Thk CLASS VI BASE COURSE		SY	\$6.90	\$0.00	
	6" CLASS VI BASE COURSE		SY	\$12.00	\$0.00	
	14" CLASS VI BASE COURSE		SY	\$15.00	\$0.00	
	TACK COAT		SY	\$0.35	\$0.00	
	4" Thk Asphalt Pavement		SY	\$21.00	\$0.00	
	2" Thk Asphalt Pavement Top Special Mat		SY	\$10.00	\$0.00	
	6" ASPHALT PAVEMENT (146Lbs/CF)		TON	\$105.00	\$0.00	
	Street Lights		EA	\$3,500.00	\$0.00	
	STRIPING		LS	\$2,000.00	\$0.00	
	STOP BARS		EA	\$600.00	\$0.00	
	STOP SIGNS		EA	\$400.00	\$0.00	
	STREET NAME SIGNS		EA	\$250.00	\$0.00	
	SPEED LIMIT SIGNS		EA	\$400.00	\$0.00	
	2" ASPHALT MILL		SY	\$2.00	\$0.00	
	TRAFFIC CONTROL		LS	\$10,000.00	\$0.00	
	GENERAL CONDITIONS					\$36,500.00
	Surveying	1	LS	\$15,000.00	\$15,000.00	
	Materials Testing	1	LS	\$8,000.00	\$8,000.00	
	Project Status Meetings	1	LS	\$3,000.00	\$3,000.00	
	Mobilization	1	LS	\$5,000.00	\$5,000.00	
	Sanitary Facilities	1	LS	\$1,000.00	\$1,000.00	
	Contractor As-Built Drawings	1	LS	\$4,500.00	\$4,500.00	
	SUB TOTAL CONSTRUCTION COSTS					\$955,059.18
	CITY SECURITY	20 %				\$191,011.84
	TOTAL GUARATEE AMOUNT					\$1,146,071.02
	Notes:					
	1 All prices shall be for items complete in place and accepted					
	2 All pipe prices shall include excavation, pipe, bedding, backfill and compaction					
	3 Water main shall include pipe, excavation, bedding, backfill, bends, and appurtenances not itemized elsewhere					
	4 All concrete items shall include Aggregate Base Course where required by the drawings					
	5 Fill in the pipe type for irrigation pipe and sleeves					
	6 Reconditioning shall be calculated to at least 6" outside of back of walk on both sides					
	7 Units can be changed if desired, simply annotate what is used					
	8 Additional lines or items may be added as needed					
					12-16-12	
	Signature of Developer				Date	
	(If Incorporated, to be signed by President and attested to by the Secretary together with the corporate seal)					
	I have reviewed the cost and time schedules shown above and, based on the construction drawings submitted to date and the current cost of construction, I take no exceptions in the above.					
					12/3/12	
	City Development Engineer				Date	
					12.12.12	
	City Planning Division				Date	

ESCROW AND DISBURSEMENT AGREEMENT
(Improvements Guarantee)

DEVELOPER: Colorado West Healthcare System (dba Community Hospital)

BANK: Alpine Bank – Grand Junction

PROPERTY: Lot 1 and Lot 2 Community Health & Wellness Plaza Subdivision

DISBURSEMENT AMOUNT: For the construction of improvements to the Property in an amount not to exceed \$ 1,146,071.

This Agreement is entered into by and between Colorado West Healthcare System (dba Community Hospital) ("Developer"), Alpine Bank ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to G and 23-3/4 Roads and offsite utilities ("Improvements") in accordance with the Zoning and Development Code, Improvements Agreement and subdivision approval.

The Bank has agreed to establish an escrow account to hold and from which to disburse funds for construction of the Improvements.

The City Engineer has approved an estimate of the costs of the Improvements and that amount or an amount not to exceed \$ 1,146,071, whichever is greater, shall be referred to as the "Funds."

The parties desire to secure the full and complete performance of the Developer's obligations and to secure that the Funds are disbursed only to pay for the Improvements.

NOW, THEREFORE, THE PARTIES AGREE:

1. **BANK PROMISES.** Bank shall establish the escrow account containing all the Funds on behalf of Developer and for the City's benefit within twenty-four hours of execution of this Disbursement Agreement.

Bank warrants: that the Funds are to be held in trust solely to secure Developer's obligations under the Improvements Agreement; that the Bank shall act as agent of the City in holding the Funds; that the Funds will not be paid out or disbursed to, or on behalf of, the Developer except as set forth in this document and/or as set forth in the Improvements Agreement; and that the Bank may not modify or revoke its obligation to disburse funds to or on behalf of the Developer or the City. The Bank warrants that the Funds are and will be available exclusively for payment of the costs of satisfactory completion of the Improvements.

2. **DISBURSEMENT PROCEDURES.** The Funds shall be advanced for payment of costs

incurred for the construction of Improvements on the Property in accordance with the Improvements List/Detail attached to the Development Improvements Agreement (DIA), the terms of which are incorporated by this reference. All disbursements must comply with the following procedures:

(a) **Request for Advance.** Developer shall deliver to the Bank a written request for the disbursement of funds on forms acceptable to the Bank. Such requests shall be signed by Developer, Developer's General Contractor, Project Engineer and Architect, if applicable, and the City Engineer. By signing the request for disbursement the Developer is certifying: that all costs for which the advance is being requested have been incurred in connection with the construction of the Improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the Improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans. Attached hereto is the list of those individuals, and their respective signatures, required to sign the above described request(s) for disbursement of funds.

(b) **Documentation, Waivers and Checks.** Each request for disbursement of funds shall be accompanied by: (i) one original and one copy of each invoice to be paid; (ii) checks drawn on Developer's construction loan account with the Bank, made payable to the payee(s) and for the amount of each invoice presented for payment; (iii) lien waivers in a form approved by the Bank prepared for signature by each payee; and (iv) postage paid envelopes addressed to each payee for the mailing of checks presented to the Bank.

The Bank shall verify its receipt of all lien waivers relating to any prior disbursements, which lien waivers shall be properly executed and contain no alterations or modifications from those lien waivers that have been previously presented to the Bank.

Upon approval by Developer, the Project Engineer and the Bank of the invoices being presented to the Bank, the Bank shall advance funds into the checking account designated for the payment of the invoices and mail the checks to the payee(s) in the envelopes presented to the Bank, together with lien waivers and copies of supporting invoices.

Under no circumstances shall the Bank make a disbursement for the payment of an invoice if it in good faith believes that: (i) the work has not been completed; (ii) the work has not been completed in a workmanlike manner; (iii) written approval has not been received from the Project Engineer; or (iv) any lien waiver has been altered or modified or has not been returned to the Bank.

(c) **Default.** Upon default of the Developer on any obligation to the Bank or under the Improvements Agreement, the Bank shall disburse no funds to, or at the direction of, the Developer except to the City under the terms of the Improvements Agreement. The Bank shall immediately notify the City, in writing, of any event of

default or event of default as provided for in the Improvements Agreement and/or as provided herein.

(d) **Disbursement to City.** In the event the Improvements are not satisfactorily and timely constructed, or upon any default or event of default, the City Engineer shall notify the Bank to immediately cease disbursement of funds to the Developer and disburse the full amount of the remaining undisbursed funds to the City. Upon such notice, the Bank shall promptly honor the demand of the City Engineer to disburse the Funds to the City or a third party or parties designated in writing by the City. Upon final completion and acceptance of the performance required under the Improvements Agreement, the City shall refund to the Bank any funds disbursed, if any, which are not actually expended to pay all costs, expenses and liabilities, including attorney fees, incurred in completing the Improvements.

3. **DEVELOPER CONSENT:** The Developer, by the signature of Chris Thomas, President/CEO (name & title), consents to disbursements and other actions authorized and provided for by the terms of this Agreement and/or the Improvements Agreement.

4. **LIABILITY FOR LOSS:** If the Bank fails to disburse funds in accordance with the procedures set forth, and the City suffers loss or damage, the Bank shall be liable to the City for the City's direct and consequential damages and all fees, costs and expenses, including attorney's fees.

5. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the Improvements Agreement.

6. **IMMUNITY:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

Dated this 7th day of December, 2012.

(BANK)

By: [Signature]
Title: Executive Vice President

225 N 5th Street, Grand Junction, CO 81501
Address

(DEVELOPER)

By: [Signature]
Title: President/CEO

2021 N 12th Street, Grand Junction, CO 81501
Address

CITY OF GRAND JUNCTION

By: [Signature]
Director of Community Development

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between Colorado West Healthcare System dba Community Hospital Developer, Alpine Bank – Grand Junction as Bank, and the City of Grand Junction, the following are the individuals authorized to sign written requests for the disbursement of the Funds:

DEVELOPER:

Chris Thomas 
(name) (signature)

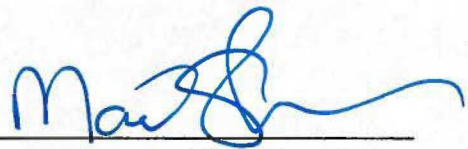
(name) (signature)

(name) (signature)

DEVELOPER'S GENERAL CONTRACTOR:

(name) (signature)


DEVELOPER'S PROJECT ENGINEER:

Mark Austin 
(name) (signature)

DEVELOPER'S ARCHITECT:

N/A _____
(name) (signature)

CITY ENGINEER:

Eric Hahn 
(name) (signature)

RECORDING MEMORANDUM

Exhibit D

City of Grand Junction
Public Works and Planning Department
File Number: **SSU-2012-420**

This memorandum relates to and confirms that certain Development Improvements Agreement and/or Maintenance Guarantee concerning land in Mesa County, Colorado, is by and between **Colorado West Healthcare System dba Community** (Developer) and the City of Grand Junction (City) pertaining to **Community Health and Wellness Subdivision** (Project), located at **2373 G Road, Grand Junction, CO**

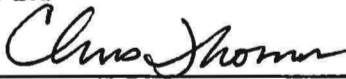
The Developer of the Project was required by law to install and construct certain public and private improvements, the completion of which was guaranteed by a Development Improvements Agreement and/or Maintenance Guarantee. The Project is required to be constructed in accordance with the approval by the City pursuant to and in accordance with the Zoning and Development Code all as more fully detailed and described in City of Grand Junction development file number **SSU-2012-420**

The Developer and the City of Grand Junction by and through the signatures of the undersigned have determined and agreed to the type, quality and amount of improvements required and/or necessitated by the approval of the Project and that the improvements are guaranteed by and through the Development Improvements Agreement and /or Maintenance Guarantee. Furthermore, the Developer and the City agree that the Development Improvements Agreement and/or Maintenance Guarantee are contractual in nature and that the obligations under the Development Improvements Agreement and/or Maintenance Guarantee shall not be assigned except as provided in the agreement(s).

By virtue of this notice being recorded in the land records of the Mesa County Clerk and Recorder, subsequent owners and/or those that claim by, through or under the Developer are on notice of the Developer's obligations under the agreement(s).

NOW THEREFORE, the Developer and an official of the City of Grand Junction, both possessing and representing by their signatures that they possess sufficient authority, do hereby memorialize the relative, rights and obligations contained in the Development Improvement Agreement and/or Maintenance Guarantee herein characterized.

DEVELOPER:


By: 

Date: 11-28-12

Type Name: **Chris Thomas**

CITY OF GRAND JUNCTION:

In accordance with the above, I hereby certify that the Development Improvement Agreement and/or Maintenance Guarantee are made of record by this memorandum and that the same may be inspected and/or copied at the City of Grand Junction, Public Works & Planning Department, 250 North 5th Street, Grand Junction Colorado.

 Date: 12-7-12
Public Works and Planning Department

Recording Fee

Date	December 7, 2012
Plan File No.	SSU-2012-420
Project Name	Community Health and Wellness Subdivision
Project Location	2373 G Road
Purpose of DIA	Public and private improvements
Payee Name	Colorado West Healthcare System dba Community Hospital/Chris Thomas
Payee Mailing Address	2021 North 12th Street
Payee City, State Zip Code	Grand Junction, CO 81505
Payee Telephone No.	(970) 256-6200
DIA Completion Date	June 3, 2013
Project Planner	Greg Moberg
Project Engineer	Eric Hahn

ACCOUNTING INFORMATION

	AMOUNT	DATE	REFERENCE (Cash or Check)
RECORDING FEE COLLECTED	\$ 22.00	12/07/12	Check
RECORDING FEE FOR RECORDING RECORDING MEMORANDUM	\$ 11.00	12/10/12	
RECORDING FEE FOR RECORDING RELEASE OF RECORDING MEMORANDUM	\$ -		
BALANCE	\$ 11.00		

Recording Fee Account No.

Mesa County Clerk Escrow Account

Memorandum

Date: January 17, 2013
To: File
From: Eric Hahn *EH*
Subject: Community Hospital – Adjustment Disbursement

The DIA for this project is secured with a Disbursement Agreement in the amount of \$1,146,071.02. This amount reflects an estimated construction cost of \$955,059.18, plus 20% City Security in the amount of \$191,011.84.

The bid for construction of the project that was received and accepted by the developer was for a total amount of \$779,629.00. The difference between the estimated construction cost and the actual construction bid is: \$175,430.

The purpose of this initial disbursement is to release the difference in cost (\$175,430), thereby causing the Disbursement Agreement to be reconciled to the actual construction cost.

10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. One (1)

To: Community Hospital, for work at Community Health & Wellness Subdivision, accomplished
(owner) (Project)

through the date of 12/31/12 by N/A as follows or attach an itemized list.
(Subcontractor)

CONTRACTOR'S Certification: N/A (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of _____ (subcontractor) incurred in connection with the Work covered by this Application For Payment Number _____ inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated _____, 20____ (subcontractor)

By: _____

Title: _____

Community Health & Wellness Subdivision

Per paragraph 2(a) of the disbursement agreement for _____ (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER / MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated _____, 20____

Name: _____

By: _____

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated Jan. 17, 2013

CITY OF GRAND JUNCTION

By: [Signature]

Title: CITY DEVELOPMENT ENGINEER

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated _____, 20____

Company: _____

By & Title: _____

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit a spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current Request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA.
2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

#	DESCRIPTION	QUAN	UNIT	DIA Total	MVC Bid	Overage	
1.0 DEMOLITION / REMOVAL					\$ 15,075	\$ (15,075)	D -
1.01	CLEAR & GRUB, INCLUDING TREE STUP REMOVALS	1	LS				
1.02	Strip Topsoil / Organics	1	LS				
1.03	Asphalt 2" Milling	616	SY				
2.0 EARTHWORK					\$ 38,200	\$ (38,200)	D -
2.01	Earthwork Cut/Fill	1	LS				
2.02	Detention Pond Cut/Fill	1	LS				
2.03	Subgrade Preparation / Fine Grade for Streets	1	LS				
2.04	Subgrade Prep/Fine Grade for Walks	1	LS				
2.05	Subgrade Stabilization	200	CY				
2.06	Flow Fill Backfill	50	CY				
3.0 SANITARY SEWER				\$ 279,080	\$ 108,804	\$ 170,276	A -
3.01	10" SEWER PIPE (SDR 26 PVC)	4622	LF				
3.02	8" SEWER PIPE	252	LF				
3.03	6" SEWER PIPE	233	LF				
3.04	4-FT DIA SANITARY MANHOLES	16	EA				
3.05	CONNECTION TO EXISTING MANHOLE	1	LS				
3.06	FLOWABLE FILL	30	CY				
3.07	DE-WATERING TRENCH	1	LS				
3.08	GRANULAR STABILIZATION (1/2 Total Length of 10")	1156	TON				
3.09	IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	1156	TON				
3.10	TRAFFIC CONTROL	1	LS				
3.11	CDOT PERMITTING	1	LS				
3.12	LANDSCAPE/ IRRIGATION REPAIRS	1	LS				
3.13	CONCRETE ENCASEMENT	50	LF				
4.0 WATER				\$ 179,977	\$ 139,194	\$ 40,783	B -
4.01	10" WATER MAIN	1651	LF				
4.02	8" WATER MAIN	1362	LF				
4.03	6" WATER MAIN	420	LF				
4.04	10" WATER VALVES	9	EA				
4.05	8" WATER VALVES	5	EA				
4.06	6" WATER VALVES	13	EA				
4.07	FIRE HYDRANTS	10	EA				
4.08	Cap Water Service Line At Main (G Road)	1	LS				
4.09	CONNECTION TO MAIN LINES	2	EA				
4.10	FLOW FILL	30	CY				
4.11	DISSINFECTON / FLUSHING / TESTING	1	LS				
5.0 STORMWATER SYSTEM				\$ 180,119	\$ 78,687	\$ 101,432	D -
5.01	18" PIPE	430	LF				
5.02	24" PIPE	1580	LF				
5.03	30" PIPE	21	LF				
5.04	24"X38" Ellipical RCP	39	LF				
5.05	42" PIPE	93	LF				
5.06	54" PIPE	969	LF				
5.07	18" FES	1	EA				
5.08	42" FES	1	EA				
5.09	FILTER FABRIC	2222	SY				
5.10	4'-DIA MANHOLE (For Max 18" Pipe)	3	EA				
5.11	5' DIA MANHOLE (21"-30" Pipe)	3	EA				
5.12	8' DIA MANHOLE	1	EA				
5.13	Single Inlet	2	EA				
5.14	Double Inlet	1	EA				
5.15	CDOT Type D	1	EA				
5.16	CDOT Type R	1	EA				
5.17	Large Area Inlet, Including 2-ft Concrete Apron	2	EA				
6.0 IRRIGATION & LANDSCAPE				\$ 38,875	\$ 43,577	\$ (4,702)	E -
6.01	8" Irrigation Pipe - Class 160	1000	LF				
6.02	10" Irrigation Pipe - Class 160	1455	LF				
6.03	Irrigation Manhole	3	EA				
6.04	Air Vac	3	EA				
6.05	8" Gate Valves	3	EA				

10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. Two (2)

To: Community Hospital (owner), for work at Community Health & Wellness Subdivision (Project), accomplished through the date of 1/31/13 by Mountain Valley Contracting (Subcontractor) as follows or attach an itemized list.

CONTRACTOR'S Certification: Mountain Valley Contracting (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of Mountain Valley Contracting (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 1 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated January 29, 2013 Mountain Valley Contracting (subcontractor)
By: Jade B. Davis
Title: Project Manager

Community Health & Wellness Subdivision
Per paragraph 2(a) of the disbursement agreement for _____ (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER / MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated 1/30, 2013 Name: Mark Austin
By: MARK AUSTIN, AUSTIN CIVIL GROUP, INC

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 2/1, 2013 CITY OF GRAND JUNCTION
By: [Signature]
Title: CITY DEVELOPMENT ENGINEER

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated _____, 20____ Company: _____
By & Title: _____

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit a spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current Request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA.
2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Community Health & Wellness Plaza Subdivision
 DEVELOPER: Community Hospital
 ESCROW AGENCY: Alpine Bank
 CONSTRUCTION COSTS: \$ 955,059
 20% CITY SECURITY: \$ 191,012
 TOTAL DIA AMOUNT: \$ 1,146,071

DATE	A - SANITARY	B - WATER	C - STREETS	D - GRAD/DRAIN	E - LSCAP/IRRIG	F - MISC	CITY SECURITY	TOTAL
Original DIA	279,080	179,977	211,158	209,469	38,875	36,500	191,012	1,146,071
Disbursements								
12/31/12	170,276	40,783	(109,489)	57,167	(4,702)	21,395	-	175,430
1/30/13				24,944		2,093		27,037
								-
								-
								-
								-
Total Disbursed	170,276	40,783	(109,489)	82,111	(4,702)	23,488		202,467
Balance	108,804	139,194	320,647	127,358	43,577	13,012		943,604



Certificate For Payment

MOUNTAIN VALLEY CONTRACTING

Project: Community Hospital Infrastructure - 12.246 **Date:** 25-Jan-13
Contractor: Mountain Valley Contracting, Inc.
Pay Estimate Number: 001
Pay Period: 1/1/2013 to 1/31/2013

Original Contract Amount:	\$ 779,629.43
Change Orders:	\$ 18,305.70
Current Contract Total:	\$ 797,935.13

Earnings:

Previous Amount Earned	\$ -
Amount Earned This Period:	\$ 27,036.50
Total Earned To Date:	\$ 27,036.50
Less Retainage: <u>10%</u>	\$ 2,703.65
Less Previous Payments:	\$ -
Current Amount Due:	\$ 24,332.85

Change Order Summary			
Change Orders Approved By Owner		Additions	Deductions
Total of Previous Change Orders		\$ -	\$ -
Approved This Month:		 	
Number:	Date Approved:		
COR-246-001	1/15/2013	\$ 21,725.70	\$ (3,420.00)
Totals:		\$ 21,725.70	\$ (3,420.00)
Net Change By Change Orders:		\$ 18,305.70	

This Certificate of Payment was prepared for Community Hospital of Grand Junction, CO
 The undersigned Contractor certifies that all previous progress payments received from Community Hospital under this contract have been applied by the undersigned to discharge all obligations incurred in connection with the Work and that the Work covered by this Certificate of Payment has been completed in accordance with the Contract Documents

Contractor: Mountain Valley Contracting, Inc.

