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 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 Sates 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

2021 N 12 Street

Grand Junction, CO 81505

970-256-6200

cthomas@gjhosp.org

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

Name/Developer/Company

(continued)

Address (Street and Mailing)

Address (continued)

City, State & Zip Code

Telephone Number

Fax Number

E-mail Address

- 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 Cityapproved plans and specifications.

By:

Developer's Signature

Date

12-7-12

Developer's Name: Chris Thomas

Corporate Attest:

City of Grand Junction

250 North 5th Street

Grand Junction, CO 81501

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	В	Disposed and		
	IMPROVE	MENTS CO		MATE	19 1	verification in
Data	: November 1, 2012	.WENTS CC)31 L311	WAIL		
-		11	-			
	lopment Name: Community Hospital Simple Subdivision P tion: 2373 G Road	nase i				49.00
	ed Name of Person Preparing the Estimate: Mark Austin,	Austin Civil G	roup Inc			
	ed Hame of Ferson Freparing the Estimate. History	Austin Civil d	roup, m.c.			
#	DESCRIPTION	QUAN	UNIT	UNIT\$	TOTAL	ITEM TOTAL
	TARY SEWER					\$279,080.00
- +	10" SEWER PIPE (SDR 26 PVC)	4622		\$33.00	\$152,526.00	ACTUAL NEW YORK
_	8" SEWER PIPE 6" SEWER PIPE	252	-	\$29.00 \$24.00	\$7,308.00	
-	4-FT DIA SANITARY MANHOLES		EA	\$3,000.00	\$5,592.00 \$48,000.00	
-	CONNECTION TO EXISTING MANHOLE		LS	\$3,000.00	\$3,000.00	
-	FLOWABLE FILL		CY	\$110.00	\$3,300.00	
_	DE-WATERING TRENCH		LS	\$5,000.00	\$5,000.00	THE RESERVE TO STATE OF
	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		LS	\$5,000.00	\$5,000.00	
	CDOT PERMITTING	_	LS	\$3,000.00	\$3,000.00	6 (0) (4)
	LANOSCAPE/ IRRIGATION REPAIRS		LS	\$8,000.00	\$8,000.00	
-	ASPHALT ORIVEWAY PATCHWORK	2	LS	\$3,000.00	\$6,000.00	Franklin at it
-	CONCRETE ENCASEMENT		LF		\$0.00	
-	TRENCH STABILIZATION		CY		\$0.00	
A/AT	ER MAIN					\$179,977.00
	10" WATER MAIN	1651	I E	\$25.00	\$41,275.00	3173,377.00
	8" WATER MAIN	1362		\$21.00	\$28,602.00	
-	6" WATER MAIN	420	-	\$20.00	\$8,400.00	The state of the state of
\rightarrow	10" WATER VALVES		EA	\$1,300.00	\$11,700.00	
	8" WATER VALVES	5	EA	\$1,200.00	\$6,000.00	CHARLES WITH CO.
	6" WATER VALVES	13	EA	\$1,100.00	\$14,300.00	
1	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)		LS	\$4,000.00	\$4,000.00	
_	ASPHALT PATCHWORK (Road) WET TAP		EA	\$6,000.00 \$7,000.00	\$6,000.00 \$14,000.00	
-	FLOW FILL		LS	\$4,500.00	\$4,500.00	
_	DISSINFECTION / FLUSHING / TESTING		LS	\$1,200.00	\$1,200.00	maritain Kar
				.,	7-,	Carlo Carlo Cal
						Loze unit
STOR	RMWATER SYSTEM	T ₄	10.75		N AND DESCRIPTION	\$180,119.3
-	18" PIPE	283		\$35.00	\$9,905.00	
	24" PIPE	779		\$49.00	\$38,171.00	2811 July 2019
-	30" PIPE		LF	\$100.00	\$2,100.00	
-	24"X38" Ellipical RCP	39	LF	\$160.00	\$6,240.00	
_	36" PIPE 42" PIPE		LF	\$78.00 \$120.00	\$0.00 \$11,160.00	
	42 PIPE 48" PIPE	93	LF	\$120.00	\$11,160.00	
	54" PIPE		LF	\$125.00	\$0.00	
	60" PIPE	1	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	1010-51 at 3.4
	36" FES		EA	\$800.00	\$0.00	Office Capital
-	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") 4'-DIA MANHOLE (For Max 18" Pipe)		TON	\$12.00 \$3,500.00	\$0.00 \$10,500.00	
	5' DIA MANHOLE (11"-30" Pipe)		EA	\$3,800.00	\$11,400.00	
-	6' DIA MANHOLE (21 -30 FIPE)	3	EA	\$5,200.00	\$0.00	
-	54" to 60" TRANSITION FITTING		EA	\$5,000.00	\$0.00	THE SEC.
-	54" TEE MANHOLE	1	EA	\$6,500.00	\$0.00	
			EA	\$7,500.00	\$0.00	