Certified By: Jacob B. Davis 1/28/13
Project Manager Date

PROJECT: Community Hospital Infrastructure - 12 248
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #1
 PERIOD ENDING
 26-Jan-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
1.0 DEMOLITION / REMOVAL										
1.01		Clear & Grub	LS	1	\$ 9,725.00	\$ 9,725.00	1.0	\$ 9,725.00	1.0	\$ 9,725.00
1.02		Strip Topsoil / Organics	LS	1	\$ 5,350.00	\$ 5,350.00	1.0	\$ 5,350.00	1.0	\$ 5,350.00
2.0 EARTHWORK										
2.01		Earthwork Cut/Fill	LS	1	\$ 7,500.00	\$ 7,500.00	1.0	\$ 7,500.00	1.0	\$ 7,500.00
2.02		Detention Pond Cut/Fill	LS	1	\$ 16,085.00	\$ 16,085.00		\$ -		\$ -
2.03		Subgrade Preparation / Fine Grade for Streets	LS	1	\$ 2,470.00	\$ 2,470.00	0.25	\$ 617.50	0.3	\$ 617.50
2.04		Subgrade Prep/Fine Grade for Walks	LS	1	\$ 7,020.00	\$ 7,020.00		\$ -		\$ -
2.05		Subgrade Stabilization	CY	200	\$ 12.00	\$ 2,400.00		\$ -		\$ -
2.06		Flow Fill Backfill	CY	50	\$ 54.50	\$ 2,725.00		\$ -		\$ -
3.0 SANITARY SEWER										
3.01		10" SEWER PIPE (SDR 26 PVC)	LF	4622	\$ 12.50	\$ 57,775.00		\$ -		\$ -
3.02		8" SEWER PIPE	LF	252	\$ 10.60	\$ 2,671.20		\$ -		\$ -
3.03		6" SEWER PIPE	LF	233	\$ 15.20	\$ 3,541.60		\$ -		\$ -
3.04		4-FT DIA SANITARY MANHOLES	EA	16	\$ 1,530.00	\$ 24,480.00		\$ -		\$ -
3.05		CONNECTION TO EXISTING MANHOLE	LS	1	\$ 495.00	\$ 495.00		\$ -		\$ -
3.06		FLOWABLE FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -		\$ -
3.07		DE-WATERING TRENCH	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
3.08		GRANULAR STABILIZATION (1/2 Total Length of 10")	TON	1156	\$ 8.00	\$ 9,248.00		\$ -		\$ -
3.09		IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	TON	1156	\$ 3.50	\$ 4,046.00		\$ -		\$ -
3.10		TRAFFIC CONTROL	LS	1	\$ 1,075.00	\$ 1,075.00		\$ -		\$ -
3.11		CDOT PERMITTING	LS	1	\$ 225.00	\$ 225.00		\$ -		\$ -
3.12		LANDSCAPE/ IRRIGATION REPAIRS	LS	1	\$ 500.00	\$ 500.00		\$ -		\$ -
3.13		CONCRETE ENCASEMENT	LF	50	\$ 42.25	\$ 2,112.50		\$ -		\$ -
4.0 WATER										
4.01		10" WATER MAIN	LF	1651	\$ 19.90	\$ 32,854.80		\$ -		\$ -
4.02		8" WATER MAIN	LF	1362	\$ 14.50	\$ 19,749.00		\$ -		\$ -
4.03		6" WATER MAIN	LF	420	\$ 13.25	\$ 5,565.00		\$ -		\$ -
4.04		10" WATER VALVES	EA	7	\$ 2,075.00	\$ 14,525.00		\$ -		\$ -
4.05		8" WATER VALVES	EA	8	\$ 1,345.00	\$ 10,760.00		\$ -		\$ -
4.06		6" WATER VALVES	EA	13	\$ 925.00	\$ 12,025.00		\$ -		\$ -
4.07		FIRE HYDRANTS	EA	9	\$ 4,285.00	\$ 38,565.00		\$ -		\$ -
4.08		Cap Water Service Line At Main (G Road)	LS	1	\$ 1,365.00	\$ 1,365.00		\$ -		\$ -
4.09		CONNECTION TO MAIN LINES IN G ROAD	EA	2	\$ 575.00	\$ 1,150.00		\$ -		\$ -
4.10		FLOW FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -		\$ -
4.11		DISSINFECTION / FLUSHING / TESTING	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
5.0 STORMWATER SYSTEM										
5.01		18" PIPE	LF	283	\$ 28.75	\$ 8,136.25		\$ -		\$ -
5.02		24" PIPE	LF	779	\$ 41.25	\$ 32,133.75		\$ -		\$ -
5.03		30" PIPE	LF	21	\$ 69.00	\$ 1,449.00		\$ -		\$ -
5.04		24"X38" Elliptical RCP	LF	39	\$ 105.00	\$ 4,095.00		\$ -		\$ -
5.05		42" PIPE	LF	93	\$ 97.50	\$ 9,067.50		\$ -		\$ -
5.07		18" FES	EA	1	\$ 315.00	\$ 315.00		\$ -		\$ -
5.08		42" FES	EA	1	\$ 2,445.00	\$ 2,445.00		\$ -		\$ -
5.10		4'-DIA MANHOLE (For Max 18" Pipe)	EA	3	\$ 1,450.00	\$ 4,350.00		\$ -		\$ -
5.11		5' DIA MANHOLE (21"-30" Pipe)	EA	3	\$ 2,200.00	\$ 6,600.00		\$ -		\$ -
5.13		Single Inlet	EA	1	\$ 1,865.00	\$ 1,865.00		\$ -		\$ -
5.14		Double Inlet	EA	1	\$ 3,680.00	\$ 3,680.00		\$ -		\$ -
5.16		CDOT Type R	EA	1	\$ 4,550.00	\$ 4,550.00		\$ -		\$ -
6.0 IRRIGATION & LANDSCAPE										
6.01		8" Irrigation Pipe - Class 160	LF	1000	\$ 9.85	\$ 9,850.00		\$ -		\$ -
6.02		10" Irrigation Pipe - Class 160	LF	1455	\$ 13.25	\$ 19,278.75		\$ -		\$ -
6.03		Irrigation Manhole	EA	3	\$ 2,020.00	\$ 6,060.00		\$ -		\$ -
6.04		Air Vac	EA	3	\$ 1,150.00	\$ 3,450.00		\$ -		\$ -

PROJECT: Community Hospital Infrastructure - 12 248
 OWNER: Community Hospital
 ENGINEER: Auslin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #1
 PERIOD ENDING
 26-Jan-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
6.05		8" Gate Valves	EA	3	\$ 1,525.00	\$ 4,575.00				
6.06		Tracer Wire	LF	1455	\$ 0.25	\$ 363.75				
7.0 DRY UTILITIES										
7.01		4" PVC SLEEVES	LF	500	\$ 2.20	\$ 1,100.00				
7.02		UTILITY TRENCHING / BACKFILL	LF	5000	\$ 4.50	\$ 22,500.00				
7.03		4" ELECTRICAL CONDUIT	LF	12,000	\$ 2.20	\$ 26,400.00				
7.04		4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	EA	30	\$ 40.50	\$ 1,215.00				
8.0 EROSION / SEDIMENTATION CONTROL										
8.01		VEHICLE TRACK PAD	EA	1	\$ 1,335.00	\$ 1,335.00	1.00	\$ 1,335.00	1.0	\$ 1,335.00
8.02		EROSION LOGS	LF	500	\$ 2.10	\$ 1,050.00				
8.03		CONCRETE WASH OUT	EA	2	\$ 335.00	\$ 670.00				
8.04		INLET / OUTLET PROTECTION	EA	5	\$ 56.00	\$ 280.00				
8.05		EROSION CONTROL SUPERVISOR	LS	1	\$ 2,080.00	\$ 2,080.00	0.20	\$ 416.00	0.2	\$ 416.00
8.06		DUST ABATEMENT	LS	1	\$ 1,000.00	\$ 1,000.00				
8.07		SEEDING	ACRE	5	\$ 1,470.00	\$ 7,350.00				
8.08		MULCHING	ACRE	5	\$ 1,315.00	\$ 6,575.00				
9.0 STREETS										
9.01		1'-6" Curb and Gutter	LF	2288	\$ 8.50	\$ 19,448.00				
9.02		4" Concrete, Including 6" Min. Class VI ABC	SY	1619	\$ 30.00	\$ 48,570.00				
9.03		8" Concrete Filet, Including 6" Min. Class VI ABC	SY	335	\$ 65.50	\$ 21,942.50				
9.04		ADA Curb Ramp & Mat	EA	11	\$ 1,020.00	\$ 11,220.00				
9.05		Geogrid (Tensar BX1200 or Equal)	SY	3000	\$ 6.45	\$ 19,350.00				
9.07		24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 16.25	\$ 34,612.50				
9.09		11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 10.10	\$ 21,513.00				
9.10		9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1533	\$ 8.10	\$ 12,417.30				
9.11		6" Class VI ABC Shoulders	SY	926	\$ 5.25	\$ 4,861.50				
9.12		TACK COAT	SY	3174	\$ 0.32	\$ 1,015.68				
9.14		4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	SY	1862	\$ 22.00	\$ 40,984.00				
9.15		4" Thk Asphalt Pavement (Private)	SY	1312	\$ 20.75	\$ 27,224.00				
9.17		Asphalt Patchwork	SY	75	\$ 38.85	\$ 2,913.75				
9.18		Centerline Striping	LS	1	\$ 300.00	\$ 300.00				
9.19		White Lane Striping	EA	1	\$ 600.00	\$ 600.00				
9.20		Crosswalk Striping	EA	1	\$ 1,050.00	\$ 1,050.00				
9.21		Street Name Sign, Post and Post Base	EA	1	\$ 115.00	\$ 115.00				
9.22		Speed Limit Sign, Post and Post Base	EA	3	\$ 145.00	\$ 435.00				
9.23		Stop Signs, Post and Post Base	EA	2	\$ 160.00	\$ 320.00				
9.24		End of Roadway Marker Sign, Post and Post Base	EA	2	\$ 115.00	\$ 230.00				
9.25		No Outlet Sign, Post and Post Base	EA	2	\$ 165.00	\$ 330.00				
10.0 GENERAL CONDITIONS										
10.01		Surveying	LS	1	\$ 7,600.00	\$ 7,600.00	0.10	\$ 760.00	0.1	\$ 760.00
10.02		Materials Testing	LS	1	BY OWNER					
10.03		Traffic Control	LS	1	See Item 3.10					
10.04		CDOT Utility Permitting	LS	1	See Item 3.11					
10.05		Stormwater Permitting, Inspections & Reporting	LS	1	\$ 1,265.00	\$ 1,265.00	0.20	\$ 253.00	0.2	\$ 253.00
10.06		Project Status Meetings	LS	1	\$ 1,040.00	\$ 1,040.00	0.20	\$ 208.00	0.2	\$ 208.00
10.07		Mobilization	LS	1	\$ 3,885.00	\$ 3,885.00	0.20	\$ 777.00	0.2	\$ 777.00
10.08		Sanitary Facilities	LS	1	\$ 475.00	\$ 475.00	0.20	\$ 95.00	0.2	\$ 95.00
10.09		Contractor As-Built Drawings	LS	1	\$ 840.00	\$ 840.00				
GRAND TOTAL ==>							\$ 779,629.43	\$	27,036.50	\$ 27,036.50

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #1
 PERIOD ENDING
 26-Jan-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
CHANGE ORDER: COR-246-001 (1-16-13)										
		Additional Asphalt - 1/2" (Private Drive)	SY	1312	\$ 2.85	\$ 3,739.20	\$	-	\$	-
		Additional Asphalt - 1" (23 3/4 Road)	SY	1862	\$ 5.75	\$ 10,708.50	\$	-	\$	-
		Remove Irrigation Line Along 23 3/4	LF	480	\$ 11.00	\$ 5,280.00	\$	-	\$	-
		Deletion of 8" Valve	EA	1	\$ (1,345.00)	\$ (1,345.00)	\$	-	\$	-
		Deletion of 10" Valve	EA	1	\$ (2,075.00)	\$ (2,075.00)	\$	-	\$	-
		Installation of Additional 8" Stubs on MH B-10	LS	1	\$ 2,000.00	\$ 2,000.00	\$	-	\$	-
CHANGE ORDER TOTAL =====						\$ 18,305.70	\$	-	\$	-
NEW CONTRACT TOTAL =====>						\$ 797,935.13	\$	27,036.50	\$	27,036.50

Mr. John Potter

July 12, 2013

Email address: JPotter@theblythegroup.com
(This letter sent by email only; hardcopy will NOT follow.)

RE: Initial Acceptance inspection
Project Name: Community Hospital Simple Subdivision (SSU-2012-420)

John:

On July 11, 2013, representatives from the Public Works Division conducted an Initial Acceptance inspection of the public improvements at Community Hospital Simple Subdivision. The results of the inspection are as follows:

1. Compact the base course road shoulder on the east side of 23 ¾ Road. Also repair the edge of asphalt as necessary.
2. Complete and extend the swale on the east side of 23 ¾ Road, so that it discharges into the Wilsea Drain at the south end of the street. Install check dams as necessary to control sediment transport.
3. The City Planner may require that the project landscaping be in place before Initial Acceptance can be issued.
4. Raise the fire hydrant, located at the northernmost site access on 23 ¾ Road.
5. Jet all sewer mains and schedule another TV inspection of the mains by City staff. City Inspector will then verify whether there are any sags in the line that must be repaired.

Please coordinate the scope of these repairs with the City Inspector, Mark Barslund (201-1362).

Required closeout documents:

1. Final as-built drawings.
2. Final bound set of ALL Quality Assurance testing.
3. Final bound set of ALL engineer's observation reports.
4. Final pond certification letter from a Professional Engineer certifying the detention pond has adequate volume AND that the outlet structure is installed at the correct elevation and will perform as designed.
5. Provide a copy of the acceptance letter from Ute Water.
6. Provide a completed Maintenance Agreement, with appropriate security.

Once the above issues are addressed and you have verified that the Planning Division has no further concerns, City staff will release the DIA and issue Initial Acceptance, whereupon the 1-year warranty period will begin. Thank you for your efforts in completing this project.

Sincerely,



Eric Hahn, PE
Development Engineer

Electronic copy: Mark Barslund, Development Inspector Greg Moberg, Senior Planner

10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. Three (3)

To: Community Hospital, for work at Community Health & Wellness Subdivision, accomplished
(owner) (Project)

through the date of 2/28/13 by Mountain Valley Contracting as follows or attach an itemized list.
(Subcontractor)

CONTRACTOR'S Certification: Mountain Valley Contracting (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of Mountain Valley Contracting (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 3 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated February 28, 20 13 Mountain Valley Contracting (subcontractor)

By: Jalo B. Di

Title: Project Manager
Community Health & Wellness Subdivision

Per paragraph 2(a) of the disbursement agreement for _____ (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER / MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated MARCH 5, 20 13 Name: AUSTIN CIVIL GROUP, INC

By: Mark Austin (MARK AUSTIN)

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated APRIL 8, 20 13 CITY OF GRAND JUNCTION

By: [Signature]

Title: CITY DEVELOPMENT ENGINEER

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated _____, 20 ____ Company: _____

By & Title: _____

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit a spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current Request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA.
2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.


**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Community Health & Wellness Sub. (SSU-2012-420)
DEVELOPER: Community Hospital
ESCROW AGENCY: Alpine Bank

DIA NOT RECORDED: _____
DIA RECORDED: x
 Book - _____
 Page - _____

DATE	BY	A) Sanitary Sewer	B) Domestic Water	C) Streets & Bridges	D) Grading & Drainage	E) Landscape & Irrigation	F) Misc. Items	City Security (20%)	TOTAL
Original Amount									
		\$279,080.00	\$179,977.00	\$211,158.22	\$209,469.33	\$38,874.63	\$36,500.00	\$191,011.84	\$1,146,071.02
Disbursements									
16-Jan-13	ewh	\$170,276.00	\$40,783.00	(\$109,489.00)	\$57,167.00	(\$4,702.00)	\$21,395.00		\$175,430.00
1-Feb-13	ewh				\$24,944.00		\$2,093.00		\$27,037.00
3-Apr-13	ewh	\$108.00	\$119,609.00		\$8,768.00				\$128,485.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Total Disbursed		\$170,384.00	\$160,392.00	(\$109,489.00)	\$90,879.00	(\$4,702.00)	\$23,488.00	\$0.00	\$330,952.00
Remaining Balance		\$108,696.00	\$19,585.00	\$320,647.22	\$118,590.33	\$43,576.63	\$13,012.00	\$191,011.84	\$815,119.02

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$330,952.00, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Eric Hahn

Date: 4/8/13
 Title: City Development Engineer

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Community Health & Wellness Plaza Subdivision
 DEVELOPER: Community Hospital
 ESCROW AGENCY: Alpine Bank
 CONSTRUCTION COSTS: \$ 955,059
 20% CITY SECURITY: \$ 191,012
 TOTAL DIA AMOUNT: \$ 1,146,071

DATE	A - SANITARY	B - WATER	C - STREETS	D - GRAD/DRAIN	E - LSCAP/IRRIG	F - MISG	CITY SECURITY	TOTAL
Original DIA	279,080	179,977	211,158	209,469	38,875	36,500	191,012	1,146,071
Disbursements								
12/31/12	170,276	40,783	(109,489)	57,167	(4,702)	21,395	-	175,430
1/30/13				24,944		2,093		27,037
2/28/13	108	119,609		8,768				128,484
								-
								-
								-
Total Disbursed	170,384	160,392	(109,489)	90,879	(4,702)	23,488		330,951
Balance	108,697	19,585	320,647	118,590	43,577	13,012		815,120



MOUNTAIN VALLEY CONTRACTING

Certificate For Payment

Project: Community Hospital Infrastructure - 12.246 **Date:** 27-Feb-13
Contractor: Mountain Valley Contracting, Inc.
Pay Estimate Number: 002
Pay Period: 2/1/2013 to 2/28/2013

Original Contract Amount:	\$	779,629.43
Change Orders:	\$	17,735.70
Current Contract Total:	\$	797,365.13

Earnings:

Previous Amount Earned	\$	27,036.50
Amount Earned This Period:	\$	166,764.10
Total Earned To Date:	\$	193,800.60
Less Retainage: <u>10%</u>	\$	19,380.06
Less Previous Payments:	\$	24,332.85
Current Amount Due:	\$	150,087.69

Change Order Summary			
Change Orders Approved By Owner		Additions	Deductions
Total of Previous Change Orders		\$ 20,275.70	\$ (3,420.00)
Approved This Month:		 	
Number:	Date Approved:	 	
Change Order 2	2/26/2013	\$ 880.00	
Totals:		\$ 21,155.70	\$ (3,420.00)
Net Change By Change Orders:		\$ 17,735.70	

This Certificate of Payment was prepared for Community Hospital of Grand Junction, CO
 The undersigned Contractor certifies that all previous progress payments received from Community Hospital under this contract have been applied by the undersigned to discharge all obligations incurred in connection with the Work and that the Work covered by this Certificate of Payment has been completed in accordance with the Contract Documents

Contractor: Mountain Valley Contracting, Inc.

Certified By: Jacob Davis Project Manager
Date

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #2
 PERIOD ENDING
 28-Feb-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
1.0 DEMOLITION / REMOVAL										
1.01		Clear & Grub	LS	1 \$	9,725.00	\$ 9,725.00	\$ -	\$ -	1.0 \$	9,725.00
1.02		Strip Topsoil / Organics	LS	1 \$	5,350.00	\$ 5,350.00	\$ -	\$ -	1.0 \$	5,350.00
2.0 EARTHWORK										
2.01		Earthwork Cut/Fill	LS	1 \$	7,500.00	\$ 7,500.00	\$ -	\$ -	1.0 \$	7,500.00
2.02		Detention Pond Cut/Fill	LS	1 \$	16,085.00	\$ 16,085.00	\$ -	\$ -	\$ -	\$ -
2.03		Subgrade Preparation / Fine Grade for Streets	LS	1 \$	2,470.00	\$ 2,470.00	0.20 \$	494.00	0.5 \$	1,111.50
2.04		Subgrade Prep/Fine Grade for Walks	LS	1 \$	7,020.00	\$ 7,020.00	\$ -	\$ -	\$ -	\$ -
2.05		Subgrade Stabilization	CY	200 \$	12.00	\$ 2,400.00	\$ -	\$ -	\$ -	\$ -
2.06		Flow Fill Backfill	CY	50 \$	54.50	\$ 2,725.00	\$ -	\$ -	\$ -	\$ -
3.0 SANITARY SEWER										
3.01		10" SEWER PIPE (SDR 26 PVC)	LF	4622 \$	12.50	\$ 57,775.00	1890.00 \$	23,625.00	1,890.0 \$	23,625.00
3.02		8" SEWER PIPE	LF	252 \$	10.60	\$ 2,671.20	75.00 \$	795.00	75.0 \$	795.00
3.03		6" SEWER PIPE	LF	233 \$	15.20	\$ 3,541.60	28.00 \$	425.60	28.0 \$	425.60
3.04		4-FT DIA SANITARY MANHOLES	EA	18 \$	1,530.00	\$ 24,480.00	\$ -	\$ -	\$ -	\$ -
3.05		CONNECTION TO EXISTING MANHOLE	LS	1 \$	495.00	\$ 495.00	\$ -	\$ -	\$ -	\$ -
3.06		FLOWABLE FILL	CY	30 \$	54.50	\$ 1,635.00	\$ -	\$ -	\$ -	\$ -
3.07		DE-WATERING TRENCH	LS	1 \$	1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
3.08		GRANULAR STABILIZATION (1/2 Total Length of 10")	TON	1158 \$	8.00	\$ 9,248.00	\$ -	\$ -	\$ -	\$ -
3.09		IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	TON	1158 \$	3.50	\$ 4,048.00	\$ -	\$ -	\$ -	\$ -
3.10		TRAFFIC CONTROL	LS	1 \$	1,075.00	\$ 1,075.00	0.10 \$	107.50	0.1 \$	107.50
3.11		CDOT PERMITTING	LS	1 \$	225.00	\$ 225.00	\$ -	\$ -	\$ -	\$ -
3.12		LANDSCAPE/IRRIGATION REPAIRS	LS	1 \$	500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -
3.13		CONCRETE ENCASEMENT	LF	50 \$	42.25	\$ 2,112.50	\$ -	\$ -	\$ -	\$ -
4.0 WATER										
4.01		10" WATER MAIN	LF	1651 \$	19.90	\$ 32,854.90	1635.00 \$	32,536.50	1,635.0 \$	32,536.50
4.02		8" WATER MAIN	LF	1362 \$	14.50	\$ 19,749.00	1380.00 \$	20,010.00	1,380.0 \$	20,010.00
4.03		6" WATER MAIN	LF	420 \$	13.25	\$ 5,565.00	153.00 \$	2,027.25	153.0 \$	2,027.25
4.04		10" WATER VALVES	EA	7 \$	2,075.00	\$ 14,525.00	7.00 \$	14,525.00	7.0 \$	14,525.00
4.05		8" WATER VALVES	EA	8 \$	1,345.00	\$ 10,760.00	8.00 \$	10,760.00	8.0 \$	10,760.00
4.06		6" WATER VALVES	EA	13 \$	925.00	\$ 12,025.00	13.00 \$	12,025.00	13.0 \$	12,025.00
4.07		FIRE HYDRANTS	EA	9 \$	4,285.00	\$ 38,585.00	7.00 \$	29,995.00	7.0 \$	29,995.00
4.08		Cap Water Service Line At Main (G Road)	LS	1 \$	1,365.00	\$ 1,365.00	\$ -	\$ -	\$ -	\$ -
4.09		CONNECTION TO MAIN LINES IN G ROAD	EA	2 \$	575.00	\$ 1,150.00	2.00 \$	1,150.00	2.0 \$	1,150.00
4.10		FLOW FILL	CY	30 \$	54.50	\$ 1,635.00	\$ -	\$ -	\$ -	\$ -
4.11		DISSINFECTION / FLUSHING / TESTING	LS	1 \$	1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
5.0 STORMWATER SYSTEM										
5.01		18" PIPE	LF	283 \$	28.75	\$ 8,136.25	\$ -	\$ -	\$ -	\$ -
5.02		24" PIPE	LF	779 \$	41.25	\$ 32,133.75	\$ -	\$ -	\$ -	\$ -
5.03		30" PIPE	LF	21 \$	69.00	\$ 1,449.00	\$ -	\$ -	\$ -	\$ -
5.04		24"X38" Elliptical RCP	LF	39 \$	105.00	\$ 4,095.00	\$ -	\$ -	\$ -	\$ -
5.05		42" PIPE	LF	93 \$	97.50	\$ 9,067.50	\$ -	\$ -	\$ -	\$ -
5.07		18" FES	EA	1 \$	315.00	\$ 315.00	\$ -	\$ -	\$ -	\$ -
5.08		42" FES	EA	1 \$	2,445.00	\$ 2,445.00	\$ -	\$ -	\$ -	\$ -
5.10		4'-DIA MANHOLE (For Max 18" Pipe)	EA	3 \$	1,450.00	\$ 4,350.00	\$ -	\$ -	\$ -	\$ -
5.11		5' DIA MANHOLE (21"-30" Pipe)	EA	3 \$	2,200.00	\$ 6,600.00	\$ -	\$ -	\$ -	\$ -
5.13		Single Inlet	EA	1 \$	1,865.00	\$ 1,865.00	\$ -	\$ -	\$ -	\$ -

PROJECT: Community Hospital Infrastructure - 12 248
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #2
 PERIOD ENDING
 28-Feb-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
5.14		Double Inlet	EA	1	\$ 3,680.00	\$ 3,680.00		\$ -	\$ -	\$ -
5.16		CDOT Type R	EA	1	\$ 4,550.00	\$ 4,550.00		\$ -	\$ -	\$ -
6.0 IRRIGATION & LANDSCAPE										
6.01		8" Irrigation Pipe - Class 160	LF	1000	\$ 9.85	\$ 9,850.00	355.00	\$ 3,496.75	355.00	\$ 3,496.75
6.02		10" Irrigation Pipe - Class 160	LF	1455	\$ 13.25	\$ 19,278.75	750.00	\$ 9,937.50	750.00	\$ 9,937.50
6.03		Irrigation Manhole	EA	3	\$ 2,020.00	\$ 6,060.00		\$ -	\$ -	\$ -
6.04		Air Vac	EA	3	\$ 1,150.00	\$ 3,450.00		\$ -	\$ -	\$ -
6.05		8" Gate Valves	EA	3	\$ 1,525.00	\$ 4,575.00		\$ -	\$ -	\$ -
6.06		Tracer Wire	LF	1455	\$ 0.25	\$ 363.75		\$ -	\$ -	\$ -
7.0 DRY UTILITIES										
7.01		4" PVC SLEEVES	LF	500	\$ 2.20	\$ 1,100.00		\$ -	\$ -	\$ -
7.02		UTILITY TRENCHING / BACKFILL	LF	5000	\$ 4.50	\$ 22,500.00		\$ -	\$ -	\$ -
7.03		4" ELECTRICAL CONDUIT	LF	12,000	\$ 2.20	\$ 26,400.00		\$ -	\$ -	\$ -
7.04		4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	EA	30	\$ 40.50	\$ 1,215.00		\$ -	\$ -	\$ -
8.0 EROSION / SEDIMENTATION CONTROL										
8.01		VEHICLE TRACK PAD	EA	1	\$ 1,335.00	\$ 1,335.00		\$ -	1.0	\$ 1,335.00
8.02		EROSION LOGS	LF	500	\$ 2.10	\$ 1,050.00		\$ -	\$ -	\$ -
8.03		CONCRETE WASH OUT	EA	2	\$ 335.00	\$ 670.00		\$ -	\$ -	\$ -
8.04		INLET / OUTLET PROTECTION	EA	5	\$ 56.00	\$ 280.00		\$ -	\$ -	\$ -
8.05		EROSION CONTROL SUPERVISOR	LS	1	\$ 2,080.00	\$ 2,080.00	0.20	\$ 416.00	0.4	\$ 832.00
8.06		DUST ABATEMENT	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -	\$ -	\$ -
8.07		SEEDING	ACRE	5	\$ 1,470.00	\$ 7,350.00		\$ -	\$ -	\$ -
8.08		MULCHING	ACRE	5	\$ 1,315.00	\$ 6,575.00		\$ -	\$ -	\$ -
9.0 STREETS										
9.01		1'-6" Curb and Gutter	LF	2288	\$ 8.50	\$ 19,448.00		\$ -	\$ -	\$ -
9.02		4" Concrete, Including 6" Min. Class VI ABC	SY	1619	\$ 30.00	\$ 48,570.00		\$ -	\$ -	\$ -
9.03		8" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335	\$ 65.50	\$ 21,842.50		\$ -	\$ -	\$ -
9.04		ADA Curb Ramp & Mat	EA	11	\$ 1,020.00	\$ 11,220.00		\$ -	\$ -	\$ -
9.05		Geogrid (Tensar BX1200 or Equal)	SY	3000	\$ 6.45	\$ 19,350.00		\$ -	\$ -	\$ -
9.07		24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 16.25	\$ 34,612.50		\$ -	\$ -	\$ -
9.09		11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 10.10	\$ 21,513.00		\$ -	\$ -	\$ -
9.10		9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1533	\$ 8.10	\$ 12,417.30		\$ -	\$ -	\$ -
9.11		6" Class VI ABC Shoulders	SY	926	\$ 5.25	\$ 4,861.50		\$ -	\$ -	\$ -
9.12		TACK COAT	SY	3174	\$ 0.32	\$ 1,015.68		\$ -	\$ -	\$ -
9.14		4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	SY	1862	\$ 22.00	\$ 40,964.00		\$ -	\$ -	\$ -
9.15		4" Thk Asphalt Pavement (Private)	SY	1312	\$ 20.75	\$ 27,224.00		\$ -	\$ -	\$ -
9.17		Asphalt Patchwork	SY	75	\$ 38.85	\$ 2,913.75		\$ -	\$ -	\$ -
9.18		Centerline Striping	LS	1	\$ 300.00	\$ 300.00		\$ -	\$ -	\$ -
9.19		White Lane Striping	EA	1	\$ 600.00	\$ 600.00		\$ -	\$ -	\$ -
9.20		Crosswalk Striping	EA	1	\$ 1,050.00	\$ 1,050.00		\$ -	\$ -	\$ -
9.21		Street Name Sign, Post and Post Base	EA	1	\$ 115.00	\$ 115.00		\$ -	\$ -	\$ -
9.22		Speed Limit Sign, Post and Post Base	EA	3	\$ 145.00	\$ 435.00		\$ -	\$ -	\$ -
9.23		Stop Signs, Post and Post Base	EA	2	\$ 160.00	\$ 320.00		\$ -	\$ -	\$ -
9.24		End of Roadway Marker Sign, Post and Post Base	EA	2	\$ 115.00	\$ 230.00		\$ -	\$ -	\$ -
9.25		No Outlet Sign, Post and Post Base	EA	2	\$ 165.00	\$ 330.00		\$ -	\$ -	\$ -
10.0 GENERAL CONDITIONS										
10.01		Surveying	LS	1	\$ 7,600.00	\$ 7,600.00	0.20	\$ 1,520.00	0.3	\$ 2,280.00
10.02		Materials Testing	LS	1	BY OWNER					

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #2
 PERIOD ENDING
 28-Feb-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
10.03		Traffic Control	LS	1	See Item 3.10					
10.04		CDOT Utility Permitting	LS	1	See Item 3.11					
10.05		Stormwater Permitting, Inspections & Reporting	LS	1	\$ 1,265.00	\$ 1,265.00	0.20	\$ 253.00	0.4	\$ 506.00
10.06		Project Status Meetings	LS	1	\$ 1,040.00	\$ 1,040.00	0.20	\$ 208.00	0.4	\$ 416.00
10.07		Mobilization	LS	1	\$ 3,885.00	\$ 3,885.00	0.20	\$ 777.00	0.4	\$ 1,554.00
10.08		Sanitary Facilities	LS	1	\$ 475.00	\$ 475.00	0.20	\$ 95.00	0.4	\$ 190.00
10.09		Contractor As-Built Drawings	LS	1	\$ 840.00	\$ 840.00		\$ -		\$ -
GRAND TOTAL ==>						\$ 779,629.43		\$ 165,179.10		\$ 182,215.60

PROJECT: Community Hospital Infrastructure - 12 248
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #2
 PERIOD ENDING
 28-Feb-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
CHANGE ORDER: COR-246-001 (1-16-13)										
		Additional Asphalt - 1/2" (Private Drive)	SY	1312	\$ 2.85	\$ 3,739.20		\$ -		\$ -
		Additional Asphalt - 1" (23 3/4 Road)	SY	1852	\$ 5.75	\$ 10,708.50		\$ -		\$ -
		Remove Irrigation Line Along 23 3/4	LF	480	\$ 11.00	\$ 5,280.00	455.00	\$ 5,005.00	455.0	\$ 5,005.00
		Deletion of 8" Valve	EA	1	\$ (1,345.00)	\$ (1,345.00)	1.00	\$ (1,345.00)	1.0	\$ (1,345.00)
		Deletion of 10" Valve	EA	1	\$ (2,075.00)	\$ (2,075.00)	1.00	\$ (2,075.00)	1.0	\$ (2,075.00)
		Installation of Additional 8" Stubs on MH B-10	LS	1	\$ 2,000.00	\$ 2,000.00		\$ -		\$ -
CHANGE ORDER TOTAL ==						\$ 18,305.70		\$ 1,585.00		\$ 1,585.00
NEW CONTRACT TOTAL ==>						\$ 797,935.13		\$ 166,764.10		\$ 193,800.60

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$150,087.69 for labor, services, equipment or material furnished to Community Hospital, on the job of Community Hospital Infrastructure located at Grand Junction, CO and does hereby release pro tanto* any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to Community Hospital through 02-28-13 only and does not cover any retention or items furnished after that date.

NOTICE TO PERSON SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHT UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR ALL WORK. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

*For so much; for as much as may be; as far as it goes.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, material men and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Date: 4-1-13

Supplier: Mountain Valley Contracting, Inc.

By: Jacob B. Davis

Jacob Davis

Printed Name

Title: Project Manager

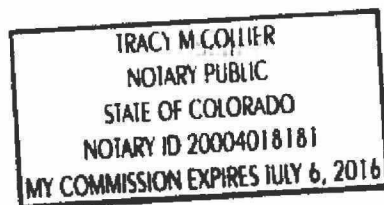
Officer of the Company

Sworn this 1st date of April, 2013

County of Mesa, State of Colorado

Notary: Tracy M. Collier

My Commission Expires: 7/6/16



10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. Four (4)

To: Community Hospital (owner), for work at Community Health & Wellness Subdivision (Project), accomplished through the date of 3/31/13 by Mountain Valley Contracting (Subcontractor) as follows or attach an itemized list.

CONTRACTOR'S Certification: Mountain Valley Contracting (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of Mountain Valley Contracting (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 4 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated March 31, 2013 Mountain Valley Contracting (subcontractor)
By: Jab B. Das
Title: Project Manager
Community Health & Wellness Subdivision

Per paragraph 2(a) of the disbursement agreement for Community Health & Wellness Subdivision (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER / MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated APRIL 16, 2013 Name: [Signature]
By: MARK AUSTIN, AUSTIN CIVIL GROUP, INC.

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated MAY 21, 2013 CITY OF GRAND JUNCTION
By: [Signature]
Title: ERIC HAHN, CITY DEVELOPMENT ENG.

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated _____, 20____ Company: _____
By & Title: _____

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit a spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current Request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA.
2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Community Health & Wellness Sub. (SSU-2012-420)
DEVELOPER: Community Hospital
ESCROW AGENCY: Alpine Bank

DIA NOT RECORDED:
DIA RECORDED: x
 Book - _____
 Page - _____

DATE	BY	A) Sanitary Sewer	B) Domestic Water	C) Streets & Bridges	D) Grading & Drainage	E) Landscape & Irrigation	F) Misc. Items	City Security (20%)	TOTAL
Original Amount									
		\$279,080.00	\$179,977.00	\$211,158.22	\$209,469.33	\$38,874.63	\$36,500.00	\$191,011.84	\$1,146,071.02
Disbursements									
16-Jan-13	ewh	\$170,276.00	\$40,783.00	(\$109,489.00)	\$57,167.00	(\$4,702.00)	\$21,395.00		\$175,430.00
1-Feb-13	ewh				\$24,944.00		\$2,093.00		\$27,037.00
3-Apr-13	ewh	\$108.00	\$119,609.00		\$8,768.00				\$128,485.00
21-May-13	ewh	\$31,443.00	\$880.00	\$25,547.00	\$83,206.00		\$2,505.00		\$143,581.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Total	Disbursed	\$201,827.00	\$161,272.00	(\$83,942.00)	\$174,085.00	(\$4,702.00)	\$25,993.00	\$0.00	\$474,533.00
Remaining Balance									
		\$77,253.00	\$18,705.00	\$295,100.22	\$35,384.33	\$43,576.63	\$10,507.00	\$191,011.84	\$671,538.02

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$474,533.00, including all previous payments, to the Developer for work completed on the Project.

Signature: _____

Name: Eric Hahn

Date: 5/21/13

Title: City Development Engineer

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Community Health & Wellness Plaza Subdivision
 DEVELOPER: Community Hospital
 ESCROW AGENCY: Alpine Bank
 CONSTRUCTION COSTS: \$ 955,059
 20% CITY SECURITY: \$ 191,012
 TOTAL DIA AMOUNT: \$ 1,146,071

DATE	A - SANITARY	B - WATER	C - STREETS	D - GRAD/DRAIN	E - LSCAP/IRRIG	F - MISC	CITY SECURITY	TOTAL
Original DIA	279,080	179,977	211,158	209,469	38,875	36,500	191,012	1,146,071
Disbursements								
12/31/12	170,276	40,783	(109,489)	57,167	(4,702)	21,395	-	175,430
1/30/13				24,944		2,093		27,037
2/28/13	108	119,609		8,768				128,484
3/31/13	31,443	880	25,547	83,206		2,505		143,580
								-
								-
Total Disbursed	201,827	161,272	(83,943)	174,085	(4,702)	25,993		474,531
Balance	77,254	18,705	295,101	35,385	43,577	10,507		671,540



MOUNTAIN VALLEY CONTRACTING

Certificate For Payment

Project: Community Hospital Infrastructure - 12.246
Contractor: Mountain Valley Contracting, Inc.
Pay Estimate Number: 003
Pay Period: 3/1/2013 to 3/31/2013

Date: 2-Apr-13

Original Contract Amount:	\$ 779,629.43
Change Orders:	\$ 48,551.60
Current Contract Total:	\$ 828,181.03

Earnings:

Previous Amount Earned	\$ 193,800.60
Amount Earned This Period:	\$ 143,580.00
Total Earned To Date:	\$ 337,380.60
Less Retainage: <u>10%</u>	\$ 33,738.06
Less Previous Payments:	\$ 174,420.54
Current Amount Due:	\$ 129,222.00

Change Order Summary			
Change Orders Approved By Owner		Additions	Deductions
Total of Previous Change Orders		\$ 21,155.70	\$ (3,420.00)
Approved This Month:		 	
Number:	Date Approved:		
Change Order 3	3/12/2013	\$ 14,986.10	
Change Order 4	3/18/2013	\$ 9,587.30	
PENDING CHANGE ORDERS	Pending	\$ 6,242.50	
Totals:		\$ 51,971.60	\$ (3,420.00)
Net Change By Change Orders:		\$	48,551.60

This Certificate of Payment was prepared for Community Hospital of Grand Junction, CO
 The undersigned Contractor certifies that all previous progress payments received from Community Hospital under this contract have been applied by the undersigned to discharge all obligations incurred in connection with the Work and that the Work covered by this Certificate of Payment has been completed in accordance with the Contract Documents

Contractor: Mountain Valley Contracting, Inc.

Certified By: Jacob B. Davis
 Jacob Davis Project Manager

4/2/13
 Date

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #3
 PERIOD ENDING
 31-Mar-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
1.0 DEMOLITION / REMOVAL										
	1.01	Clear & Grub	LS	1	\$ 9,725.00	\$ 9,725.00		\$ -	1.0	\$ 9,725.00
	1.02	Strip Topsoil / Organics	LS	1	\$ 5,350.00	\$ 5,350.00		\$ -	1.0	\$ 5,350.00
2.0 EARTHWORK										
	2.01	Earthwork Cut/Fill	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -	1.0	\$ 7,500.00
	2.02	Detention Pond Cut/Fill	LS	1	\$ 16,085.00	\$ 16,085.00	0.30	\$ 4,825.50	0.3	\$ 4,825.50
D	2.03	Subgrade Preparation / Fine Grade for Streets	LS	1	\$ 2,470.00	\$ 2,470.00		\$ -	0.5	\$ 1,111.50
	2.04	Subgrade Prep/Fine Grade for Walks	LS	1	\$ 7,020.00	\$ 7,020.00		\$ -		\$ -
	2.05	Subgrade Stabilization	CY	200	\$ 12.00	\$ 2,400.00		\$ -		\$ -
	2.06	Flow Fill Backfill	CY	50	\$ 54.50	\$ 2,725.00		\$ -		\$ -
3.0 SANITARY SEWER										
	3.01	10" SEWER PIPE (SDR 26 PVC)	LF	4622	\$ 12.50	\$ 57,775.00	672.00	\$ 8,400.00	2,562.0	\$ 32,025.00
	3.02	8" SEWER PIPE	LF	252	\$ 10.60	\$ 2,671.20		\$ -	75.0	\$ 795.00
	3.03	6" SEWER PIPE	LF	233	\$ 15.20	\$ 3,541.60		\$ -	28.0	\$ 425.60
	3.04	4-FT DIA SANITARY MANHOLES	EA	16	\$ 1,530.00	\$ 24,480.00	10.00	\$ 15,300.00	10.0	\$ 15,300.00
	3.05	CONNECTION TO EXISTING MANHOLE	LS	1	\$ 495.00	\$ 495.00	1.00	\$ 495.00	1.0	\$ 495.00
A	3.06	FLOWABLE FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -		\$ -
	3.07	DE-WATERING TRENCH	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
	3.08	GRANULAR STABILIZATION (1/2 Total Length of 10")	TON	1156	\$ 8.00	\$ 9,248.00		\$ -		\$ -
	3.09	IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	TON	1156	\$ 3.50	\$ 4,046.00	1853.00	\$ 6,485.50	1,853.0	\$ 6,485.50
	3.10	TRAFFIC CONTROL	LS	1	\$ 1,075.00	\$ 1,075.00	0.50	\$ 537.50	0.6	\$ 645.00
	3.11	CDOT PERMITTING	LS	1	\$ 225.00	\$ 225.00	1.00	\$ 225.00	1.0	\$ 225.00
	3.12	LANDSCAPE/ IRRIGATION REPAIRS	LS	1	\$ 500.00	\$ 500.00		\$ -		\$ -
	3.13	CONCRETE ENCASEMENT	LF	50	\$ 42.25	\$ 2,112.50		\$ -		\$ -
4.0 WATER										
	4.01	10" WATER MAIN	LF	1651	\$ 19.90	\$ 32,854.90		\$ -	1,651.0	\$ 32,854.90
	4.02	8" WATER MAIN	LF	1362	\$ 14.50	\$ 19,749.00		\$ -	1,362.0	\$ 19,749.00
	4.03	6" WATER MAIN	LF	420	\$ 13.25	\$ 5,565.00		\$ -	420.0	\$ 5,565.00
	4.04	10" WATER VALVES	EA	7	\$ 2,075.00	\$ 14,525.00		\$ -	7.0	\$ 14,525.00
	4.05	8" WATER VALVES	EA	8	\$ 1,345.00	\$ 10,760.00		\$ -	8.0	\$ 10,760.00
	4.06	6" WATER VALVES	EA	13	\$ 925.00	\$ 12,025.00		\$ -	13.0	\$ 12,025.00
	4.07	FIRE HYDRANTS	EA	9	\$ 4,285.00	\$ 38,565.00		\$ -	7.0	\$ 29,995.00
	4.08	Cap Water Service Line At Main (G Road)	LS	1	\$ 1,365.00	\$ 1,365.00		\$ -		\$ -
	4.09	CONNECTION TO MAIN LINES IN G ROAD	EA	2	\$ 575.00	\$ 1,150.00		\$ -	2.0	\$ 1,150.00
	4.10	FLOW FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -		\$ -
	4.11	DISSINFECTION / FLUSHING / TESTING	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -	1.0	\$ 1,000.00
5.0 STORMWATER SYSTEM										
	5.01	18" PIPE	LF	283	\$ 28.75	\$ 8,136.25	260.00	\$ 7,475.00	260.0	\$ 7,475.00
	5.02	24" PIPE	LF	779	\$ 41.25	\$ 32,133.75	680.00	\$ 28,050.00	680.0	\$ 28,050.00
	5.03	30" PIPE	LF	21	\$ 69.00	\$ 1,449.00	20.00	\$ 1,380.00	20.0	\$ 1,380.00
D	5.04	24"X38" Elliptical RCP	LF	39	\$ 105.00	\$ 4,095.00	40.00	\$ 4,200.00	40.0	\$ 4,200.00
	5.05	42" PIPE	LF	93	\$ 97.50	\$ 9,067.50	93.00	\$ 9,067.50	93.0	\$ 9,067.50
	5.07	18" FES	EA	1	\$ 315.00	\$ 315.00	1.00	\$ 315.00	1.0	\$ 315.00
	5.08	42" FES	EA	1	\$ 2,445.00	\$ 2,445.00	1.00	\$ 2,445.00	1.0	\$ 2,445.00
	5.10	4'-DIA MANHOLE (For Max 18" Pipe)	EA	3	\$ 1,450.00	\$ 4,350.00	2.00	\$ 2,900.00	2.0	\$ 2,900.00
	5.11	5'-DIA MANHOLE (21"-30" Pipe)	EA	3	\$ 2,200.00	\$ 6,600.00	2.00	\$ 4,400.00	2.0	\$ 4,400.00
	5.13	Single Inlet	EA	1	\$ 1,865.00	\$ 1,865.00	1.00	\$ 1,865.00	1.0	\$ 1,865.00