# _	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL	ITEM TOTAL
Ret	ention Pond Excavation	19259	CY	\$3.00	\$57,777.78	
	tention Pond Fine Grading	11556		\$1.00	\$11,555.56	
Out	tlet Structure		LS	\$10,000.00	\$0.00	
Ero	sion Protection	1	LS	\$2,500.00	\$2,500.00	
Sing	gle Inlet	1	5.000.000	\$2,500.00	\$2,500.00	
	uble Inlet		EA	\$5,400.00	\$5,400.00	U PAUL HOR
	OT Type R	1	EA	\$9,500.00	\$9,500.00	
Are	ea Inlet		EA	\$2,500.00	\$0.00	
RRIGAT	ION & LANDSCAPE					\$38,874.63
	¹ Irrigation Pipe	1455	LF	\$18.00	\$26,190.00	
-	'Irrigation Pipe	alt.	LF	\$24.00	\$0.00	William William
	Irrigation Pipe		LF	\$30.00	\$0.00	
1B"	Irrigation Pipe	544	LF	\$36.00	\$0.00	
24"	Irrigation Pipe		LF	\$47.00	\$0.00	A STATE OF THE PARTY OF THE PAR
Flor	w Fill Backfill	15	CY	\$110.00	\$1,629.63	
IMF	PORTED TRENCH BACKFILL	STEED A	TON	\$12.00	\$0.00	
Irrig	gation Manhole		EA	\$2,200.00	\$6,600.00	
-	Vac	3	EA	\$500.00	\$1,500.00	
	Service Line			9.000° WW.700	\$0.00	
	ndscape Turf in Pond Area (See Erosion Seeding)		SF	\$1.00	\$0.00	
_	nd Lining for Irrigation Storage		SF	\$1.35	\$0.00	
	gation Pump Station		LS	\$25,500.00	\$0.00	
	gation Pump House		LS	\$15,000.00	\$0.00	
	gation Silt Trap Structure		LS	\$25,000.00	\$0.00	
0.0000	lation Valves	3		\$500.00	\$1,500.00	
Tra	cer Wire	1455	LF	\$1.00	\$1,455.00	
ORY UTI	LITIES					\$16,900.00
4" f	PVC SLEEVES	500	LF	\$3.00	\$1,500.00	
UTI	ILITY TRENCHING / BACKFILL	4400	LF	\$3.50	\$15,400.00	
Pec	distals		EA	??		
EPOSION	N / SEDIMENTATION CONTROL					\$29,350.00
1	HCLE TRACK PAD	1	EA	\$3,500.00	\$3,500.00	in a continue of
	OSION LOGS	500	(2008) C	\$4.50	\$2,250.00	
-	NCRETE WASH OUT	2		\$800.00	\$1,600.00	
07.3038.003	ET / OUTLET PROTECTION		EA	\$250.00	\$0.00	
ERC	OSION CONTROL SUPERVISOR	120	DAY	\$50.00	\$6,000.00	
DU.	ST ABATEMENT	120	DAY	\$50.00	\$6,000.00	Yellow Siring
SEE	EDING	5	ACRE	\$1,500.00	\$7,500.00	
	JLCHING	5	ACRE	\$500.00	\$2,500.00	
SOI	IL RETENTION BLANKETS		SY	\$3.50	\$0.00	
_	E STREET (281 LF)	T will us				\$92,678.47
	RIP TOPSOIL	3122		\$0.50	\$1,561.00	
	RTHWORK		LS	\$4,000.00	\$4,000.00	
	6" CURB AND GUTTER	531	-	\$9.00	\$4,779.00	
	T MEDIAN CURB / GUTTER	79	LF	\$13.00	\$0.00	
-	T CURB, GUTTER, SIDEWALK		LF	\$19.00	\$0.00	
	CONCRETE SIDEWALK	549	**********	\$45.00	\$24,710.00	
_	CONCRETE SIDEWALKS	- 14	SY	\$48.00	\$0.00	
-	NCRETE CURB RAMP		SY	\$65.00	\$130.00	
	CONCRETE	58.00		\$58.00	\$3,364.00	
	A RAMPS	1311	EA	\$220.00 \$1.25	\$1,639.17	y
23 0 0 0	BGRADE PREP	1311	SY	\$5.00	\$0.00	
	ogrid " Class III / Pit Run		SY	\$10.00	\$0.00	
	" Class III / Pit Run	1311	-	\$7.30	\$9,572.73	1 71
_	Thk CLASS VI BASE COURSE	1311		\$6.90	\$9,045.90	
	CLASS VI BASE COURSE	1311	SY	\$12.00	\$0.00	
	" CLASS VI BASE COURSE	1	SY	\$15.00	\$0.00	Carlo Tribe Dell
	CK COAT		SY	\$0.35	\$0.00	Signal Talk T
	Thk Asphalt Pavement	1249	-	\$21.00	\$26,226.67	ALTER S
	Thk Asphalt Pavement Top Special Mat		SY	\$10.00	\$0.00	PHURS IN
	ASPHALT PAVEMENT (146Lbs/CF)		TON	\$105.00	\$0.00	
-	eet Lights	1	EA	\$3,500.00	\$3,500.00	
Stre			LS	\$2,500.00	\$2,500.00	