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #3
 PERIOD ENDING
 31-Mar-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
D	5.14	Double Inlet	EA	1	\$ 3,680.00	\$ 3,680.00	1.00	\$ 3,680.00	1.0	\$ 3,680.00
	5.16	CDOT Type R	EA	1	\$ 4,550.00	\$ 4,550.00	1.00	\$ 4,550.00	1.0	\$ 4,550.00
6.0 IRRIGATION & LANDSCAPE										
	6.01	8" Irrigation Pipe - Class 160	LF	1000	\$ 9.85	\$ 9,850.00		\$ -	355.0	\$ 3,496.75
	6.02	10" Irrigation Pipe - Class 160	LF	1455	\$ 13.25	\$ 19,278.75		\$ -	750.0	\$ 9,937.50
	6.03	Irrigation Manhole	EA	3	\$ 2,020.00	\$ 6,060.00		\$ -		\$ -
	6.04	Air Vac	EA	3	\$ 1,150.00	\$ 3,450.00		\$ -		\$ -
	6.05	8" Gate Valves	EA	3	\$ 1,525.00	\$ 4,575.00		\$ -		\$ -
	6.06	Tracer Wire	LF	1455	\$ 0.25	\$ 363.75		\$ -		\$ -
7.0 DRY UTILITIES										
C	7.01	4" PVC SLEEVES	LF	500	\$ 2.20	\$ 1,100.00	120.00	\$ 264.00	120.0	\$ 264.00
	7.02	UTILITY TRENCHING / BACKFILL	LF	5000	\$ 4.50	\$ 22,500.00	2285.00	\$ 10,282.50	2,285.0	\$ 10,282.50
	7.03	4" ELECTRICAL CONDUIT	LF	12,000	\$ 2.50	\$ 26,400.00	6450.00	\$ 14,190.00	6,450.0	\$ 14,190.00
	7.04	4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	EA	30	\$ 40.50	\$ 1,215.00	20.00	\$ 810.00	20.0	\$ 810.00
8.0 EROSION / SEDIMENTATION CONTROL										
D	8.01	VEHICLE TRACK PAD	EA	1	\$ 1,335.00	\$ 1,335.00		\$ -	1.0	\$ 1,335.00
	8.02	EROSION LOGS	LF	500	\$ 2.10	\$ 1,050.00		\$ -		\$ -
	8.03	CONCRETE WASH OUT	EA	2	\$ 335.00	\$ 670.00		\$ -		\$ -
	8.04	INLET / OUTLET PROTECTION	EA	5	\$ 56.00	\$ 280.00		\$ -		\$ -
	8.05	EROSION CONTROL SUPERVISOR	LS	1	\$ 2,080.00	\$ 2,080.00	0.20	\$ 416.00	0.6	\$ 1,248.00
	8.06	DUST ABATEMENT	LS	1	\$ 1,000.00	\$ 1,000.00	0.50	\$ 500.00	0.5	\$ 500.00
	8.07	SEEDING	ACRE	5	\$ 1,470.00	\$ 7,350.00		\$ -		\$ -
	8.08	MULCHING	ACRE	5	\$ 1,315.00	\$ 6,575.00		\$ -		\$ -
9.0 STREETS										
	9.01	1'-6" Curb and Gutter	LF	2288	\$ 8.50	\$ 19,448.00		\$ -		\$ -
	9.02	4" Concrete, Including 6" Min. Class VI ABC	SY	1619	\$ 30.00	\$ 48,570.00		\$ -		\$ -
	9.03	8" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335	\$ 65.50	\$ 21,942.50		\$ -		\$ -
	9.04	ADA Curb Ramp & Mat	EA	11	\$ 1,020.00	\$ 11,220.00		\$ -		\$ -
	9.05	Geogrid (Tensar BX1200 or Equal)	SY	3000	\$ 6.45	\$ 19,350.00		\$ -		\$ -
	9.07	24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 16.25	\$ 34,612.50		\$ -		\$ -
	9.09	11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 10.10	\$ 21,513.00		\$ -		\$ -
	9.10	9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1533	\$ 8.10	\$ 12,417.30		\$ -		\$ -
	9.11	6" Class VI ABC Shoulders	SY	926	\$ 5.25	\$ 4,861.50		\$ -		\$ -
	9.12	TACK COAT	SY	3174	\$ 0.32	\$ 1,015.68		\$ -		\$ -
	9.14	4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	SY	1862	\$ 22.00	\$ 40,964.00		\$ -		\$ -
	9.15	4" Thk Asphalt Pavement (Private)	SY	1312	\$ 20.75	\$ 27,224.00		\$ -		\$ -
	9.17	Asphalt Patchwork	SY	75	\$ 38.85	\$ 2,913.75		\$ -		\$ -
	9.18	Centerline Striping	LS	1	\$ 300.00	\$ 300.00		\$ -		\$ -
	9.19	White Lane Striping	EA	1	\$ 600.00	\$ 600.00		\$ -		\$ -
	9.20	Crosswalk Striping	EA	1	\$ 1,050.00	\$ 1,050.00		\$ -		\$ -
	9.21	Street Name Sign, Post and Post Base	EA	1	\$ 115.00	\$ 115.00		\$ -		\$ -
	9.22	Speed Limit Sign, Post and Post Base	EA	3	\$ 145.00	\$ 435.00		\$ -		\$ -
	9.23	Stop Signs, Post and Post Base	EA	2	\$ 160.00	\$ 320.00		\$ -		\$ -
	9.24	End of Roadway Marker Sign, Post and Post Base	EA	2	\$ 115.00	\$ 230.00		\$ -		\$ -
	9.25	No Outlet Sign, Post and Post Base	EA	2	\$ 165.00	\$ 330.00		\$ -		\$ -
10.0 GENERAL CONDITIONS										
D	10.01	Surveying	LS	1	\$ 7,600.00	\$ 7,600.00	0.20	\$ 1,520.00	0.5	\$ 3,800.00
	10.02	Materials Testing	LS	1						

BY OWNER

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #3
 PERIOD ENDING
 31-Mar-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
								\$	-	
CHANGE ORDER: COR-246-001 (1-15-13)								\$	-	
								\$	-	
								\$	-	
		Additional Asphalt - 1/2" (Private Drive)	SY	1312	\$ 2.85	\$ 3,739.20		\$ -	\$ -	\$ -
		Additional Asphalt - 1" (23 3/4 Road)	SY	1862	\$ 5.75	\$ 10,706.50		\$ -	\$ -	\$ -
		Remove Irrigation Line Along 23 3/4	LF	480	\$ 11.00	\$ 5,280.00		\$ -	455.0	\$ 5,005.00
		Deletion of 8" Valve	EA	1	\$ (1,345.00)	\$ (1,345.00)		\$ -	1.0	\$ (1,345.00)
		Deletion of 10" Valve	EA	1	\$ (2,075.00)	\$ (2,075.00)		\$ -	1.0	\$ (2,075.00)
		Installation of Additional 8" Stubs on MH B-10	LS	1	\$ 550.00	\$ 550.00		\$ -		\$ -
								\$	-	
CHANGE ORDER TOTAL ===						\$ 16,855.70		\$ -	\$ -	\$ 1,585.00
NEW CONTRACT TOTAL ==>>						\$ 796,485.13		\$ 135,302.50	\$ -	\$ 333,698.25
								\$	-	
								\$	-	
								\$	-	
								\$	-	
								\$	-	
CHANGE ORDER: 002								\$	-	
	B	Additional 45s on 8" Waterline	EA	4	220	880	4.00	\$ 880.00	4.0	\$ 880.00
CHANGE ORDER TOTAL ===						\$ 880.00		\$ 880.00	\$ -	\$ 880.00
NEW CONTRACT TOTAL ==>>						\$ 797,365.13		\$ 136,182.50	\$ -	\$ 334,578.25
CHANGE ORDER: 003								\$	-	
	F	Provide Staking for Dry Utilities/Light Poles	LS	1	1650	\$ 1,650.00	0.50	\$ 825.00	0.5	\$ 825.00
		Trench Plates at Construction Access Over Utility Trench	LS	1	330	\$ 330.00	1.00	\$ 330.00	1.0	\$ 330.00
		Herbicide in 23 3/4 Road under Pavement	LS	1	426	\$ 426.00		\$ -		\$ -
		Herbicide in Private Road under Pavement	LS	1	306.6	\$ 306.60		\$ -		\$ -
		Modify Stormwater Pond Grading	LS	1	5850	\$ 5,850.00		\$ -		\$ -
		Provide 1" Conduit and 1" Sweeps	LS	1	1038	\$ 1,038.00		\$ -		\$ -
		Provide 2" Conduit and 2" Sweeps	LS	1	3023	\$ 3,023.00		\$ -		\$ -
		Provide 3" SDR26 Irrigation Piping	LF	750	3.15	\$ 2,362.50		\$ -		\$ -
CHANGE ORDER TOTAL ===						\$ 14,986.10		\$ 1,155.00	\$ -	\$ 1,155.00
NEW CONTRACT TOTAL ==>>						\$ 812,351.23		\$ 137,337.50	\$ -	\$ 335,733.25
CHANGE ORDER: 004								\$	-	
		Provide Irrigation Manhole A-4 Changes	LS	1	1015	\$ 1,015.00		\$ -		\$ -
		Provide Irrigation Manhole B-2 Changes	LS	1	1015	\$ 1,015.00		\$ -		\$ -
		Provide 6" Irrigation Line	LF	825	9	\$ 7,425.00		\$ -		\$ -
		Provide 3" Irrigation Pipe	LF	42	3.15	\$ 132.30		\$ -		\$ -
CHANGE ORDER TOTAL ===						\$ 9,587.30		\$ -	\$ -	\$ -
NEW CONTRACT TOTAL ==>>						\$ 821,938.53		\$ 137,337.50	\$ -	\$ 335,733.25

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #3
 PERIOD ENDING
 31-Mar-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
		CHANGE ORDER: PENDING								
	F	Provide Survey for Xcel Energy at southern property line (FO 08)	LS	1	250 \$	250.00	1.00 \$	250.00	1.0 \$	250.00
		CHANGE ORDER TOTAL ===				\$ 250.00		\$ 250.00		\$ 250.00
		NEW CONTRACT TOTAL ==>>				\$ 822,188.53		\$ 137,587.50		\$ 335,983.25
		CHANGE ORDER: PENDING								
	D	Furnish and Install new 24" RCP in of place 24" ADS to make connection on Private Drive	LF	55	50 \$	2,750.00	55.00 \$	2,750.00	55.0 \$	2,750.00
		CHANGE ORDER TOTAL ===				\$ 2,750.00		\$ 2,750.00		\$ 2,750.00
		NEW CONTRACT TOTAL ==>>				\$ 824,938.53		\$ 140,337.50		\$ 338,733.25
		CHANGE ORDER: PENDING								
	F	Per RFI-12.246-012 Remove materail from bottom of utility trench and bring in clean material from other on-site sources	LS	1	1100 \$	1,100.00	1.00 \$	1,100.00	1.0 \$	1,100.00
		CHANGE ORDER TOTAL ===				\$ 1,100.00		\$ 1,100.00		\$ 1,100.00
		NEW CONTRACT TOTAL ==>>				\$ 826,038.53		\$ 141,437.50		\$ 339,833.25
		CHANGE ORDER: PENDING								
		Recompact Storm Drain due to change in proctor Note: Standard proctor passed, had to recompact due to moving to modified proctor								
		WO#3920								
		T-28	HR	3	65 \$	195.00	3.00 \$	195.00	3.0 \$	195.00
		R-10	HR	2	70 \$	140.00	2.00 \$	140.00	2.0 \$	140.00
		T-22 (Service Truck)	HR	6	15 \$	90.00	6.00 \$	90.00	6.0 \$	90.00
		E-17	HR	3	150 \$	450.00	3.00 \$	450.00	3.0 \$	450.00
	D	L-15	HR	2	70 \$	140.00	2.00 \$	140.00	2.0 \$	140.00
		WO#3921								
		L-16	HR	5	85 \$	425.00	5.00 \$	425.00	5.0 \$	425.00
		T-22 (Service Truck)	HR	7.5	15 \$	112.50	7.50 \$	112.50	7.5 \$	112.50
		R-10	HR	2	70 \$	140.00	2.00 \$	140.00	2.0 \$	140.00
		E-17	HR	3	150 \$	450.00	3.00 \$	450.00	3.0 \$	450.00
		CHANGE ORDER TOTAL ===				\$ 2,142.50		\$ 2,142.50		\$ 2,142.50
		NEW CONTRACT TOTAL ==>>				\$ 828,181.03		\$ 143,580.00		\$ 341,975.75

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of **\$129,222.00** for labor, services, equipment or material furnished to **Community Hospital**. on the job of **Community Hospital Infrastructure** located at **Grand Junction, CO** and does hereby release pro tanto* any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to Community Hospital through **03-31-13** only and does not cover any retention or items furnished after that date.

NOTICE TO PERSON SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHT UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR ALL WORK. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

*For so much; for as much as may be; as far as it goes.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, material men and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Date: 4-14-13

Supplier: Mountain Valley Contracting, Inc.

By: Jacob B. Davis

Jacob Davis
Printed Name

Title: Project Manager

Officer of the Company

Sworn this 14th date of May, 2013

County of Mesa, State of Colorado

Notary: Tracy M. Collier

My Commission Expires: 7/6/16

TRACY M COLLIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004018181
MY COMMISSION EXPIRES JULY 6, 2016


DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Community Health & Wellness Sub. (SSU-2012-420)
DEVELOPER: Community Hospital
ESCROW AGENCY: Alpine Bank

DIA NOT RECORDED:
DIA RECORDED: x
 Book - _____
 Page - _____

DATE	BY	A) Sanitary Sewer	B) Domestic Water	C) Streets & Bridges	D) Grading & Drainage	E) Landscape & Irrigation	F) Misc. Items	City Security (20%)	TOTAL
Original Amount									
		\$279,080.00	\$179,977.00	\$211,158.22	\$209,469.33	\$38,874.63	\$36,500.00	\$191,011.84	\$1,146,071.02
Disbursements									
16-Jan-13	ewh	\$170,276.00	\$40,783.00	(\$109,489.00)	\$57,167.00	(\$4,702.00)	\$21,395.00		\$175,430.00
1-Feb-13	ewh				\$24,944.00		\$2,093.00		\$27,037.00
3-Apr-13	ewh	\$108.00	\$119,609.00		\$8,768.00				\$128,485.00
21-May-13	ewh	\$31,443.00	\$880.00	\$25,547.00	\$83,206.00		\$2,505.00		\$143,581.00
21-Jun-13	ewh	\$42,987.00		\$66,942.00	\$13,069.00	\$26,630.00	\$7,426.00		\$157,054.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Total Disbursed		\$244,814.00	\$161,272.00	(\$17,000.00)	\$187,154.00	\$21,928.00	\$33,419.00	\$0.00	\$631,587.00
Remaining Balance									
		\$34,266.00	\$18,705.00	\$228,158.22	\$22,315.33	\$16,946.63	\$3,081.00	\$191,011.84	\$514,484.02

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$631,587.00, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Eric Hahn

Date: 6/21/13
 Title: City Development Engineer

10 28 2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. Five (5)

To: Community Hospital, for work at Community Health & Wellness Subdivision, accomplished
(owner) (Project)
through the date of 4/30/13 by Mountain Valley Contracting as follows or attach an itemized list.
(Subcontractor)

CONTRACTOR'S Certification: Mountain Valley Contracting (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of Mountain Valley Contracting (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 5 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated April 30, 20 13 Mountain Valley Contracting (subcontractor)
By: Josh B. Dai
Title: Project Manager
Community Health & Wellness Subdivision

Per paragraph 2(a) of the disbursement agreement for Community Health & Wellness Subdivision (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER / MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated MAY 28, 20 13 Name: Mark Austin
By: MARK AUSTIN

CITY OF GRAND JUNCTION RECOMMENDATIONS. This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated JUNE 21, 20 13 CITY OF GRAND JUNCTION
By: [Signature]
Title: CITY DEVELOPMENT ENGINEER

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated _____, 20 ____ Company: _____
By & Title: _____

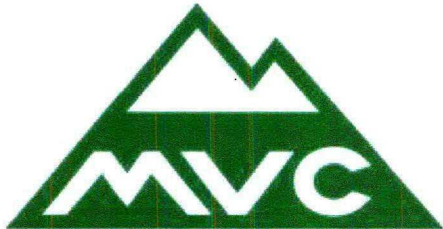
As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit a spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current Request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA.
2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Community Health & Wellness Plaza Subdivision
 DEVELOPER: Community Hospital
 ESCROW AGENCY: Alpine Bank
 CONSTRUCTION COSTS: \$ 955,059
 20% CITY SECURITY: \$ 191,012
 TOTAL DIA AMOUNT: \$ 1,146,071

DATE	A - SANITARY	B - WATER	C - STREETS	D - GRAD/DRAIN	E - LSCAP/IRRIG	F - MISC	CITY SECURITY	TOTAL
Original DIA	279,080	179,977	211,158	209,469	38,875	36,500	191,012	1,146,071
Disbursements								
12/31/12	170,276	40,783	(109,489)	57,167	(4,702)	21,395	-	175,430
1/30/13				24,944		2,093		27,037
2/28/13	108	119,609		8,768				128,484
3/31/13	31,443	880	25,547	83,206		2,505		143,580
4/30/13	42,987		66,942	13,069	26,630	7,426		157,053
								-
Total Disbursed	244,813	161,272	(17,001)	187,153	21,928	33,419		631,584
Balance	34,267	18,705	228,159	22,316	16,947	3,081		514,487



MOUNTAIN VALLEY CONTRACTING

Certificate For Payment

Project: Community Hospital Infrastructure - 12.246
Contractor: Mountain Valley Contracting, Inc.
Pay Estimate Number: 4
Pay Period: 4/1/2013 to 4/30/2013

Date: 1-May-13

Original Contract Amount:	\$	779,629.43
Change Orders:	\$	58,437.55
Current Contract Total:	\$	838,066.98

Earnings:

Previous Amount Earned	\$	337,380.60
Amount Earned This Period:	\$	157,053.55
Total Earned To Date:	\$	494,434.15

Less Retainage: <u>10%</u>	\$	49,443.42
Less Previous Payments:	\$	303,642.54
Current Amount Due:	\$	141,348.20

Change Order Summary			
Change Orders Approved By Owner		Additions	Deductions
Total of Previous Change Orders		\$ 51,971.60	\$ (3,420.00)
Approved This Month:			
Number:	Date Approved:		
PENDING CHANGE ORDER	PENDING	\$ 23,699.25	\$ (13,813.30)
Totals:		\$ 75,670.85	\$ (17,233.30)
Net Change By Change Orders:		\$	58,437.55

This Certificate of Payment was prepared for Community Hospital of Grand Junction, CO
 The undersigned Contractor certifies that all previous progress payments received from Community Hospital under this contract have been applied by the undersigned to discharge all obligations incurred in connection with the Work and that the Work covered by this Certificate of Payment has been completed in accordance with the Contract Documents

Contractor: Mountain Valley Contracting, Inc.

Certified By: Jacob B. Davis Project Manager 5/1/13
Date
 Jacob Davis

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #4
 PERIOD ENDING
 30-Apr-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
1.0 DEMOLITION / REMOVAL										
	1.01	Clear & Grub	LS	1	\$ 9,725.00	\$ 9,725.00		\$ -	1.0	\$ 9,725.00
	1.02	Strip Topsoil / Organics	LS	1	\$ 5,350.00	\$ 5,350.00		\$ -	1.0	\$ 5,350.00
2.0 EARTHWORK										
	2.01	Earthwork Cut/Fill	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -	1.0	\$ 7,500.00
	2.02	Detention Pond Cut/Fill	LS	1	\$ 16,085.00	\$ 16,085.00	0.2	\$ 3,217.00	0.5	\$ 8,042.50
D	2.03	Subgrade Preparation / Fine Grade for Streets	LS	1	\$ 2,470.00	\$ 2,470.00	0.3	\$ 741.00	0.8	\$ 1,852.50
	2.04	Subgrade Prep/Fine Grade for Walks	LS	1	\$ 7,020.00	\$ 7,020.00		\$ -		\$ -
	2.05	Subgrade Stabilization	CY	200	\$ 12.00	\$ 2,400.00		\$ -		\$ -
	2.06	Flow Fill Backfill	CY	50	\$ 54.50	\$ 2,725.00		\$ -		\$ -
3.0 SANITARY SEWER										
	3.01	10" SEWER PIPE (SDR 26 PVC)	LF	4622	\$ 12.50	\$ 57,775.00	2160	\$ 27,000.00	4,722.0	\$ 59,025.00
	3.02	8" SEWER PIPE	LF	252	\$ 10.60	\$ 2,671.20	176	\$ 1,865.60	251.0	\$ 2,660.60
	3.03	6" SEWER PIPE	LF	233	\$ 15.20	\$ 3,541.60	205	\$ 3,116.00	233.0	\$ 3,541.60
	3.04	4-FT DIA SANITARY MANHOLES	EA	16	\$ 1,530.00	\$ 24,480.00	6	\$ 9,180.00	16.0	\$ 24,480.00
A	3.05	CONNECTION TO EXISTING MANHOLE	LS	1	\$ 495.00	\$ 495.00		\$ -	1.0	\$ 495.00
	3.06	FLOWABLE FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -		\$ -
	3.07	DE-WATERING TRENCH	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
	3.08	GRANULAR STABILIZATION (1/2 Total Length of 10")	TON	1156	\$ 8.00	\$ 9,248.00		\$ -		\$ -
	3.09	IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	TON	1156	\$ 3.50	\$ 4,046.00		\$ -	1,853.0	\$ 6,485.50
	3.10	TRAFFIC CONTROL	LS	1	\$ 1,075.00	\$ 1,075.00	0.4	\$ 430.00	1.0	\$ 1,075.00
	3.11	CDOT PERMITTING	LS	1	\$ 225.00	\$ 225.00		\$ -	1.0	\$ 225.00
	3.12	LANDSCAPE/IRRIGATION REPAIRS	LS	1	\$ 500.00	\$ 500.00		\$ -		\$ -
	3.13	CONCRETE ENCASEMENT	LF	50	\$ 42.25	\$ 2,112.50	20	\$ 845.00	20.0	\$ 845.00
4.0 WATER										
	4.01	10" WATER MAIN	LF	1651	\$ 19.90	\$ 32,854.90		\$ -	1,635.0	\$ 32,536.50
	4.02	8" WATER MAIN	LF	1362	\$ 14.50	\$ 19,749.00		\$ -	1,380.0	\$ 20,010.00
	4.03	6" WATER MAIN	LF	420	\$ 13.25	\$ 5,565.00		\$ -	153.0	\$ 2,027.25
	4.04	10" WATER VALVES	EA	7	\$ 2,075.00	\$ 14,525.00		\$ -	7.0	\$ 14,525.00
	4.05	8" WATER VALVES	EA	8	\$ 1,345.00	\$ 10,760.00		\$ -	8.0	\$ 10,760.00
	4.06	6" WATER VALVES	EA	13	\$ 925.00	\$ 12,025.00		\$ -	13.0	\$ 12,025.00
	4.07	FIRE HYDRANTS	EA	9	\$ 4,285.00	\$ 38,565.00		\$ -	7.0	\$ 29,995.00
	4.08	Cap Water Service Line At Main (G Road)	LS	1	\$ 1,365.00	\$ 1,365.00		\$ -		\$ -
	4.09	CONNECTION TO MAIN LINES IN G ROAD	EA	2	\$ 575.00	\$ 1,150.00		\$ -	2.0	\$ 1,150.00
	4.10	FLOW FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -		\$ -
	4.11	DISSINFECTION / FLUSHING / TESTING	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
5.0 STORMWATER SYSTEM										
	5.01	18" PIPE	LF	283	\$ 28.75	\$ 8,136.25		\$ -	260.0	\$ 7,475.00
	5.02	24" PIPE	LF	779	\$ 41.25	\$ 32,133.75		\$ -	680.0	\$ 28,050.00
	5.03	30" PIPE	LF	21	\$ 69.00	\$ 1,449.00		\$ -	20.0	\$ 1,380.00
	5.04	24"X38" Elliptical RCP	LF	39	\$ 105.00	\$ 4,095.00		\$ -	40.0	\$ 4,200.00
	5.05	42" PIPE	LF	93	\$ 97.50	\$ 9,067.50		\$ -	93.0	\$ 9,067.50
	5.07	18" FES	EA	1	\$ 315.00	\$ 315.00		\$ -	1.0	\$ 315.00
	5.08	42" FES	EA	1	\$ 2,445.00	\$ 2,445.00		\$ -	1.0	\$ 2,445.00
	5.10	4'-DIA MANHOLE (For Max 18" Pipe)	EA	3	\$ 1,450.00	\$ 4,350.00		\$ -	2.0	\$ 2,900.00
	5.11	5' DIA MANHOLE (21"-30" Pipe)	EA	3	\$ 2,200.00	\$ 6,600.00		\$ -	2.0	\$ 4,400.00
	5.13	Single Inlet	EA	1	\$ 1,865.00	\$ 1,865.00		\$ -	1.0	\$ 1,865.00

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #4
 PERIOD ENDING
 30-Apr-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
5.14		Double Inlet	EA	1	\$ 3,680.00	\$ 3,680.00		\$ -	1.0	\$ 3,680.00
5.16		CDOT Type R	EA	1	\$ 4,550.00	\$ 4,550.00		\$ -	1.0	\$ 4,550.00
6.0 IRRIGATION & LANDSCAPE										
E 6.01		8" Irrigation Pipe - Class 160	LF	1000	\$ 9.85	\$ 9,850.00	150	\$ 1,477.50	505.0	\$ 4,974.25
E 6.02		10" Irrigation Pipe - Class 160	LF	1455	\$ 13.25	\$ 19,278.75	711	\$ 9,420.75	1,461.0	\$ 19,358.25
E 6.03		Irrigation Manhole	EA	3	\$ 2,020.00	\$ 6,060.00	4	\$ 8,080.00	4.0	\$ 8,080.00
6.04		Air Vac	EA	3	\$ 1,150.00	\$ 3,450.00	4	\$ 4,600.00	4.0	\$ 4,600.00
6.05		8" Gate Valves	EA	3	\$ 1,525.00	\$ 4,575.00		\$ -		\$ -
6.06		Tracer Wire	LF	1455	\$ 0.25	\$ 363.75	1966	\$ 491.50	1,966.0	\$ 491.50
7.0 DRY UTILITIES										
7.01		4" PVC SLEEVES	LF	500	\$ 2.20	\$ 1,100.00		\$ -	120.0	\$ 264.00
C 7.02		UTILITY TRENCHING / BACKFILL	LF	5000	\$ 4.50	\$ 22,500.00	35	\$ 157.50	2,320.0	\$ 10,440.00
7.03		4" ELECTRICAL CONDUIT	LF	12,000	\$ 2.20	\$ 26,400.00	222	\$ 488.40	6,672.0	\$ 14,678.40
7.04		4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	EA	30	\$ 40.50	\$ 1,215.00	10	\$ 405.00	30.0	\$ 1,215.00
8.0 EROSION / SEDIMENTATION CONTROL										
8.01		VEHICLE TRACK PAD	EA	1	\$ 1,335.00	\$ 1,335.00		\$ -	1.0	\$ 1,335.00
8.02		EROSION LOGS	LF	500	\$ 2.10	\$ 1,050.00		\$ -		\$ -
8.03		CONCRETE WASH OUT	EA	2	\$ 335.00	\$ 670.00		\$ -		\$ -
8.04		INLET / OUTLET PROTECTION	EA	5	\$ 56.00	\$ 280.00		\$ -		\$ -
8.05		EROSION CONTROL SUPERVISOR	LS	1	\$ 2,080.00	\$ 2,080.00		\$ -	0.6	\$ 1,248.00
8.06		DUST ABATEMENT	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -	0.5	\$ 500.00
8.07		SEEDING	ACRE	5	\$ 1,470.00	\$ 7,350.00		\$ -		\$ -
8.08		MULCHING	ACRE	5	\$ 1,315.00	\$ 6,575.00		\$ -		\$ -
9.0 STREETS										
9.01		1'-6" Curb and Gutter	LF	2288	\$ 8.50	\$ 19,448.00		\$ -		\$ -
9.02		4" Concrete, Including 6" Min. Class VI ABC	SY	1619	\$ 30.00	\$ 48,570.00		\$ -		\$ -
9.03		8" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335	\$ 65.50	\$ 21,942.50		\$ -		\$ -
9.04		ADA Curb Ramp & Mat	EA	11	\$ 1,020.00	\$ 11,220.00		\$ -		\$ -
9.05		Geogrid (Tensar BX1200 or Equal)	SY	3000	\$ 6.45	\$ 19,350.00		\$ -		\$ -
9.07		24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 16.25					\$ -
9.09		11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 10.10					\$ -
9.10		9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1533	\$ 8.10	\$ 12,417.30		\$ -		\$ -
C 9.11		6" Class VI ABC Shoulders	SY	926	\$ 5.25	\$ 4,861.50		\$ -		\$ -
9.12		TACK COAT	SY	3174	\$ 0.32	\$ 1,015.68		\$ -		\$ -
9.14		4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	SY	1862	\$ 22.00	\$ 40,964.00		\$ -		\$ -
9.15		4" Thk Asphalt Pavement (Private)	SY	1312	\$ 20.75	\$ 27,224.00		\$ -		\$ -
9.17		Asphalt Patchwork	SY	75	\$ 38.85	\$ 2,913.75	209	\$ 8,119.65	209.0	\$ 8,119.65
9.18		Centerline Striping	LS	1	\$ 300.00	\$ 300.00		\$ -		\$ -
9.19		White Lane Striping	EA	1	\$ 600.00	\$ 600.00		\$ -		\$ -
9.20		Crosswalk Striping	EA	1	\$ 1,050.00	\$ 1,050.00		\$ -		\$ -
9.21		Street Name Sign, Post and Post Base	EA	1	\$ 115.00	\$ 115.00		\$ -		\$ -
9.22		Speed Limit Sign, Post and Post Base	EA	3	\$ 145.00	\$ 435.00		\$ -		\$ -
9.23		Stop Signs, Post and Post Base	EA	2	\$ 160.00	\$ 320.00		\$ -		\$ -
9.24		End of Roadway Marker Sign, Post and Post Base	EA	2	\$ 115.00	\$ 230.00		\$ -		\$ -
9.25		No Outlet Sign, Post and Post Base	EA	2	\$ 165.00	\$ 330.00		\$ -		\$ -
10.0 GENERAL CONDITIONS										
D 10.01		Surveying	LS	1	\$ 7,600.00	\$ 7,600.00	0.3	\$ 2,280.00	0.8	\$ 6,080.00
10.02		Materials Testing	LS	1						

SEE CHANGE ORDER
 SEE CHANGE ORDER

BY OWNER

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #4
 PERIOD ENDING
 30-Apr-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
10.03		Traffic Control	LS	1	See Item 3.10					
10.04		CDOT Utility Permitting	LS	1	See Item 3.11					
D 10.05		Stormwater Permitting, Inspections & Reporting	LS	1	\$ 1,265.00	\$ 1,265.00	0.2	\$ 253.00	0.8	\$ 1,012.00
10.06		Project Status Meetings	LS	1	\$ 1,040.00	\$ 1,040.00	0.2	\$ 208.00	0.8	\$ 832.00
10.07		Mobilization	LS	1	\$ 3,885.00	\$ 3,885.00	0.2	\$ 777.00	0.6	\$ 2,331.00
10.08		Sanitary Facilities	LS	1	\$ 475.00	\$ 475.00	0.2	\$ 95.00	0.8	\$ 380.00
10.09		Contractor As-Built Drawings	LS	1	\$ 840.00	\$ 840.00	0.3	\$ 252.00	0.5	\$ 420.00
GRAND TOTAL ==>						\$ 723,503.93		\$ 83,499.90		\$ 411,018.00

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #4
 PERIOD ENDING
 30-Apr-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
CHANGE ORDER: COR-246-001 (1-15-13)										
		Additional Asphalt - 1/2" (Private Drive)	SY	1312	\$ 2.85	\$ 3,739.20		\$ -	\$ -	\$ -
		Additional Asphalt - 1" (23 3/4 Road)	SY	1862	\$ 5.75	\$ 10,706.50		\$ -	\$ -	\$ -
	A	Remove Irrigation Line Along 23 3/4	LF	480	\$ 11.00	\$ 5,280.00		\$ -	455.0	\$ 5,005.00
		Deletion of 8" Valve	EA	1	\$ (1,345.00)	\$ (1,345.00)		\$ -	1.0	\$ (1,345.00)
		Deletion of 10" Valve	EA	1	\$ (2,075.00)	\$ (2,075.00)		\$ -	1.0	\$ (2,075.00)
		Installation of Additional 8" Stubs on MH B-10	LS	1	\$ 550.00	\$ 550.00	1	\$ 550.00	1.0	\$ 550.00
CHANGE ORDER TOTAL ===						\$ 16,855.70		\$ 550.00	\$ 2,135.00	
NEW CONTRACT TOTAL ==>						\$ 740,359.63		\$ 84,049.90	\$ 413,153.00	
CHANGE ORDER: 002										
		Additional 45s on 8" Waterline	EA	4	220	880		\$ -	4.0	\$ 880.00
CHANGE ORDER TOTAL ===						\$ 880.00		\$ -	\$ 880.00	
NEW CONTRACT TOTAL ==>						\$ 741,239.63		\$ 84,049.90	\$ 414,033.00	
CHANGE ORDER: 003										
		Provide Staking for Dry Utilities/Light Poles	LS	1	1650	\$ 1,650.00		\$ -	0.5	\$ 825.00
		Trench Plates at Construction Access Over Utility Trench	DAY	5	66	\$ 330.00	21	\$ 1,386.00	26.0	\$ 1,716.00
		Herbicide in 23 3/4 Road under Pavement	LS	1	426	\$ 426.00		\$ -	\$ -	\$ -
	F	Herbicide in Private Road under Pavement	LS	1	306.6	\$ 306.60		\$ -	\$ -	\$ -
		Modify Stormwater Pond Grading	LS	1	5850	\$ 5,850.00	0.7	\$ 4,095.00	0.7	\$ 4,095.00
		Provide 1" Conduit and 1" Sweeps	LS	1	1038	\$ 1,038.00	1	\$ 1,038.00	1.0	\$ 1,038.00
		Provide 2" Conduit and 2" Sweeps	LS	1	3023	\$ 3,023.00	0.3	\$ 906.90	0.3	\$ 906.90
		Provide 3" SDR26 Irrigation Piping	LF	750	3.15	\$ 2,362.50		\$ -	\$ -	\$ -
CHANGE ORDER TOTAL ===						\$ 14,986.10		\$ 7,425.90	\$ 8,580.90	
NEW CONTRACT TOTAL ==>						\$ 756,225.73		\$ 91,475.80	\$ 422,613.90	
CHANGE ORDER: 004										
		Provide Irrigation Manhole A-4 Changes	LS	1	1015	\$ 1,015.00	1	\$ 1,015.00	1.0	\$ 1,015.00
	E	Provide Irrigation Manhole B-2 Changes	LS	1	1015	\$ 1,015.00		\$ -	\$ -	\$ -
		Provide 6" Irrigation Line	LF	825	9	\$ 7,425.00		\$ -	\$ -	\$ -
		Provide 3" Irrigation Pipe	LF	42	3.15	\$ 132.30		\$ -	\$ -	\$ -
CHANGE ORDER TOTAL ===						\$ 9,587.30		\$ 1,015.00	\$ 1,015.00	
NEW CONTRACT TOTAL ==>						\$ 765,813.03		\$ 92,490.80	\$ 423,628.90	

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #4
 PERIOD ENDING
 30-Apr-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
CHANGE ORDER: 005										
		Provide Survey for Xcel Energy at southern property line (FO 08)	LS	1	250 \$	250.00		\$ -	1.0 \$	250.00
						CHANGE ORDER TOTAL ===		\$ -		\$ 250.00
						NEW CONTRACT TOTAL ==>		\$ 92,490.80		\$ 423,878.90
CHANGE ORDER: 005										
		Furnish and Install new 24" RCP in of place 24" ADS to make connection on Private Drive	LF	55	50 \$	2,750.00		\$ -	55.0 \$	2,750.00
						CHANGE ORDER TOTAL ===		\$ -		\$ 2,750.00
						NEW CONTRACT TOTAL ==>		\$ 92,490.80		\$ 426,628.90
CHANGE ORDER: 005										
		Per RFI-12.246-012 Remove material from bottom of utility trench and bring in clean material from other on-site sources	LS	1	1100 \$	1,100.00		\$ -	1.0 \$	1,100.00
						CHANGE ORDER TOTAL ===		\$ -		\$ 1,100.00
						NEW CONTRACT TOTAL ==>		\$ 92,490.80		\$ 427,728.90
CHANGE ORDER: 005										
		Recompact Storm Drain due to change in proctor Note: Standard proctor passed, had to recompact due to moving to modified proctor								
WO#3920										
		T-28	HR	3	65 \$	195.00		\$ -	3.0 \$	195.00
		R-10	HR	2	70 \$	140.00		\$ -	2.0 \$	140.00
		T-22 (Service Truck)	HR	6	15 \$	90.00		\$ -	6.0 \$	90.00
		E-17	HR	3	150 \$	450.00		\$ -	3.0 \$	450.00
		L-15	HR	2	70 \$	140.00		\$ -	2.0 \$	140.00
WO#3921										
		L-16	HR	5	85 \$	425.00		\$ -	5.0 \$	425.00
		T-22 (Service Truck)	HR	7.5	15 \$	112.50		\$ -	7.5 \$	112.50
		R-10	HR	2	70 \$	140.00		\$ -	2.0 \$	140.00
		E-17	HR	3	150 \$	450.00		\$ -	3.0 \$	450.00
						CHANGE ORDER TOTAL ===		\$ -		\$ 2,142.50
						NEW CONTRACT TOTAL ==>		\$ 92,490.80		\$ 429,871.40

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #4
 PERIOD ENDING
 30-Apr-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
CHANGE ORDER: PENDING								\$ -		
	D	Additional Fill over Utility Trench (Field Order 6)	LS	1	3000 \$	3,000.00	0.2	\$ 600.00	0.2	600.00
CHANGE ORDER TOTAL ===								\$ 93,090.80		\$ 433,316.40
NEW CONTRACT TOTAL ==>								\$ 93,090.80		\$ 433,316.40
CHANGE ORDER: PENDING								\$ -		
	E	Replace unsuitable material with on-site materials over irrigation line This includes hauling off material, loading clean material, and hauling material back in. Excavation and backfill are in irrigation line items	LS	1	1545 \$	1,545.00	1	\$ 1,545.00	1.0	1,545.00
CHANGE ORDER TOTAL ===								\$ 1,545.00		\$ 1,545.00
NEW CONTRACT TOTAL ==>								\$ 94,635.80		\$ 434,861.40
CHANGE ORDER: PENDING								\$ -		
	D	Remove and Replace culvert for sewer line installation	LF	50	24.5 \$	1,225.00	50	\$ 1,225.00	50.0	1,225.00
		18" CMP	EA	1	36.75 \$	36.75	1	\$ 36.75	1.0	36.75
		18" CMP FES	EA	1	235 \$	235.00	1	\$ 235.00	1.0	235.00
		Equipment and Labor	LS	1	150 \$	150.00	1	\$ 150.00	1.0	150.00
CHANGE ORDER TOTAL ===								\$ 1,646.75		\$ 1,646.75
NEW CONTRACT TOTAL ==>								\$ 96,282.55		\$ 436,508.15
CHANGE ORDER: PENDING								\$ -		
	C	Furnish and Install 29.5" Class 3 Under 23 3/4 Road	SY	2130	20 \$	42,600.00	2252	\$ 45,040.00	2,252.0	45,040.00
		Furnish and Install 6" Class 6 Under 23 3/4 Road	SY	2130	6.15 \$	13,099.50	1540	\$ 9,471.00	1,540.0	9,471.00
		Credit for reducing Asphalt thickness	SY	1862	-2.9 \$	(5,399.80)		\$ -		
CHANGE ORDER TOTAL ===								\$ 54,511.00		\$ 54,511.00
NEW CONTRACT TOTAL ==>								\$ 150,793.55		\$ 491,019.15
CHANGE ORDER: PENDING								\$ -		
	D	Additional Work for Dry Utility Trench Along G Road (Lot 2)	LS	1	3000 \$	3,000.00	1	\$ 3,000.00	1.0	3,000.00
CHANGE ORDER TOTAL ===								\$ 3,000.00		\$ 3,000.00
NEW CONTRACT TOTAL ==>								\$ 153,793.55		\$ 494,019.15

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #4
 PERIOD ENDING
 30-Apr-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
								\$ -		
								\$ -		
								\$ -		
								\$ -		
		CHANGE ORDER: PENDING								
	C	Additional Work for 23 3/4 Road Construction to G Road Work North of Sta 0+53.51 to G Road (including radii)	LS	1	6520	\$ 6,520.00	0.5	\$ 3,260.00	0.5	3260.00
		CHANGE ORDER TOTAL ===				\$ 6,520.00		\$ 3,260.00		\$ 3,260.00
		NEW CONTRACT TOTAL ==>				\$ 838,066.98		\$ 157,053.55		\$ 497,279.15
								\$ -		

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of **\$122,576.45** for labor, services, equipment or material furnished to **Community Hospital**. on the job of **Community Hospital Infrastructure** located at **Grand Junction, CO** and does hereby release pro tanto* any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to Community Hospital through **04-30-13** only and does not cover any retention or items furnished after that date.

NOTICE TO PERSON SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHT UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR ALL WORK. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITONAL RELEASE FORM.

*For so much; for as much as may be; as far as it goes.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, material men and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Date: 6-09-13

Supplier: Mountain Valley Contracting, Inc.

By: Jacob B. Davis

Jacob Davis

Printed Name

Title: Project Manager

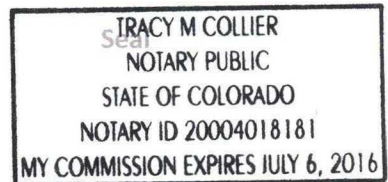
Officer of the Company

Sworn this 9th date of June, 2013

County of Mesa, State of Colorado

Notary: [Signature]

My Commission Expires: 7/6/16




DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT: Community Health & Wellness Sub. (SSU-2012-420)
DEVELOPER: Community Hospital
ESCROW AGENCY: Alpine Bank

DIA NOT RECORDED:
DIA RECORDED: x
 Book - _____
 Page - _____

DATE	BY	A) Sanitary Sewer	B) Domestic Water	C) Streets & Bridges	D) Grading & Drainage	E) Landscape & Irrigation	F) Misc. Items	City Security (20%)	TOTAL
Original Amount									
		\$279,080.00	\$179,977.00	\$211,158.22	\$209,469.33	\$38,874.63	\$36,500.00	\$191,011.84	\$1,146,071.02
Disbursements									
16-Jan-13	ewh	\$170,276.00	\$40,783.00	(\$109,489.00)	\$57,167.00	(\$4,702.00)	\$21,395.00		\$175,430.00
1-Feb-13	ewh				\$24,944.00		\$2,093.00		\$27,037.00
3-Apr-13	ewh	\$108.00	\$119,609.00		\$8,768.00				\$128,485.00
21-May-13	ewh	\$31,443.00	\$880.00	\$25,547.00	\$83,206.00		\$2,505.00		\$143,581.00
21-Jun-13	ewh	\$42,987.00		\$66,942.00	\$13,069.00	\$26,630.00	\$7,426.00		\$157,054.00
20-Aug-13	ewh	\$13,205.00	\$9,570.00	\$114,866.00	\$15,061.00	\$28,544.00	\$2,067.00		\$183,313.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Total Disbursed		\$258,019.00	\$170,842.00	\$97,866.00	\$202,215.00	\$50,472.00	\$35,486.00	\$0.00	\$814,900.00
OVERDRAWN									
Remaining Balance		\$21,061.00	\$9,135.00	\$113,292.22	\$7,254.33	(\$11,597.37)	\$1,014.00	\$191,011.84	\$331,171.02

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$814,900.00, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Eric Hahn

Date: 8/20/13
 Title: City Development Engineer

10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. Six (6)

To: Community Hospital (owner), for work at Community Health & Wellness Subdivision (Project), accomplished through the date of 5/31/13 by Mountain Valley Contracting (Subcontractor) as follows or attach an itemized list.

CONTRACTOR'S Certification: Mountain Valley Contracting (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of Mountain Valley Contracting (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 6 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated June 9, 2013 Mountain Valley Contracting (subcontractor)

By: John B. Dair

Title: Project Manager
Community Health & Wellness Subdivision

Per paragraph 2(a) of the disbursement agreement for _____ (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER / MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated June 18, 2013

Name: MARK AUSTIN
By: [Signature]

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated Aug. 20, 2013

CITY OF GRAND JUNCTION
By: [Signature]
Title: CITY DEVELOPMENT ENGINEER

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated _____, 20____ Company: _____

By & Title: _____

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit a spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current Request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA.
2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Community Health & Wellness Plaza Subdivision
 DEVELOPER: Community Hospital
 ESCROW AGENCY: Alpine Bank
 CONSTRUCTION COSTS: \$ 955,059
 20% CITY SECURITY: \$ 191,012
 TOTAL DIA AMOUNT: \$ 1,146,071

DATE	A - SANITARY	B - WATER	C - STREETS	D - GRAD/DRAIN	E - LSCAP/IRRIG	F - MISC	CITY SECURITY	TOTAL
Original DIA	279,080	179,977	211,158	209,469	38,875	36,500	191,012	1,146,071
Disbursements								
12/31/12	170,276	40,783	(109,489)	57,167	(4,702)	21,395	-	175,430
1/30/13				24,944		2,093		27,037
2/28/13	108	119,609		8,768				128,484
3/31/13	31,443	880	25,547	83,206		2,505		143,580
4/30/13	42,987		66,942	13,069	26,630	7,426		157,053
5/31/13	13,205	9,570	114,866	15,061	28,544	2,067		183,313
Total Disbursed	258,018	170,842	97,865	202,214	50,472	35,486		814,897
Balance	21,062	9,135	113,293	7,255	(11,597)	1,014		331,174



Certificate For Payment

Project: Community Hospital Infrastructure - 12.246
Contractor: Mountain Valley Contracting, Inc.
Pay Estimate Number: 5
Pay Period: 5/1/2013 to 5/31/2013

Date: 17-Jun-13

Original Contract Amount:	\$ 779,629.43
Change Orders:	\$ 50,451.30
Current Contract Total:	\$ 830,080.73

Earnings:

Previous Amount Earned	\$ 473,576.65
Amount Earned This Period:	\$ 183,313.10
Total Earned To Date:	\$ 656,889.75
 Less Retainage: <u>10%</u>	 \$ 65,688.98
Less Previous Payments:	\$ 426,218.99
Current Amount Due:	\$ 164,981.79

Change Order Summary			
Change Orders Approved By Owner		Additions	Deductions
Total of Previous Change Orders		\$ 67,190.85	\$ (16,739.55)
Approved This Month:			
Number:	Date Approved:	 	
		 	
Totals:		\$ 67,190.85	\$ (16,739.55)
Net Change By Change Orders:		\$	50,451.30

This Certificate of Payment was prepared for Community Hospital of Grand Junction, CO
 The undersigned Contractor certifies that all previous progress payments received from Community Hospital under this contract have been applied by the undersigned to discharge all obligations incurred in connection with the Work and that the Work covered by this Certificate of Payment has been completed in accordance with the Contract Documents

Contractor: Mountain Valley Contracting, Inc.