#	DESCRIPTION	QUAN	UNIT	UNIT \$	TOTAL	ITEM TOTAL
-	STOP BARS		1 EA	\$600.00	\$600.00	
	STOP SIGNS		LEA	\$400.00	\$400.00	
	STREET NAME SIGNS	The second secon	LEA	\$250.00	\$250.00	
	SPEED LIMIT SIGNS		LEA	\$400.00	\$400.00	
				eum eum		
3-1	/2 Road					\$0.00
	STRIP TOPSOIL		SY	\$0.50	\$0.00	
	EARTHWORK	(4.13)	LS	\$5,000.00	\$0.00	
	1'-6" CURB AND GUTTER	Angel .	LF LF	\$11.00 \$13.00	\$0.00	
	1-FT MEDIAN CURB / GUTTER 7-FT CURB, GUTTER, SIDEWALK		LF	\$19.00	\$0.00	
	4" THK CONCRETE SIDEWALK		SY	\$45.00	\$0.00	and property last
	6" THK CONCRETE SIDEWALKS		SY	\$48.00	\$0.00	
	B" THK CONCRETE FILLET	TO STATE	SY	\$58.00	\$0.00	Ly Sur Sur
	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 14" CLASS VI BASE COURSE		SY	\$12.00 \$15.00	\$0.00 \$0.00	
	TACK COAT		SY	\$15.00	\$0.00	
	4" Thk Asphalt Pavement	to file de la colonia	SY.	\$21.00	\$0.00	g rae ray details
	2" Thk Asphalt Pavement Top Special Mat		SY	\$10.00	\$0.00	
	6" ASPHALT PAVEMENT (146Lbs/CF)		TON	\$105.00	\$0.00	
	Street Lights	- Plant	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	
	/4 Road (765 LF)					\$101,579.75
.3-3	STRIP TOPSOIL	2295	cv	\$0.50	\$1,147.50	\$101,575.75
	EARTHWORK		LLS	\$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	
П	4" THK CONCRETE SIDEWALK	1.0	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		\$1.25	\$2,868.75	
	Geogrid		SY	\$5.00	\$0.00	The Market
_	17" Class III / Pit Run	- 452	SY	\$10.00	\$0.00	
	13" Class III Pit Run	2299		\$7.30	\$16,753.50	
	9" Thk CLASS VI BASE COURSE 6" CLASS VI BASE COURSE	2295	SY	\$6.90 \$12.00	\$15,835.50 \$0.00	
	14" CLASS VI BASE COURSE		SY	\$15.00	\$0.00	
_	TACK COAT	1870		\$0.35	\$654.50	
	4" Thk Asphalt Pavement	1870		\$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		EA	\$3,500.00	\$7,000.00	
	STRIPING		LS	\$1,000.00	\$1,000.00	
_	STOP BARS		L EA	\$600.00	\$600.00	
	STOP SIGNS		L EA	\$400.00	\$400.00	
-	STREET NAME SIGNS		EA .	\$250.00	\$250.00	
	SPEED LIMIT SIGNS		EA	\$400.00	\$800.00	
R/	DAD (ASSUMES 2" OVERLAY TO CENTERLINE)		1			\$0.00
	STRIP TOPSOIL		SY	\$0.50	\$0.00	70.00
	EARTHWORK		CY	\$18.00	\$0.00	
	1'-6" CURB AND GUTTER		LF	\$11.00	\$0.00	4 - 20 -
	1-FT MEDIAN CURB / GUTTER		LF	\$13.00	\$0.00	A Maria
	7-FT CURB, GUTTER, SIDEWALK		LF	\$19.00	\$0.00	
	4" THK CONCRETE SIDEWALK		SY	\$45.00	\$0.00	
	CH THE COMODETE CIDENALIE		SY	\$48.00	\$0.00	
	6" THK CONCRETE SIDEWALKS		31	346.00	\$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	
			SY	\$6.90	\$0.00	
	9" Thk CLASS VI BASE COURSE		SY	\$12.00	\$0.00	
	6" CLASS VI BASE COURSE 14" CLASS VI BASE COURSE		SY	\$12.00	\$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	LOCAL PROPERTY COME
	Street Lights		EA	\$3,500.00	\$0.00	
			LS	\$2,000.00	\$0.00	
	STRIPING		-		-	
	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	
	TOTAL CONDITIONS					\$20 F00 F
ΕN	IERAL CONDITIONS		10	£15 000 00	£15 000 00	\$36,500.0
	Surveying		LS	\$15,000.00	\$15,000.00	
	Materials Testing		LS	\$8,000.00	\$8,000.00	
	Project Status Meetings		LS	\$3,000.00	\$3,000.00	
	Mobilization		LS	\$5,000.00	\$5,000.00	THE RESERVE
	Sanitary Facilities		LS	\$1,000.00	\$1,000.00	
	Contractor As-Built Drawings	:	LS	\$4,500.00	\$4,500.00	
			SUB TOT	AL CONSTRUC	TION COSTS	\$955,059.1
:ITY	SECURITY	20	%			\$191,011.8
_	TOTAL GUARATEE AMOUNT			231 135		\$1,146,071.02
lot	1.					
	All prices shall be for items complete in place and accepted		1			
	All pipe prices shall include excavation, pipe, bedding, backfil					
3	Water main shall include pipe, excavation, bedding, backfill,				zed elsewhere	
	All concrete items shall include Aggregate Base Course where	e required b	y the dra	wings		
4	Fill in the pipe type for irrigation pipe and sleeves					
5		•				
5	Reconditioning shall be calculated to at least 6" outside of ba		on both si	des		
5	Reconditioning shall be calculated to at least 6" outside of ba Units can be changed if desired, simply annotate what is used		on both si	des		
5	Reconditioning shall be calculated to at least 6" outside of ba		on both si	des		
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5	Reconditioning shall be calculated to at least 6" outside of ba Units can be changed if desired, simply annotate what is used		on both si	des	/3 //	(2
5	Reconditioning shall be calculated to at least 6" outside of ba Units can be changed if desired, simply annotate what is used		on both si	des	12-11-	12
5	Reconditioning shall be calculated to at least 6" outside of ba Units can be changed if desired, simply annotate what is used		on both si	des	/Z-1t-	12
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5 6	Reconditioning shall be calculated to at least 6" outside of ba Units can be changed if desired, simply annotate what is used Additional lines or items may be added as needed		on both si	des		12
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5	Reconditioning shall be calculated to at least 6" outside of ba Units can be changed if desired, simply annotate what is used Additional lines or items may be added as needed Signature of Developer (If Incorporated, to be signed by President and attested to by the Secretary together with the corporate seal)	d			Date	
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4 5 6	Reconditioning shall be calculated to at least 6" outside of bat Units can be changed if desired, simply annotate what is used Additional lines or items may be added as needed Signature of Developer (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 an and the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction, I take no exceptions in the current past of construction.	d			Date	ate 2