Certified By: Jacob B. Davis Project Manager 6/17/13
Date

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #5
 PERIOD ENDING
 31-May-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
1.0 DEMOLITION / REMOVAL										
	1.01	Clear & Grub	LS	1	\$ 9,725.00	\$ 9,725.00		\$ -	1.0	\$ 9,725.00
	1.02	Strip Topsoil / Organics	LS	1	\$ 5,350.00	\$ 5,350.00		\$ -	1.0	\$ 5,350.00
2.0 EARTHWORK										
	2.01	Earthwork Cut/Fill	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -	1.0	\$ 7,500.00
	2.02	Detention Pond Cut/Fill	LS	1	\$ 16,085.00	\$ 16,085.00	0.5	\$ 8,042.50	1.0	\$ 16,085.00
	2.03	Subgrade Preparation / Fine Grade for Streets	LS	1	\$ 2,470.00	\$ 2,470.00	0.25	\$ 617.50	1.0	\$ 2,470.00
	2.04	Subgrade Prep/Fine Grade for Walks	LS	1	\$ 7,020.00	\$ 7,020.00		\$ -		\$ -
	2.05	Subgrade Stabilization	CY	200	\$ 12.00	\$ 2,400.00		\$ -		\$ -
	2.06	Flow Fill Backfill	CY	50	\$ 54.50	\$ 2,725.00		\$ -		\$ -
3.0 SANITARY SEWER										
	3.01	10" SEWER PIPE (SDR 26 PVC)	LF	4622	\$ 12.50	\$ 57,775.00	845	\$ 10,562.50	4,622.0	\$ 57,775.00
	3.02	8" SEWER PIPE	LF	252	\$ 10.60	\$ 2,671.20	52	\$ 551.20	252.0	\$ 2,671.20
	3.03	6" SEWER PIPE	LF	233	\$ 15.20	\$ 3,541.60	47	\$ 714.40	233.0	\$ 3,541.60
	3.04	4-FT DIA SANITARY MANHOLES	EA	16	\$ 1,530.00	\$ 24,480.00	0.9	\$ 1,377.00	15.9	\$ 24,327.00
	3.05	CONNECTION TO EXISTING MANHOLE	LS	1	\$ 495.00	\$ 495.00		\$ -	1.0	\$ 495.00
	3.06	FLOWABLE FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -		\$ -
	3.07	DE-WATERING TRENCH	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -		\$ -
	3.08	GRANULAR STABILIZATION (1/2 Total Length of 10")	TON	1156	\$ 8.00	\$ 9,248.00		\$ -		\$ -
	3.09	IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	TON	1156	\$ 3.50	\$ 4,046.00		\$ -	1,853.0	\$ 6,485.50
	3.10	TRAFFIC CONTROL	LS	1	\$ 1,075.00	\$ 1,075.00		\$ -	1.0	\$ 1,075.00
	3.11	CDOT PERMITTING	LS	1	\$ 225.00	\$ 225.00		\$ -	1.0	\$ 225.00
	3.12	LANDSCAPE/ IRRIGATION REPAIRS	LS	1	\$ 500.00	\$ 500.00		\$ -		\$ -
	3.13	CONCRETE ENCASEMENT	LF	50	\$ 42.25	\$ 2,112.50		\$ -	20.0	\$ 845.00
4.0 WATER										
	4.01	10" WATER MAIN	LF	1651	\$ 19.90	\$ 32,854.90		\$ -	1,635.0	\$ 32,536.50
	4.02	8" WATER MAIN	LF	1362	\$ 14.50	\$ 19,749.00		\$ -	1,380.0	\$ 20,010.00
	4.03	6" WATER MAIN	LF	420	\$ 13.25	\$ 5,565.00		\$ -	153.0	\$ 2,027.25
	4.04	10" WATER VALVES	EA	7	\$ 2,075.00	\$ 14,525.00		\$ -	7.0	\$ 14,525.00
	4.05	8" WATER VALVES	EA	8	\$ 1,345.00	\$ 10,760.00		\$ -	8.0	\$ 10,760.00
	4.06	6" WATER VALVES	EA	13	\$ 925.00	\$ 12,025.00		\$ -	13.0	\$ 12,025.00
	4.07	FIRE HYDRANTS	EA	9	\$ 4,285.00	\$ 38,565.00	2	\$ 8,570.00	9.0	\$ 38,565.00
	4.08	Cap Water Service Line At Main (G Road)	LS	1	\$ 1,365.00	\$ 1,365.00		\$ -		\$ -
	4.09	CONNECTION TO MAIN LINES IN G ROAD	EA	2	\$ 575.00	\$ 1,150.00		\$ -	2.0	\$ 1,150.00
	4.10	FLOW FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -		\$ -
	4.11	DISSINFECTION / FLUSHING / TESTING	LS	1	\$ 1,000.00	\$ 1,000.00	1	\$ 1,000.00	1.0	\$ 1,000.00
5.0 STORMWATER SYSTEM										
	5.01	18" PIPE	LF	283	\$ 28.75	\$ 8,136.25		\$ -	260.0	\$ 7,475.00
	5.02	24" PIPE	LF	779	\$ 41.25	\$ 32,133.75		\$ -	680.0	\$ 28,050.00
	5.03	30" PIPE	LF	21	\$ 69.00	\$ 1,449.00		\$ -	20.0	\$ 1,380.00
	5.04	24"X38" Elliptical RCP	LF	39	\$ 105.00	\$ 4,095.00		\$ -	40.0	\$ 4,200.00
	5.05	42" PIPE	LF	93	\$ 97.50	\$ 9,067.50		\$ -	93.0	\$ 9,067.50
	5.07	18" FES	EA	1	\$ 315.00	\$ 315.00		\$ -	1.0	\$ 315.00
	5.08	42" FES	EA	1	\$ 2,445.00	\$ 2,445.00		\$ -	1.0	\$ 2,445.00
	5.10	4'-DIA MANHOLE (For Max 18" Pipe)	EA	3	\$ 1,450.00	\$ 4,350.00	0.9	\$ 1,305.00	2.9	\$ 4,205.00
	5.11	5' DIA MANHOLE (21"-30" Pipe)	EA	3	\$ 2,200.00	\$ 6,600.00	0.9	\$ 1,980.00	2.9	\$ 6,380.00
	5.13	Single Inlet	EA	1	\$ 1,865.00	\$ 1,865.00		\$ -	1.0	\$ 1,865.00

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #5
 PERIOD ENDING
 31-May-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
	5.14	Double Inlet	EA	1	\$ 3,680.00	\$ 3,680.00		\$ -	1.0	\$ 3,680.00
	5.16	CDOT Type R	EA	1	\$ 4,550.00	\$ 4,550.00		\$ -	1.0	\$ 4,550.00
6.0 IRRIGATION & LANDSCAPE										
	E 6.01	8" Irrigation Pipe - Class 160	LF	1000	\$ 9.85	\$ 9,850.00	186	\$ 1,832.10	691.0	\$ 6,806.35
	6.02	10" Irrigation Pipe - Class 160	LF	1455	\$ 13.25	\$ 19,278.75		\$ -	1,461.0	\$ 19,358.25
	6.03	Irrigation Manhole	EA	3	\$ 2,020.00	\$ 6,060.00	3	\$ 6,060.00	7.0	\$ 14,140.00
	6.04	Air Vac	EA	3	\$ 1,150.00	\$ 3,450.00	3	\$ 3,450.00	7.0	\$ 8,050.00
	6.05	8" Gate Valves	EA	3	\$ 1,525.00	\$ 4,575.00	1	\$ 1,525.00	1.0	\$ 1,525.00
	6.06	Tracer Wire	LF	1455	\$ 0.25	\$ 363.75	186	\$ 46.50	2,152.0	\$ 538.00
7.0 DRY UTILITIES										
	7.01	4" PVC SLEEVES	LF	500	\$ 2.20	\$ 1,100.00		\$ -	120.0	\$ 264.00
	7.02	UTILITY TRENCHING / BACKFILL	LF	5000	\$ 4.50	\$ 22,500.00		\$ -	2,320.0	\$ 10,440.00
	7.03	4" ELECTRICAL CONDUIT	LF	12,000	\$ 2.20	\$ 26,400.00		\$ -	6,672.0	\$ 14,678.40
	7.04	4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	EA	30	\$ 40.50	\$ 1,215.00		\$ -	30.0	\$ 1,215.00
8.0 EROSION / SEDIMENTATION CONTROL										
	D 8.01	VEHICLE TRACK PAD	EA	1	\$ 1,335.00	\$ 1,335.00		\$ -	1.0	\$ 1,335.00
	8.02	EROSION LOGS	LF	500	\$ 2.10	\$ 1,050.00		\$ -		\$ -
	8.03	CONCRETE WASH OUT	EA	2	\$ 335.00	\$ 670.00		\$ -		\$ -
	8.04	INLET / OUTLET PROTECTION	EA	5	\$ 56.00	\$ 280.00		\$ -		\$ -
	8.05	EROSION CONTROL SUPERVISOR	LS	1	\$ 2,080.00	\$ 2,080.00	0.2	\$ 416.00	0.8	\$ 1,664.00
	8.06	DUST ABATEMENT	LS	1	\$ 1,000.00	\$ 1,000.00	0.3	\$ 300.00	0.8	\$ 800.00
	8.07	SEEDING	ACRE	5	\$ 1,470.00	\$ 7,350.00		\$ -		\$ -
	8.08	MULCHING	ACRE	5	\$ 1,315.00	\$ 6,575.00		\$ -		\$ -
9.0 STREETS										
	9.01	1'-6" Curb and Gutter	LF	2288	\$ 8.50	\$ 19,448.00	1070	\$ 9,095.00	1,070.0	\$ 9,095.00
	C 9.02	4" Concrete, Including 6" Min. Class VI ABC	SY	1619	\$ 30.00	\$ 48,570.00		\$ -		\$ -
	9.03	8" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335	\$ 65.50	\$ 21,942.50	177	\$ 11,593.50	177.0	\$ 11,593.50
	9.04	ADA Curb Ramp & Mat	EA	11	\$ 1,020.00	\$ 11,220.00	1	\$ 1,020.00	1.0	\$ 1,020.00
	9.05	Geogrid (Tensar BX1200 or Equal)	SY	3000	\$ 6.45	\$ 19,350.00	147	\$ 948.15	147.0	\$ 948.15
	9.07	24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 16.25	\$ 34,612.50		\$ -		\$ -
	9.09	11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 10.10	\$ 21,513.00		\$ -		\$ -
	9.10	9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1533	\$ 8.10	\$ 12,417.30	1188	\$ 9,622.80	1,188.0	\$ 9,622.80
	9.11	6" Class VI ABC Shoulders	SY	926	\$ 5.25	\$ 4,861.50	157	\$ 824.25	157.0	\$ 824.25
	9.12	TACK COAT	SY	3174	\$ 0.32	\$ 1,015.68		\$ -		\$ -
	9.14	4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	SY	1862	\$ 22.00	\$ 40,964.00		\$ -		\$ -
	9.15	4" Thk Asphalt Pavement (Private)	SY	1312	\$ 20.75	\$ 27,224.00	1312	\$ 27,224.00	1,312.0	\$ 27,224.00
	9.17	Asphalt Patchwork	SY	75	\$ 38.85	\$ 2,913.75		\$ -	209.0	\$ 8,119.65
	9.18	Centerline Striping	LS	1	\$ 300.00	\$ 300.00		\$ -		\$ -
	9.19	White Lane Striping	EA	1	\$ 600.00	\$ 600.00		\$ -		\$ -
	9.20	Crosswalk Striping	EA	1	\$ 1,050.00	\$ 1,050.00		\$ -		\$ -
	9.21	Street Name Sign, Post and Post Base	EA	1	\$ 115.00	\$ 115.00		\$ -		\$ -
	9.22	Speed Limit Sign, Post and Post Base	EA	3	\$ 145.00	\$ 435.00		\$ -		\$ -
	9.23	Stop Signs, Post and Post Base	EA	2	\$ 160.00	\$ 320.00		\$ -		\$ -
	9.24	End of Roadway Marker Sign, Post and Post Base	EA	2	\$ 115.00	\$ 230.00		\$ -		\$ -
	9.25	No Outlet Sign, Post and Post Base	EA	2	\$ 165.00	\$ 330.00		\$ -		\$ -
10.0 GENERAL CONDITIONS										
	F 10.01	Surveying	LS	1	\$ 7,600.00	\$ 7,600.00	0.1	\$ 760.00	0.9	\$ 6,840.00
	10.02	Materials Testing	LS	1						
BY OWNER										

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #5
 PERIOD ENDING
 31-May-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
10.03		Traffic Control	LS	1	See Item 3.10					
10.04		CDOT Utility Permitting	LS	1	See Item 3.11					
F 10.05		Stormwater Permitting, Inspections & Reporting	LS	1	\$ 1,265.00	\$ 1,265.00	0.1	\$ 126.50	0.9	\$ 1,138.50
10.06		Project Status Meetings	LS	1	\$ 1,040.00	\$ 1,040.00	0.1	\$ 104.00	0.9	\$ 936.00
10.07		Mobilization	LS	1	\$ 3,885.00	\$ 3,885.00	0.2	\$ 777.00	0.8	\$ 3,108.00
10.08		Sanitary Facilities	LS	1	\$ 475.00	\$ 475.00	0.1	\$ 47.50	0.9	\$ 427.50
10.09		Contractor As-Built Drawings	LS	1	\$ 840.00	\$ 840.00	0.3	\$ 252.00	0.8	\$ 672.00
								\$ -		
								\$ -		
					GRAND TOTAL ==>	\$ 779,629.43		\$ 110,744.40		\$ 507,164.90

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #5
 PERIOD ENDING
 31-May-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
CHANGE ORDER: COR-246-001 (1-15-13)										
	C	Additional Asphalt - 1/2" (Private Drive)	SY	1312	\$ 2.85	\$ 3,739.20	1312	\$ 3,739.20	1,312.0	\$ 3,739.20
		Additional Asphalt - 1" (23 3/4 Road)	SY	1862	\$ 5.75					\$ -
		Remove Irrigation Line Along 23 3/4	LF	480	\$ 11.00	\$ 5,280.00		\$ -	455.0	\$ 5,005.00
		Deletion of 8" Valve	EA	1	\$ (1,345.00)	\$ (1,345.00)		\$ -	1.0	\$ (1,345.00)
		Deletion of 10" Valve	EA	1	\$ (2,075.00)	\$ (2,075.00)		\$ -	1.0	\$ (2,075.00)
		Installation of Additional 8" Stubs on MH B-10	LS	1	\$ 550.00	\$ 550.00		\$ -	1.0	\$ 550.00
CHANGE ORDER TOTAL ===						\$ 6,149.20		\$ 3,739.20	\$	5,874.20
NEW CONTRACT TOTAL ==>>						\$ 785,778.63		\$ 114,483.60	\$	513,039.10
CHANGE ORDER: 002										
		Additional 45s on 8" Waterline	EA	4	220	880		\$ -	4.0	\$ 880.00
CHANGE ORDER TOTAL ===						\$ 880.00		\$ -	\$	880.00
NEW CONTRACT TOTAL ==>>						\$ 786,658.63		\$ 114,483.60	\$	513,919.10
CHANGE ORDER: 003										
	E	Provide Staking for Dry Utilities/Light Poles	LS	1	1650	\$ 1,650.00	0.5	\$ 825.00	1.0	\$ 1,650.00
		Trench Plates at Construction Access Over Utility Trench	DAY	5	66	\$ 330.00		\$ -	26.0	\$ 1,716.00
		Herbicide in 23 3/4 Road under Pavement	LS	1	426	\$ 426.00		\$ -		\$ -
		Herbicide in Private Road under Pavement	LS	1	306.6	\$ 306.60		\$ -		\$ -
		Modify Stormwater Pond Grading	LS	1	5850	\$ 5,850.00	0.3	\$ 1,755.00	1.0	\$ 5,850.00
		Provide 1" Conduit and 1" Sweeps	LS	1	1038	\$ 1,038.00		\$ -	1.0	\$ 1,038.00
		Provide 2" Conduit and 2" Sweeps	LS	1	3023	\$ 3,023.00	0.7	\$ 2,116.10	1.0	\$ 3,023.00
		Provide 3" SDR26 Irrigation Piping	LF	750	3.15	\$ 2,362.50	750	\$ 2,362.50	750.0	\$ 2,362.50
CHANGE ORDER TOTAL ===						\$ 14,986.10		\$ 7,058.60	\$	15,639.50
NEW CONTRACT TOTAL ==>>						\$ 801,644.73		\$ 121,542.20	\$	529,558.60
CHANGE ORDER: 004								\$ -		
	E	Provide Irrigation Manhole A-4 Changes	LS	1	1015	\$ 1,015.00		\$ -	1.0	\$ 1,015.00
		Provide Irrigation Manhole B-2 Changes	LS	1	1015	\$ 1,015.00	1	\$ 1,015.00	1.0	\$ 1,015.00
		Provide 6" Irrigation Line	LF	825	9	\$ 7,425.00	825	\$ 7,425.00	825.0	\$ 7,425.00
		Provide 3" Irrigation Pipe	LF	42	3.15	\$ 132.30	42	\$ 132.30	42.0	\$ 132.30
CHANGE ORDER TOTAL ===						\$ 9,587.30		\$ 8,572.30	\$	9,587.30
NEW CONTRACT TOTAL ==>>						\$ 811,232.03		\$ 130,114.50	\$	539,145.90

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #5
 PERIOD ENDING
 31-May-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
CHANGE ORDER: 005										
		Provide Survey for Xcel Energy at southern property line (FO 08)	LS	1	250 \$	250.00		\$ -	1.0 \$	250.00
						CHANGE ORDER TOTAL ===	\$	250.00	\$	250.00
						NEW CONTRACT TOTAL ==>>	\$	811,482.03	\$	130,114.50
CHANGE ORDER: 005										
		Furnish and Install new 24" RCP in of place 24" ADS to make connection on Private Drive	LF	55	50 \$	2,750.00		\$ -	55.0 \$	2,750.00
						CHANGE ORDER TOTAL ===	\$	2,750.00	\$	2,750.00
						NEW CONTRACT TOTAL ==>>	\$	814,232.03	\$	130,114.50
CHANGE ORDER: 005										
		Per RFI-12.246-012 Remove material from bottom of utility trench and bring in clean material from other on-site sources	LS	1	1100 \$	1,100.00		\$ -	1.0 \$	1,100.00
						CHANGE ORDER TOTAL ===	\$	1,100.00	\$	1,100.00
						NEW CONTRACT TOTAL ==>>	\$	815,332.03	\$	130,114.50
CHANGE ORDER: 005										
		Recompact Storm Drain due to change in proctor Note: Standard proctor passed, had to recompact due to moving to modified proctor								
		WO#3920								
		T-28	HR	3	65 \$	195.00		\$ -	3.0 \$	195.00
		R-10	HR	2	70 \$	140.00		\$ -	2.0 \$	140.00
		T-22 (Service Truck)	HR	6	15 \$	90.00		\$ -	6.0 \$	90.00
		E-17	HR	3	150 \$	450.00		\$ -	3.0 \$	450.00
		L-15	HR	2	70 \$	140.00		\$ -	2.0 \$	140.00
		WO#3921								
		L-16	HR	5	85 \$	425.00		\$ -	5.0 \$	425.00
		T-22 (Service Truck)	HR	7.5	15 \$	112.50		\$ -	7.5 \$	112.50
		R-10	HR	2	70 \$	140.00		\$ -	2.0 \$	140.00
		E-17	HR	3	150 \$	450.00		\$ -	3.0 \$	450.00
						CHANGE ORDER TOTAL ===	\$	2,142.50	\$	2,142.50
						NEW CONTRACT TOTAL ==>>	\$	817,474.53	\$	130,114.50

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #5
 PERIOD ENDING
 31-May-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
CHANGE ORDER: PENDING										
	D	Additional Fill over Utility Trench (Field Order 6)	LS	1	3000 \$	3,000.00	0.8	\$ 2,400.00	1.0	3000.00
						CHANGE ORDER TOTAL ===		\$ 2,400.00		\$ 3,000.00
						NEW CONTRACT TOTAL ==>>		\$ 132,514.50		\$ 548,388.40
CHANGE ORDER: PENDING										
Replace unsuitable material with on-site materials over irrigation line This includes hauling off material, loading clean material, and hauling material back in. Excavation and backfill are in irrigation line items			LS	1	1545 \$	1,545.00		\$ -	1.0	1545.00
						CHANGE ORDER TOTAL ===		\$ -		\$ 1,545.00
						NEW CONTRACT TOTAL ==>>		\$ 132,514.50		\$ 549,933.40
CHANGE ORDER: PENDING										
Remove and Replace culvert for sewer line installation			LF	50	24.5 \$	1,225.00		\$ -	50.0	1225.00
18" CMP			EA	1	36.75 \$	36.75		\$ -	1.0	36.75
18" CMP Bands			EA	1	235 \$	235.00		\$ -	1.0	235.00
18" CMP FES			LS	1	150 \$	150.00		\$ -	1.0	150.00
Equipment and Labor										
						CHANGE ORDER TOTAL ===		\$ -		\$ 1,646.75
						NEW CONTRACT TOTAL ==>>		\$ 132,514.50		\$ 551,580.15
CHANGE ORDER: PENDING										
	C	Furnish and Install 29.5" Class 3 Under 23 3/4 Road	SY	2182	20 \$	43,640.00		\$ -	2,252.0	45040.00
Furnish and Install 6" Class 6 Under 23 3/4 Road			SY	2182	6.15 \$	13,419.30	712	\$ 4,378.80	2,252.0	13849.80
Install 5" Thick Asphalt (23 3/4)			SY	1869	24.85 \$	46,444.65	1868	\$ 46,419.80	1,868.0	46419.80
			SY	2130	-16.25 \$	(34,612.50)				
			SY	2130	-10.1 \$	(21,513.00)				
			SY	1862	-22 \$	(40,964.00)				
						CHANGE ORDER TOTAL ===		\$ 50,798.60		\$ 105,309.60
						NEW CONTRACT TOTAL ==>>		\$ 183,313.10		\$ 656,889.75
CHANGE ORDER: PENDING										
Discussing		Additional Work for Dry Utility Trench Along G Road (Lot 2)	LS	1	3000 \$	3,000.00		\$ -		

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #5
 PERIOD ENDING
 31-May-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
CHANGE ORDER TOTAL ===						\$ 3,000.00		\$ -		\$ -
NEW CONTRACT TOTAL ==>						\$ 833,080.73		\$ 183,313.10		\$ 656,889.75
CHANGE ORDER: PENDING										
Discussing		Additional Work for 23 3/4 Road Construction to G Road Work North of Sta 0+53.51 to G Road (including radii)	LS	1	6520	\$ 6,520.00		\$ -		
CHANGE ORDER TOTAL ===						\$ 6,520.00		\$ -		\$ -
NEW CONTRACT TOTAL ==>						\$ 839,600.73		\$ 183,313.10		\$ 656,889.75

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of **\$164,981.79** for labor, services, equipment or material furnished to **Community Hospital**, on the job of **Community Hospital Infrastructure** located at **Grand Junction, CO** and does hereby release pro tanto* any mechanic's lien, stop notice or bond right that the undersigned has on the above referenced job to the following extent.

This release covers a progress payment for labor, services, equipment or material furnished to Community Hospital through **05-31-13** only and does not cover any retention or items furnished after that date.

NOTICE TO PERSON SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHT UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR ALL WORK. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

*For so much; for as much as may be; as far as it goes.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, material men and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

Date: 8-19-13

Supplier: Mountain Valley Contracting, Inc.

By: Richard Davis

Richard Davis
Printed Name

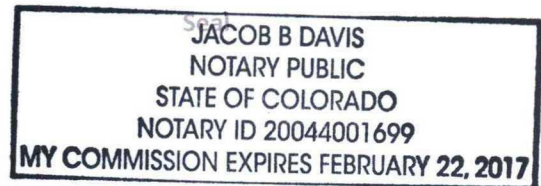
Title: President
Officer of the Company

Sworn this 19 date of AUGUST, 201¹³

County of MESA, State of COLORADO

Notary: Jacob B. Davis

My Commission Expires: 2/22/17




**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Community Health & Wellness Sub. (SSU-2012-420)
DEVELOPER: Community Hospital
ESCROW AGENCY: Alpine Bank

DIA NOT RECORDED:
DIA RECORDED: x
 Book - _____
 Page - _____

DATE	BY	A) Sanitary Sewer	B) Domestic Water	C) Streets & Bridges	D) Grading & Drainage	E) Landscape & Irrigation	F) Misc. Items	City Security (20%)	TOTAL
Original Amount									
		\$279,080.00	\$179,977.00	\$211,158.22	\$209,469.33	\$38,874.63	\$36,500.00	\$191,011.84	\$1,146,071.02
Disbursements									
16-Jan-13	ewh	\$170,276.00	\$40,783.00	(\$109,489.00)	\$57,167.00	(\$4,702.00)	\$21,395.00		\$175,430.00
1-Feb-13	ewh				\$24,944.00		\$2,093.00		\$27,037.00
3-Apr-13	ewh	\$108.00	\$119,609.00		\$8,768.00				\$128,485.00
21-May-13	ewh	\$31,443.00	\$880.00	\$25,547.00	\$83,206.00		\$2,505.00		\$143,581.00
21-Jun-13	ewh	\$42,987.00		\$66,942.00	\$13,069.00	\$26,630.00	\$7,426.00		\$157,054.00
20-Aug-13	ewh	\$13,205.00	\$9,570.00	\$114,866.00	\$15,061.00	\$28,544.00	\$2,067.00		\$183,313.00
10-Sep-13	ewh	\$808.00	\$765.00	\$77,646.00	\$10,399.00		\$1,983.00		\$91,601.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Total Disbursed		\$258,827.00	\$171,607.00	\$175,512.00	\$212,614.00	\$50,472.00	\$37,469.00	\$0.00	\$906,501.00
OVERDRAWN OVERDRAWN OVERDRAWN									
Remaining Balance		\$20,253.00	\$8,370.00	\$35,646.22	(\$3,144.67)	(\$11,597.37)	(\$969.00)	\$191,011.84	\$239,570.02

The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$906,501.00, including all previous payments, to the Developer for work completed on the Project.

Signature: 
 Name: Eric Hahn

Date: 9/11/13
 Title: City Development Engineer

10/28/2003

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. Seven (7)

To: Community Hospital (owner), for work at Community Health & Wellness Subdivision (Project), accomplished

through the date of 08/07/13 by Mountain Valley Contracting (Subcontractor) as follows or attach an itemized list.

CONTRACTOR'S Certification: Mountain Valley Contracting (subcontractor) certifies that all progress payments received from OWNERS on account of Work done under the Work Agreement referred to above have been applied to discharge in full all obligations of Mountain Valley Contracting (subcontractor) incurred in connection with the Work covered by this Application For Payment Number 7 inclusive; AND title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application For Payment will pass to OWNERS at time of final acceptance of project free and clear of all liens, claims, security interests and encumbrances.

Dated August 8, 20 13

Mountain Valley Contracting (subcontractor)

By: Jahn B. Dai

Title: Project Manager

Community Health & Wellness Subdivision

Per paragraph 2(a) of the disbursement agreement for _____ (Project), the signatures below certify that all costs for which the advance is being requested have been incurred in connection with the construction of the improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans.

PROJECT ENGINEER / MANAGER'S RECOMMENDATION: This Application (with any accompanying documentation) meets the requirements of the Contract Documents and payment of the above Current Payment Due is recommended.

Dated 9-6, 20 13

Name: Mark Austin

By: MARK AUSTIN - AUSTIN CIVIL GROUP

CITY OF GRAND JUNCTION RECOMMENDATIONS: This Application (with accompanying documentation) meets the requirements of the Development Improvements Agreement and payment of the above Current Payment Due is recommended.

Dated 9/11, 20 13

CITY OF GRAND JUNCTION

By: [Signature]

Title: CITY DEVELOPMENT ENGINEER

OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended.

Dated _____, 20 ____

Company: _____

By & Title: _____

As a part of the process of filing a Request for Disbursement, the Developer must provide the following information:

1. Developer shall submit a spreadsheet that shows all line items presented in Exhibit B of the accepted Development Improvements Agreement (DIA), and shall indicate the payment status of each line item. The payment status shall be indicated by one of the following: Paid, Current Request to be Paid, Work Not Completed. The Developer shall not submit a Request for Disbursement for items not included in the accepted DIA.
2. Developer shall submit a copy of the enclosed Development Improvements Agreement Disbursement Log and Authorization form with the requested disbursement amounts entered in the appropriate columns.

**DEVELOPMENT IMPROVEMENTS AGREEMENT
DISBURSEMENT LOG AND AUTHORIZATION**

PROJECT: Community Health & Wellness Plaza Subdivision
 DEVELOPER: Community Hospital
 ESCROW AGENCY: Alpine Bank
 CONSTRUCTION COSTS: \$ 955,059
 20% CITY SECURITY: \$ 191,012
 TOTAL DIA AMOUNT: \$ 1,146,071

DATE	A - SANITARY	B - WATER	C - STREETS	D - GRAD/DRAIN	E - LSCAP/IRRIG	F - MISC	CITY SECURITY	TOTAL
Original DIA	279,080	179,977	211,158	209,469	38,875	36,500	191,012	1,146,071
Disbursements								
12/31/12	170,276	40,783	(109,489)	57,167	(4,702)	21,395	-	175,430
1/30/13				24,944		2,093		27,037
2/28/13	108	119,609		8,768				128,484
3/31/13	31,443	880	25,547	83,206		2,505		143,580
4/30/13	42,987		66,942	13,069	26,630	7,426		157,053
5/31/13	13,205	9,570	114,866	15,061	28,544	2,067		183,313
8/8/13	808	765	77,646	10,399		1,983		91,601
Total Disbursed	258,826	171,607	175,510	212,613	50,472	37,469		906,498
Balance	20,254	8,370	35,648	(3,144)	(11,597)	(969)		239,573



Certificate For Payment

Project: Community Hospital Infrastructure - 12.246 **Date:** 30-Aug-13
Contractor: Mountain Valley Contracting, Inc.
Pay Estimate Number: 6
Pay Period: 6/1/2013 to 8/7/2013

Original Contract Amount:	\$ 779,829.43
Change Orders:	\$ 90,742.31
Current Contract Total:	\$ 870,371.74

Earnings:

Previous Amount Earned	\$ 656,889.75
Amount Earned This Period:	\$ 91,600.78
Total Earned To Date:	\$ 748,490.51
Less Retainage: <u>10%</u>	\$ 74,849.05
Less Previous Payments:	\$ 591,200.78
Current Amount Due:	\$ 82,440.68

Change Order Summary			
Change Orders Approved By Owner	Total of Previous Change Orders	Additions	Deductions
	\$	67,190.85	\$ (16,739.55)
Approved This Month:			
Number:	Date Approved:		
Change Order 008	7/31/2013	\$ 29,000.01	
Change Order 009	7/31/2013	\$ 7,221.00	
Pending	Pending	\$ 4,070.00	
Totals:		\$ 107,481.86	\$ (16,739.55)
Net Change By Change Orders:		\$ 90,742.31	

This Certificate of Payment was prepared for Community Hospital of Grand Junction, CO
 The undersigned Contractor certifies that all previous progress payments received from Community Hospital under this contract have been applied by the undersigned to discharge all obligations incurred in connection with the Work and that the Work covered by this Certificate of Payment has been completed in accordance with the Contract Documents

Contractor: Mountain Valley Contracting, Inc.

Certified By: Jacob B. Davis 9-5-13
Jacob Davis Project Manager Date

PROJECT: Community Hospital Infrastructure - 12.248
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #6
 PERIOD ENDING
 31-Jul-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
1.0 DEMOLITION / REMOVAL									
1.01		Clear & Grub	LS	1	\$ 9,725.00	\$ 9,725.00		\$ -	1.0
1.02		Strip Topsoil / Organics	LS	1	\$ 5,350.00	\$ 5,350.00		\$ -	1.0
2.0 EARTHWORK									
2.01		Earthwork Cut/Fill	LS	1	\$ 7,500.00	\$ 7,500.00		\$ -	1.0
2.02		Detention Pond Cut/Fill	LS	1	\$ 18,085.00	\$ 18,085.00		\$ -	1.0
D 2.03		Subgrade Preparation / Fine Grade for Streets	LS	1	\$ 2,470.00	\$ 2,470.00		\$ -	1.0
2.04		Subgrade Prep/Fine Grade for Walks	LS	1	\$ 7,020.00	\$ 7,020.00	1	\$ 7,020.00	1.0
2.05		Subgrade Stabilization	CY	200	\$ 12.00	\$ 2,400.00		\$ -	
2.06		Flow Fill Backfill	CY	50	\$ 54.50	\$ 2,725.00		\$ -	
3.0 SANITARY SEWER									
3.01		10" SEWER PIPE (SDR 26 PVC)	LF	4622	\$ 12.50	\$ 57,775.00	12.4	\$ 155.00	4,634.4
3.02		8" SEWER PIPE	LF	252	\$ 10.60	\$ 2,671.20		\$ -	252.0
3.03		6" SEWER PIPE	LF	233	\$ 15.20	\$ 3,541.60		\$ -	233.0
3.04		4-FT DIA SANITARY MANHOLES	EA	18	\$ 1,530.00	\$ 24,480.00	0.1	\$ 153.00	18.0
A 3.05		CONNECTION TO EXISTING MANHOLE	LS	1	\$ 495.00	\$ 495.00		\$ -	1.0
3.06		FLOWABLE FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -	
3.07		DE-WATERING TRENCH	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -	
3.08		GRANULAR STABILIZATION (1/2 Total Length of 10')	TON	1156	\$ 8.00	\$ 9,248.00		\$ -	
3.09		IMPORTED TRENCH BACKFILL (1/2 Total Length of 10')	TON	1156	\$ 3.50	\$ 4,046.00		\$ -	1,853.0
3.10		TRAFFIC CONTROL	LS	1	\$ 1,075.00	\$ 1,075.00		\$ -	1.0
3.11		CDOT PERMITTING	LS	1	\$ 225.00	\$ 225.00		\$ -	1.0
3.12		LANDSCAPE/ IRRIGATION REPAIRS	LS	1	\$ 500.00	\$ 500.00	1	\$ 500.00	1.0
3.13		CONCRETE ENCASEMENT	LF	50	\$ 42.25	\$ 2,112.50		\$ -	20.0
4.0 WATER									
4.01		10" WATER MAIN	LF	1851	\$ 19.90	\$ 32,884.90	38.44	\$ 785.00	1,673.4
4.02		8" WATER MAIN	LF	1382	\$ 14.50	\$ 19,749.00		\$ -	1,380.0
B 4.03		6" WATER MAIN	LF	420	\$ 13.25	\$ 5,565.00		\$ -	153.0
4.04		10" WATER VALVES	EA	7	\$ 2,075.00	\$ 14,525.00		\$ -	7.0
4.05		8" WATER VALVES	EA	8	\$ 1,345.00	\$ 10,760.00		\$ -	8.0
4.06		6" WATER VALVES	EA	13	\$ 925.00	\$ 12,025.00		\$ -	13.0
4.07		FIRE HYDRANTS	EA	9	\$ 4,285.00	\$ 38,565.00		\$ -	9.0
4.08		Cap Water Service Line At Main (G Road)	LS	1	\$ 1,365.00	\$ 1,365.00		\$ -	
4.09		CONNECTION TO MAIN LINES IN G ROAD	EA	2	\$ 575.00	\$ 1,150.00		\$ -	2.0
4.10		FLOW FILL	CY	30	\$ 54.50	\$ 1,635.00		\$ -	
4.11		DISINFECTATION / FLUSHING / TESTING	LS	1	\$ 1,000.00	\$ 1,000.00		\$ -	1.0
5.0 STORMWATER SYSTEM									
5.01		18" PIPE	LF	283	\$ 28.75	\$ 8,136.25		\$ -	260.0
5.02		24" PIPE	LF	779	\$ 41.25	\$ 32,133.75		\$ -	680.0
5.03		30" PIPE	LF	21	\$ 69.00	\$ 1,449.00		\$ -	20.0
5.04		24"x38" Elliptical RCP	LF	39	\$ 105.00	\$ 4,095.00		\$ -	40.0
5.05		42" PIPE	LF	93	\$ 97.50	\$ 9,067.50		\$ -	93.0
5.07		18" FES	EA	1	\$ 315.00	\$ 315.00		\$ -	1.0
5.08		42" FES	EA	1	\$ 2,445.00	\$ 2,445.00		\$ -	1.0

PROJECT: Community Hospital Infrastructure - 12.248
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #6
 PERIOD ENDING
 31-Jul-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
D	5.10	4'-DIA MANHOLE (For Max 18" Pipe)	EA	3	\$ 1,450.00	\$ 4,350.00	0.1	\$ 145.00	3.0
	5.11	9' DIA MANHOLE (21"-30" Pipe)	EA	3	\$ 2,200.00	\$ 6,600.00	0.1	\$ 220.00	3.0
	5.13	Single Inlet	EA	1	\$ 1,865.00	\$ 1,865.00		\$ -	1.0
	5.14	Double Inlet	EA	1	\$ 3,680.00	\$ 3,680.00		\$ -	1.0
	5.18	CDOT Type R	EA	1	\$ 4,560.00	\$ 4,560.00		\$ -	1.0
6.0 IRRIGATION & LANDSCAPE									
	6.01	8" Irrigation Pipe - Class 160	LF	1000	\$ 9.85	\$ 9,850.00		\$ -	891.0
	6.02	10" Irrigation Pipe - Class 160	LF	1455	\$ 13.25	\$ 19,278.75		\$ -	1,481.0
	6.03	Irrigation Manhole	EA	3	\$ 2,020.00	\$ 6,060.00		\$ -	7.0
	6.04	Air Vac	EA	3	\$ 1,150.00	\$ 3,450.00		\$ -	7.0
	6.05	8" Gate Valves	EA	3	\$ 1,525.00	\$ 4,575.00		\$ -	1.0
	6.06	Tracer Wire	LF	1455	\$ 0.25	\$ 363.75		\$ -	2,152.0
7.0 DRY UTILITIES									
C	7.01	4" PVC SLEEVES	LF	500	\$ 2.20	\$ 1,100.00		\$ -	120.0
	7.02	UTILITY TRENCHING / BACKFILL	LF	5000	\$ 4.50	\$ 22,500.00	40	\$ 180.00	2,360.0
	7.03	4" ELECTRICAL CONDUIT	LF	12,000	\$ 2.20	\$ 26,400.00	180	\$ 352.00	8,832.0
	7.04	4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	EA	30	\$ 40.50	\$ 1,215.00		\$ -	30.0
8.0 EROSION / SEDIMENTATION CONTROL									
D	8.01	VEHICLE TRACK PAD	EA	1	\$ 1,335.00	\$ 1,335.00		\$ -	1.0
	8.02	EROSION LOGS	LF	500	\$ 2.10	\$ 1,050.00	610	\$ 1,281.00	810.0
	8.03	CONCRETE WASH OUT	EA	2	\$ 335.00	\$ 670.00	3	\$ 1,005.00	3.0
	8.04	INLET / OUTLET PROTECTION	EA	5	\$ 56.00	\$ 280.00	2	\$ 112.00	2.0
	8.05	EROSION CONTROL SUPERVISOR	LS	1	\$ 2,080.00	\$ 2,080.00	0.2	\$ 415.00	1.0
	8.06	DUST ABATEMENT	LS	1	\$ 1,000.00	\$ 1,000.00	0.2	\$ 200.00	1.0
	8.07	SEEDING	ACRE	5	\$ 1,470.00	\$ 7,350.00		\$ -	
	8.08	MULCHING	ACRE	5	\$ 1,315.00	\$ 6,575.00		\$ -	
9.0 STREETS									
C	9.01	1'-6" Curb and Gutter	LF	2288	\$ 8.60	\$ 19,448.00		\$ -	1,070.0
	9.02	4" Concrete, Including 6" Min. Class VI ABC	SY	1619	\$ 30.00	\$ 48,570.00	1101	\$ 33,030.00	1,101.0
	9.03	6" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335	\$ 65.50	\$ 21,942.50	89	\$ 5,829.50	286.0
	9.04	ADA Curb Ramp & Mat	EA	11	\$ 1,020.00	\$ 11,220.00	8	\$ 8,120.00	7.0
	9.05	Geogrid (Tensor BX1200 or Equal)	SY	3000	\$ 6.45	\$ 19,350.00		\$ -	147.0
	9.07	24" Class III / Fit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 16.25	\$ 34,612.50		\$ -	
	9.09	11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 10.10	\$ 21,513.00		\$ -	
	9.10	9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1833	\$ 8.10	\$ 12,417.30		\$ -	1,188.0
	9.11	6" Class VI ABC Shoulders	SY	926	\$ 5.25	\$ 4,881.50	77	\$ 404.25	234.0
	9.12	TACK COAT	SY	3174	\$ 0.32	\$ 1,015.68		\$ -	
	9.14	4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	SY	1882	\$ 22.00	\$ 40,964.00		\$ -	
	9.15	4" Thk Asphalt Pavement (Private)	SY	1312	\$ 20.75	\$ 27,224.00		\$ -	1,312.0
	9.17	Asphalt Patchwork	SY	75	\$ 38.85	\$ 2,913.75		\$ -	209.0
	9.18	Centerline Striping	LS	1	\$ 300.00	\$ 300.00	1	\$ 300.00	1.0
	9.19	White Lane Striping	EA	1	\$ 600.00	\$ 600.00	1	\$ 600.00	1.0
9.20	Crosswalk Striping	EA	1	\$ 1,050.00	\$ 1,050.00	1	\$ 1,050.00	1.0	
9.21	Street Name Sign, Post and Post Base	EA	1	\$ 115.00	\$ 115.00	1	\$ 115.00	1.0	
9.22	Speed Limit Sign, Post and Post Base	EA	3	\$ 145.00	\$ 435.00		\$ -		
9.23	Stop Signs, Post and Post Base	EA	2	\$ 160.00	\$ 320.00	2	\$ 320.00	2.0	



PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.

ESTIMATE #8
 PERIOD ENDING
 31-JUL-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
9.24		End of Roadway Marker Sign, Post and Post Base	EA	2	115.00	230.00	3	345.00	3.0
9.25		No Outlet Sign, Post and Post Base	EA	2	165.00	330.00		-	
3RD GENERAL CONDITIONS									
10.01		Surveying	LS	1	\$7,600.00	7,600.00	0.1	760.00	1.0
10.02		Materials Testing	LS	1	BY OWNER				
10.03		Traffic Control	LS	1	See Item 3.10				
10.04		CDOT Utility Permitting	LS	1	See Item 3.11				
10.05		Stormwater Permitting, Inspections & Reporting	LS	1	1,265.00	1,265.00	0.1	126.50	1.0
10.06		Project Status Meetings	LS	1	1,040.00	1,040.00	0.1	104.00	1.0
10.07		Mobilization	LS	1	3,885.00	3,885.00	0.2	777.00	1.0
10.08		Sanitary Facilities	LS	1	475.00	475.00	0.1	47.50	1.0
10.09		Contractor As-Built Drawings	LB	1	840.00	840.00	0.2	168.00	1.0
GRAND TOTAL							\$ 775,629.43	\$	\$ 62,566.75

F

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #6
 PERIOD ENDING
 31-Jul-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
CHANGE ORDER: 002									
Additional Asphalt - 12" (Private Drive)									
SY				1312	\$ 2.85	\$ 3,739.20			1,312.0
SY		Additional Asphalt - 1" (23 3/4 Road)		1882	\$ 5.75				
LF		Remove Irrigation Line Along 23 3/4		460	\$ 11.00	\$ 5,260.00			465.0
EA		Deletion of 8" Valve		1	\$ (1,345.00)	\$ (1,345.00)			1.0
EA		Deletion of 10" Valve		1	\$ (2,075.00)	\$ (2,075.00)			1.0
LS		Installation of Additional 8" Slabs on MH B-10		1	\$ 550.00	\$ 550.00			1.0
				CHANGE ORDER TOTAL	\$	\$ 6,149.20			
				NEW CONTRACT TOTAL	\$	\$ 785,778.63		\$ 62,600.75	
CHANGE ORDER: 003									
Additional 45s on 8" Waterline									
EA				4	220	880			4.0
				CHANGE ORDER TOTAL	\$	\$ 880.00			
				NEW CONTRACT TOTAL	\$	\$ 786,658.63		\$ 62,600.75	
CHANGE ORDER: 003									
Provide Staking for Dry Utilities/Light Poles									
LS				1	1650	\$ 1,650.00			1.0
DAY		Trench Poles at Construction Access Over Utility Trench		5	\$ 66	\$ 330.00			26.0
LS		Herbicide in 23 3/4 Road Under Pavement		1	428	\$ 428.00			
LS		Modify Stormwater Pond Grading		1	306.8	\$ 306.80			1.0
LS		Provide 1" Conduit and 1" Sweeps		1	9850	\$ 9,850.00			1.0
LS		Provide 2" Conduit and 2" Sweeps		1	1038	\$ 1,038.00			1.0
LF		Provide 3" SDR26 Irrigation Piping		1	3023	\$ 3,023.00			1.0
LF				750	3.15	\$ 2,362.50			750.0
				CHANGE ORDER TOTAL	\$	\$ 14,986.10			
				NEW CONTRACT TOTAL	\$	\$ 801,644.73		\$ 62,600.75	
CHANGE ORDER: 004									
Provide Irrigation Manhole A-4 Changes									
LS				1	1015	\$ 1,015.00			1.0
LS		Provide Irrigation Manhole B-2 Changes		1	1015	\$ 1,015.00			1.0
LF		Provide 8" Irrigation Line		9	\$ 9	\$ 7,425.00			825.0
LF		Provide 3" Irrigation Pipe		42	3.15	\$ 132.30			42.0
				CHANGE ORDER TOTAL	\$	\$ 9,587.30			

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #6
 PERIOD ENDING
 31-Jul-13

ITEM#	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
NEW CONTRACT TOTAL						⇒ \$ 811,232.03		\$ 62,600.75	
CHANGE ORDER: 005								\$.	
		Provide Survey for Xcel Energy at southern property line (FO 08)	LS	1	250 \$	250.00		\$.	1.0
CHANGE ORDER TOTAL						⇒ \$ 250.00		\$.	
NEW CONTRACT TOTAL						⇒ \$ 811,482.03		\$ 62,600.75	
CHANGE ORDER: 005								\$.	
		Furnish and install new 24" RCP in of place 24" ADS to make connection on Private Drive	LF	55	50 \$	2,750.00		\$.	55.0
CHANGE ORDER TOTAL						⇒ \$ 2,750.00		\$.	
NEW CONTRACT TOTAL						⇒ \$ 814,232.03		\$ 62,600.75	
CHANGE ORDER: 005								\$.	
		Per RFI-12.246-012 Remove material from bottom of utility trench and bring in clean material from other on-site sources	LS	1	1100 \$	1,100.00		\$.	1.0
CHANGE ORDER TOTAL						⇒ \$ 1,100.00		\$.	
NEW CONTRACT TOTAL						⇒ \$ 815,332.03		\$ 62,600.75	
CHANGE ORDER: 005								\$.	
		Recompact Storm Drain due to change in proctor Note: Standard proctor passed, had to recompact due to moving to modified proctor						\$.	
WO#3920								\$.	
		T-28	HR	3	65 \$	195.00		\$.	3.0
		R-10	HR	2	70 \$	140.00		\$.	2.0
		T-22 (Service Truck)	HR	6	15 \$	90.00		\$.	6.0
		E-17	HR	3	150 \$	450.00		\$.	3.0
		L-15	HR	2	70 \$	140.00		\$.	2.0
WO#3921								\$.	
		L-16	HR	5	85 \$	425.00		\$.	5.0
		T-22 (Service Truck)	HR	7.5	15 \$	112.50		\$.	7.5
		R-10	HR	2	70 \$	140.00		\$.	2.0
		E-17	HR	3	150 \$	450.00		\$.	3.0

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Austin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #6
 PERIOD ENDING
 31-Jul-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
CHANGE ORDER: 006									
		Furnish and Install 29.5" Class 3 Under 23 3/4 Road	SY	2182	20 \$	43,640.00			2,262.0
		Furnish and Install 8" Class 6 Under 23 3/4 Road	SY	2182	6.15 \$	13,419.30			2,952.0
		Install 5" Thick Asphalt (23 3/4)	SY	1869	24.86 \$	46,444.66			1,868.0
			SY	2130	-16.25 \$	(34,612.50)			
			SY	2130	-10.1 \$	(21,513.00)			
			SY	1862	-22 \$	(40,964.00)			
		CHANGE ORDER TOTAL				\$ 2,142.30			
		NEW CONTRACT TOTAL				\$ 817,474.53		62,600.75	
CHANGE ORDER: 007									
		Additional Fill over Utility Trench (Field Order 6)	LS	1	3000 \$	3,000.00			1.0
		CHANGE ORDER TOTAL				\$ 3,000.00			
		NEW CONTRACT TOTAL				\$ 826,888.98		62,600.75	
CHANGE ORDER: 007									
		Replace unsuitable material with on-site materials over irrigation line This includes hauling off material, loading clean material, and hauling material back in. Excavation and backfill are in irrigation line items	LS	1	1545 \$	1,545.00			1.0
		CHANGE ORDER TOTAL				\$ 1,545.00			
		NEW CONTRACT TOTAL				\$ 828,433.98		62,600.75	
CHANGE ORDER: 007									
		Remove and Replace culvert for sewer line installation	LF	50	24.5 \$	1,225.00			50.0
		18" CMP	EA	1	36.75 \$	36.75			1.0
		18" CMP Bands	EA	1	235 \$	235.00			1.0
		18" CMP FES	EA	1	150 \$	150.00			1.0
		Equipment and Labor	LS	1					
		CHANGE ORDER TOTAL				\$ 1,646.75			

PROJECT: Community Hospital Infrastructure - 12.246
 OWNER: Community Hospital
 ENGINEER: Austin Civil Group - Mark Auelin
 GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ESTIMATE #6
 PERIOD ENDING
 31-Jul-13

ITEM #	REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
<p>CHANGE ORDER: 008</p> <p>Connection Item Change Order: 006 for miscalculations Benchbed backfill for dry utility trench along G Road Cleaning and Grubbing of debris materials on future Hospital site Debris materials are proposed to be burned</p>									
			LS	1	0.01 \$	0.01	1	\$ 0.01	1.0
			LS	1	3000 \$	3,000.00	1	\$ 3,000.00	1.0
			LS	1	26000 \$	26,000.00	1	\$ 26,000.00	1.0
<p>NEW CONTRACT TOTAL ==> \$ 850,080.73</p>								\$ 62,600.75	
<p>CHANGE ORDER TOTAL ==> \$ 29,000.01</p>								\$ 29,000.01	
<p>NEW CONTRACT TOTAL ==> \$ 869,080.74</p>								\$ 91,600.76	
<p>CHANGE ORDER: 009</p> <p>Install 3' Wide V-pane in bottom of pond (including class 6)</p>									
			LS	1	7221 \$	7,221.00		\$ -	
<p>CHANGE ORDER TOTAL ==> \$ 7,221.00</p>								\$ -	
<p>NEW CONTRACT TOTAL ==> \$ 866,861.74</p>								\$ 91,600.76	
<p>CHANGE ORDER: PENDING</p> <p>Jet sewer line per City</p>									
			LF	3700	1.1 \$	4,070.00		\$ -	
<p>CHANGE ORDER TOTAL ==> \$ 4,070.00</p>								\$ -	
<p>NEW CONTRACT TOTAL ==> \$ 870,931.74</p>								\$ 91,600.76	



December 10, 2013

Mr. Chris Thomas
Colorado West Healthcare System (dba Community Hospital)
2021 N. 12th St.
Grand Junction, Colorado 81505

RE: Initial Acceptance
Project Name: Community Health & Wellness Subdivision, Phase 1
Project Number: SSU-2012-420

Mr. Thomas,

As the Developer of the referenced Project, you are hereby notified that the requirements for Initial Acceptance of the public infrastructure associated with the Project have been fulfilled. The Developer is responsible for all materials and workmanship for the public infrastructure improvements constructed or installed as part of the Project for one year following the Initial Acceptance date. Additionally, any improvements under the jurisdiction of other entities, such as water districts and sewer districts, shall be subject to the warranty requirements of those entities.

The City will conduct a warranty inspection of the above improvements prior to the end of the one-year warranty period. The Developer will be required to correct any deficiencies noted during the warranty period. If a deficient item requires replacement or major repairs under the warranty, the Maintenance Agreement and the full financial guarantee may be extended by one year from the date the item is repaired or replaced.

Initial Acceptance date: **October 1, 2013.**

Amount of financial security for the Maintenance Guarantee: **\$191,012.**

Sincerely,

A handwritten signature in blue ink, appearing to read "Eric Hahn".

Eric Hahn, PE
City of Grand Junction

EC: John Potter, PE (JPotter@theblythegroup.com)
Lisa Cox, Planning Manager
Greg Moberg, Planning Services Supervisor
Leslie Ankrum, Senior Administrative Assistant

Shelly Dackonish, Assistant City Attorney
Eric Hahn, City Development Engineer
Mark Barslund, Development Inspector
David Priske, Ute Water <dpriske@utewater.org>

MAINTENANCE GUARANTEE

1. **Parties:** The parties to this Maintenance Guarantee ("the Guarantee" or "Guarantee") are **Colorado West Healthcare System dba Community Hospital** ("the Developer") and the City of Grand Junction, Colorado ("the City" or "City"). Collectively the Developer and the City may be referred to as the Parties.

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

2. **Effective Date:** The Effective Date of the Guarantee will be the date that it is signed and accepted by the City.

RECITALS

The Developer has constructed, installed and is required to warrant and maintain certain improvements ("Improvements" or "the Improvements") which were made necessary by virtue of development on property within the City. The Property, known as

Community Health and Wellness Plaza Subdivision (Phase 1) has been reviewed and approved under Public Works & Planning file number **SSU-2012-420** and as necessary or required to construe this guarantee, that file(s) is/are incorporated by this reference.

The City seeks to protect the health, safety and general welfare of the community by requiring that the Improvements, once constructed, be maintained. The purpose of this guarantee is to protect the City from having to repair the Improvements at its cost. The Agreement is not executed for the benefit of materialmen, laborers or others providing work, services or material to the Developer and/or the Property or for the benefit of the owners, purchasers or users of the Property. The mutual promises, covenants and obligations contained in this guarantee are authorized by law, the Colorado Constitution, the Charter and the City's ordinances.

DEVELOPER'S OBLIGATION

3. **Improvements:** The Developer or its successor(s) or assign(s) shall maintain and guarantee the Improvements, at his/her/its own expense, against defects in workmanship and materials for a period of one year from the date of City acceptance of the Improvements. The Developer's obligation is and will be independent of any obligations of the City.

4. **Security:** To secure the performance of its obligations the Developer is required to post security in an amount of **\$191,012** (Line G2, Exhibit B, City Security).

4a. The Developer has posted security to guarantee the Improvements in an amount, form and with terms acceptable to the City.

4b. In addition to that security all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) are hereby assigned to the City.

4c. The Developer shall to the extent necessary or required by the City take whatever action is necessary or required to assign all warranties and/or guarantees (those incident to construction or as provided by the contractor and/or manufacturer of installed equipment) to the City. A copy of those warranties or a memorandum of the same is attached as Exhibit A.

4d. The Developer for itself, its successors and assigns agrees that if the Improvements are not maintained to City standards that the City shall notify the Developer in writing of the defect(s) in accordance with paragraph 8 hereof.

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

6. **Warranty:** The Developer hereby warrants that the Improvements, each and every one of them, will be maintained in accordance with the Standards in paragraph 5 for the period of this guarantee.

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

8. **Notice of Defect/Default:** The City shall provide timely notice to the Developer whenever routine inspection reveals that an Improvement and/or maintenance of the same does not conform to City standards and any specifications approved or required in or by the development or that an Improvement(s) is otherwise defective.

8a. As provided herein the City shall provide written notice to the Developer at the address stated in paragraph 22. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

8b. The Developer will have twelve (12) calendar days from the date of the notice to correct the defect.

8c. The City may grant reasonable extensions in writing to the time for correction of defect(s), however, it is not obligated to do so nor is it obligated to provide any notice of a defect(s) if it becomes aware of the defect(s) in or during an emergency. Furthermore, the City is not obligated to inspect the Improvements but may do so as it would any other improvement.

9. **Acceptance:** Prior to acceptance of any Improvement(s), the Developer shall demonstrate in writing to the satisfaction of the City Attorney that it owns the Improvements in fee simple or that there are no liens, encumbrances or other restrictions other than those that have been accepted by the City Attorney on the Improvements. Approval and/or acceptance of any Improvements does not constitute a waiver by the City of any rights it may have on account of any defect in or failure of the Improvement or maintenance of the same that is detected or which occurs after approval and/or acceptance. All warranties and/or guarantees shall be for a period of no less than 12

months from the date of acceptance of the Improvements.

10. Funds: Funds drawn, guaranteed or collected by the City under this agreement shall be used for the purpose of correcting defects in and/or repairing or replacing failure(s) of the Improvement(s).

11. Defect/Default Events: The following conditions, occurrences or actions will constitute a defect and/or default:

11a. Developer's failure to maintain each and every one of the Improvements in conformance with this guarantee and/or as required by code, law, rule, ordinance or regulation;

11b. Developer's failure to correct defective construction of any Improvement within the applicable guarantee period;

11c. Developer's failure to maintain security in a form and amount required/provided by this guarantee.

11d. As provided herein the City shall provide written notice to the Developer at the address on file with the development application. Notice is and shall be deemed effective two calendar days after mailing thereof by first class United States mail, postage prepaid.

12. Measure of Cost/Expenses: The measure of costs and or expenses chargeable by the City under this guarantee will be the reasonable cost of satisfactorily repairing and/or replacing the Improvements plus reasonable City administrative expenses (in the amount of 20% of the repair, replacement and/or warranty work) all of which may exceed the amount of the security provided for in paragraph 4. The amount of the security provided for in paragraph 4 does not set, limit, establish or provide the Developer's maximum financial obligation.

12a. City administrative expenses for which the Developer is obligated to pay include but are not limited to personnel costs, including benefits, overtime, callback, standby and other extraordinary compensation, materials, equipment, third-party contracting costs, collection costs and the value of engineering, legal and administrative staff time devoted to the repair and/or replacement of the Improvements and/or enforcement of this guarantee and all initial warranty(ies) or guarantee(s) assigned to the City by the Developer.

13. City's Rights: When any defect or default occurs, the City may after notice and the Developer's failure and/or refusal to repair or replace the Improvements, proceed to collect the amount of the cost or expense incidental or necessary to affect the repair or replacement of the Improvements. The City will have the right to reconstruct, rebuild or otherwise maintain Improvements itself or it may contract with a third party for completion and the Developer grants to the City, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, reconstructing, maintaining and repairing such Improvements. This remedy is cumulative in nature and is in addition to any other remedy the City has at law or in equity.

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

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

16. Amendment or Modification: The Parties may amend or modify the Agreement only by written instrument executed on behalf of the City by the Public Works and Utilities Director or his designee and by the Developer or his authorized officer. Such amendment or modification shall be properly notarized before it may be deemed effective.

17. Attorney's Fees: Should either party be required to resort to litigation to enforce the terms of this guarantee, the prevailing party, plaintiff or defendant, will be entitled to costs, including reasonable attorney's fees and expert witness fees, from the opposing party. If relief is awarded to both parties, the attorney's fees may be equitably divided between the parties by the decision-maker. The value of the City's in-house legal counsel is agreed to be \$125.00 per hour.

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

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

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

21. Benefits: The benefits of this agreement to the Developer are personal and may not

be assigned without the express written approval of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this agreement are personal obligations of the Developer and also will be binding on the heirs, successors and assigns of the Developer and shall be a covenant(s) running with

the Property. There is no prohibition on the City to assign its rights under this agreement. The City will expressly release the original Developer's guarantee or obligations if it accepts new security from any Developer or lender who obtains the Property; however, no other act of the City will constitute a release of the original Developer from his liability under this agreement.

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

If to Developer:	Colorado West Healthcare System dba Community Hospital 2021 N 12th Street Grand Junction, CO 81501 (970) 242-0920 cthomas@gjhosp.org	Name/Developer/Company (continued) Address (Street and Mailing) Address (continued) City, State & Zip Code Telephone Number Fax Number E-mail Address
-------------------------	---	--

If to City: Office of the City Attorney
250 North 5th Street

Grand Junction, CO 81501

CC: Public Works & Planning Department
250 North 5th Street
Grand Junction, CO 81501

23. Recordation: Developer will pay for all costs to record a memorandum of this guarantee in the Clerk and Recorder's Office of Mesa County, Colorado.

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

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

By:



Date: 9-10-13

Developer's Signature

Developer's Name: Chris Thomas

Title (position): President & CEO

Corporate Attest:



Date:

Signature

City of Grand Junction
250 North 5th Street
Grand Junction, CO 81501



Date: 12-19-13

Project Planner Signature



Date: 12-20-2013

Public Works & Planning Dept. Signature



Grand Junction

225 N. 5th Street
Grand Junction, Colorado 81501
970-243-5600
Fax 970-243-5778

IRREVOCABLE STANDBY LETTER OF CREDIT

Date of Issue: OCTOBER 1, 2013
Amount: \$191,012.00
Number: 7165941933
Expiration Date: OCTOBER 1, 2014

APPLICANT: COLORADO WEST HEALTHCARE SYSTEM DBA COMMUNITY HOSPITAL

BENEFICIARY: CITY OF GRAND JUNCTION, COLORADO

PURPOSE: PROPERTY IMPROVEMENTS PER DEVELOPMENT IMPROVEMENTS AGREEMENT, PLANNING FILE NUMBER SSU-2012-420

To Whom It May Concern:

We hereby establish in Beneficiary's favor, at the request and for the benefit of Applicant, our Irrevocable Standby Letter of Credit in an amount not to exceed \$191,012.00 (U.S. \$191,012.00). The purpose of this letter is to secure the performance of and the compliance with the Development Agreement, File Number SSU-2012-420, by and between, Applicant and Beneficiary.

Beneficiary shall promptly notify Bank when a default or event of default of said agreement occurs. Your notification shall include any notice or order required to be sent to Applicant pursuant to the agreement. Notice shall be by telephone and in writing to:

ALPINE BANK GRAND JUNCTION
ATTENTION: AARON MILLER
225 NORTH 5TH STREET
GRAND JUNCTION, COLORADO 81501
970-243-5600

We hereby agree to honor drafts drawn under and in compliance with the terms of this Letter of Credit if duly presented to a loan officer at 225 NORTH 5TH STREET, GRAND JUNCTION, COLORADO, during normal business hours on or before the expiration date. Partial drawings are permitted. This Letter of Credit is not transferable.

The conditions for payment of any draft drawn against this Letter of Credit are as follows:

1. Receipt by Bank of Beneficiary's manually signed statement by an authorized signatory certifying that Applicant has failed to perform with, or comply in accordance with, the provisions of said agreement by and between Applicant and Beneficiary, and stating the dollar amount of the default.
2. Presentation of the original Letter of Credit to Bank, endorsed on the reverse side with the words: "CITY OF GRAND JUNCTION, COLORADO" in the amount requested, then manually signed by an authorized signatory.

This Letter of Credit shall be governed by Article V of the Uniform Commercial Code as in effect in the State of Colorado on the date of issue. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this credit is referred to, or to which this credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement.

ALPINE BANK

By: 

AARON MILLER, PRESIDENT

December 27, 2013

Alpine Bank
225 North 5th Street
Grand Junction, CO 81501

**Re: Cancellation of Disbursement Agreement: Colorado West Healthcare System (dba
Community Hospital)
Community Health and Wellness Subdivision: SSU-2012-420; DIA-2012-576**

To Whom It May Concern:

Enclosed is a copy of the Disbursement Agreement (Improvement Guarantee) entered into between the City of Grand Junction ("City"), Colorado West Healthcare System (dba Community Hospital) ("Developer"), and Alpine Bank for improvements to the development referred to as Community Health and Wellness Subdivision under plan number SSU-2012-420. As beneficiary of the security for a Development Improvements Agreement ("DIA"), the City informs you that the terms of the improvements have been completed by the Developer and the improvements have been accepted by the City. The City hereby releases its interest in the disbursement agreement security. This letter is being provided at the direction of the Director of Public Works and Planning.

If you have any questions, please inform me.



Lisa E. Cox, Planning Manager

EC: SSU-2012-420
DIA-2012-576
Leslie Ankrum, Senior Administrative Assistant

Developer:

Colorado West Healthcare System dba Community Hospital
Attn: Mr. Chris Thomas
2021 North 12th Street
Grand Junction, CO 81505

ESCROW AND DISBURSEMENT AGREEMENT
(Improvements Guarantee)

DEVELOPER: Colorado West Healthcare System (dba Community Hospital)

BANK: Alpine Bank – Grand Junction

PROPERTY: Lot 1 and Lot 2 Community Health & Wellness Plaza Subdivision

DISBURSEMENT AMOUNT: For the construction of improvements to the Property in an amount not to exceed \$ 1,146,071.

This Agreement is entered into by and between Colorado West Healthcare System (dba Community Hospital) ("Developer"), Alpine Bank ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to G and 23-3/4 Roads and offsite utilities ("Improvements") in accordance with the Zoning and Development Code, Improvements Agreement and subdivision approval.

The Bank has agreed to establish an escrow account to hold and from which to disburse funds for construction of the Improvements.

The City Engineer has approved an estimate of the costs of the Improvements and that amount or an amount not to exceed \$ 1,146,071, whichever is greater, shall be referred to as the "Funds."

The parties desire to secure the full and complete performance of the Developer's obligations and to secure that the Funds are disbursed only to pay for the Improvements.

NOW, THEREFORE, THE PARTIES AGREE:

1. **BANK PROMISES.** Bank shall establish the escrow account containing all the Funds on behalf of Developer and for the City's benefit within twenty-four hours of execution of this Disbursement Agreement.

Bank warrants: that the Funds are to be held in trust solely to secure Developer's obligations under the Improvements Agreement; that the Bank shall act as agent of the City in holding the Funds; that the Funds will not be paid out or disbursed to, or on behalf of, the Developer except as set forth in this document and/or as set forth in the Improvements Agreement; and that the Bank may not modify or revoke its obligation to disburse funds to or on behalf of the Developer or the City. The Bank warrants that the Funds are and will be available exclusively for payment of the costs of satisfactory completion of the Improvements.

2. **DISBURSEMENT PROCEDURES.** The Funds shall be advanced for payment of costs

incurred for the construction of Improvements on the Property in accordance with the Improvements List/Detail attached to the Development Improvements Agreement (DIA), the terms of which are incorporated by this reference. All disbursements must comply with the following procedures:

(a) **Request for Advance.** Developer shall deliver to the Bank a written request for the disbursement of funds on forms acceptable to the Bank. Such requests shall be signed by Developer, Developer's General Contractor, Project Engineer and Architect, if applicable, and the City Engineer. By signing the request for disbursement the Developer is certifying: that all costs for which the advance is being requested have been incurred in connection with the construction of the Improvements on the Property; that all work performed and materials supplied are in accordance with the plans and specifications submitted to and approved by the City; that the work has been performed in a workmanlike manner; that no funds are being requested for work not completed, nor for material not installed; the Project Engineer has inspected the Improvements for which payment is requested; and that such improvements have been completed in accordance with all terms, specifications and conditions of the approved plans. Attached hereto is the list of those individuals, and their respective signatures, required to sign the above described request(s) for disbursement of funds.

(b) **Documentation, Walvers and Checks.** Each request for disbursement of funds shall be accompanied by: (i) one original and one copy of each invoice to be paid; (ii) checks drawn on Developer's construction loan account with the Bank, made payable to the payee(s) and for the amount of each invoice presented for payment; (iii) lien waivers in a form approved by the Bank prepared for signature by each payee; and (iv) postage paid envelopes addressed to each payee for the mailing of checks presented to the Bank.

The Bank shall verify its receipt of all lien waivers relating to any prior disbursements, which lien waivers shall be properly executed and contain no alterations or modifications from those lien waivers that have been previously presented to the Bank.

Upon approval by Developer, the Project Engineer and the Bank of the invoices being presented to the Bank, the Bank shall advance funds into the checking account designated for the payment of the invoices and mail the checks to the payee(s) in the envelopes presented to the Bank, together with lien waivers and copies of supporting invoices.

Under no circumstances shall the Bank make a disbursement for the payment of an invoice if it in good faith believes that: (i) the work has not been completed; (ii) the work has not been completed in a workmanlike manner; (iii) written approval has not been received from the Project Engineer; or (iv) any lien waiver has been altered or modified or has not been returned to the Bank.

(c) **Default.** Upon default of the Developer on any obligation to the Bank or under the Improvements Agreement, the Bank shall disburse no funds to, or at the direction of, the Developer except to the City under the terms of the Improvements Agreement. The Bank shall immediately notify the City, in writing, of any event of

default or event of default as provided for in the Improvements Agreement and/or as provided herein.

(d) **Disbursement to City.** In the event the Improvements are not satisfactorily and timely constructed, or upon any default or event of default, the City Engineer shall notify the Bank to immediately cease disbursement of funds to the Developer and disburse the full amount of the remaining undisbursed funds to the City. Upon such notice, the Bank shall promptly honor the demand of the City Engineer to disburse the Funds to the City or a third party or parties designated in writing by the City. Upon final completion and acceptance of the performance required under the Improvements Agreement, the City shall refund to the Bank any funds disbursed, if any, which are not actually expended to pay all costs, expenses and liabilities, including attorney fees, incurred in completing the Improvements.

3. **DEVELOPER CONSENT:** The Developer, by the signature of Chris Thomas, President/CEO (name & title), consents to disbursements and other actions authorized and provided for by the terms of this Agreement and/or the Improvements Agreement.

4. **LIABILITY FOR LOSS:** If the Bank fails to disburse funds in accordance with the procedures set forth, and the City suffers loss or damage, the Bank shall be liable to the City for the City's direct and consequential damages and all fees, costs and expenses, including attorney's fees.

5. **BINDING EFFECT:** This Agreement shall be binding on the heirs, successors, receivers and assigns of all parties and shall terminate when the City has accepted the Improvements and has recorded a release of the Improvements Agreement.

6. **IMMUNITY:** Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable state law.

Dated this 7th day of December, 2012.

(BANK)

By: [Signature] 225 N 5th Street, Grand Junction, CO 81501
Title: Executive Vice President Address

(DEVELOPER)

By: [Signature] 2021 N 12th Street, Grand Junction, CO 81501
Title: President/CEO Address

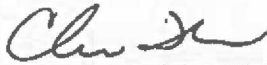
CITY OF GRAND JUNCTION

By: [Signature]
Director of Community Development

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between Colorado West Healthcare System dba Community Hospital Developer, Alpine Bank – Grand Junction as Bank, and the City of Grand Junction, the following are the individuals authorized to sign written requests for the disbursement of the Funds:

DEVELOPER:

Chris Thomas
(name)


(signature)

(name)

(signature)

(name)

(signature)


DEVELOPER'S GENERAL CONTRACTOR:

(name)

(signature)

DEVELOPER'S PROJECT ENGINEER:

Mark Austin
(name)


(signature)

DEVELOPER'S ARCHITECT:

N/A
(name)

(signature)

CITY ENGINEER:

Eric Hahn
(name)


(signature)