ESCROW AND DISBURSEMENT AGREEMENT

(Improvements Guarantee)

DEVELOPER: Co	orado West Healthcare System (dba Community Hospital)	
BANK: Alpine B	ank – 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 <u>Colorado West Healthcare System</u> (dba Community Hospital) ("Developer"), <u>Alpine Bank</u> ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to <u>G</u> 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 <u>Chris Thomas, President/CEO</u> (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	_, 20 <u>12</u> .
(BANK) By: Title: Executive Vice President	225 N 5 th Street, Grand Junction, CO 81501 Address
(DEVELOPER) By: Title: President/CEO	2021 N 12 th Street, Grand Junction, CO 81501 Address
CITY OF GRAND JUNCTION By:	
Director of Community Development	

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

Cluse
(signature)
(signature)
(signature)
(signature)
Mark
(signature)
(signature)
67/1
2 Mil
(signature)

revised: December 7, 2012

RECEPTION #: 2636376, BK 5399 PG 931 12/10/2012 at 10:15:22 AM, 1 OF 1, R \$10.00 S \$1.00 Sheila Reiner, Mesa County, CO CLERK AND RECORDER

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 Communii (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 \$\$\sum_{\text{SU-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

Ino. Thomas

Public Works and Planning Department

By: Show	Date: 1(-2%-12
Type Name: Chris Thomas	
CITY OF GRAND JUNCTION:	
In accordance with the above, I hereby certify the Agreement and/or Maintenance Guarantee are that the same may be inspected and/or copied Planning Department, 250 North 5 th Street, Grand	e made of record by this memorandum and dat the City of Grand Junction, Public Works &
	Date: (2.7.(2

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							
	Al	TNUON	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 4

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.

REQUEST FOR DISBURSEMENT AND APPLICATION FOR PAYMENT NO. One (1) To: Community Hospital , for work at Community Health & Wellness Subdivision, accomplished (Project) through the date of 12/31/12 by N/A (Subcontractor) as follows or attach an itemized list. N/A CONTRACTOR'S Certification: (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 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 Title: CITY DEVELOPMENT ENGINEER OWNER'S Acceptance: This application (with accompanying documentation) is accepted and payment of the above Current Payment Due is recommended. 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 <u>not</u> 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

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) DIA NOT RECORDED: **DEVELOPER:** Community Hospital DIA RECORDED: X **ESCROW AGENCY:** Alpine Bank Book -Page -C) Streets & D) Grading & E) Landscape City Security B) Domestic A) Sanitary & Irrigation DATE RY Sewer Water **Bridges** Drainage F) Misc. Items (20%) TOTAL **Original Amount** \$179.977.00 \$211,158,22 \$209,469,33 \$191.011.84 \$279,080,00 \$38.874.63 \$36,500,00 \$1,146,071,02 **Disbursements** \$57,167,00 (\$4,702,00) \$21,395,00 \$175,430,00 16-Jan-13 ewh \$170,276.00 \$40,783.00 (\$109.489.00) \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Total Disbursed \$170,276.00 \$40,783.00 (\$109,489,00) \$21,395.00 \$175,430.00 \$57,167.00 \$0.00 (\$4,702.00)Remaining \$139,194.00 \$320,647.22 Balance \$108,804.00 \$152,302.33 \$43,576.63 \$191,011.84 \$15,105.00 \$970,641.02 The City of Grand Junction, Community Development Department hereby authorizes the Escrow Agency to release up to \$175,430.00, including all previous payments, to the Developer for work completed on the Project. Signature: Name: Eric Hahn Title: City Development Engineer

#	DESCRIPTION	QUAN	UNIT		DIA Total		MVC Bid		Overage		
1.0 DEMOLITION / F	REMOVAL					\$	15,075	\$	(15,075)	D	_
1.01 CLEAR &	GRUB, INCLUDING TREE STUP REMOVALS	1	LS							1	
1.02 Strip Top	soil / Organics	1	LS								
1.03 Asphalt 2	" Milling	616	SY								
2.0 EARTHWORK						\$	38,200	\$	(38,200)	A	
2.01 Earthwor	k Cut/Fill	1	LS			*	30,200	*	(30,200)	"	
2.02 Detention		1	LS								
	Preparation / Fine Grade for Streets	1	LS								
	Prep/Fine Grade for Walks	1	LS								
2.05 Subgrade		200	CY								
2.06 Flow Fill (50	CY								
3.0 SANITARY SEWE					270.000		400.004		470.076	A	_
		4522		\$	279,080	>	108,804	\$	170,276	A	
	ER PIPE (SDR 26 PVC)	4622	LF								
3.02 8" SEWER		252	LF								
3.03 6" SEWER		233	LF								
	SANITARY MANHOLES	16	EA								
	TION TO EXISTING MANHOLE	1	LS								
3.06 FLOWABL		30	CY								
3.07 DE-WATE		1	LS								
3.08 GRANULA	AR STABILIZATION (1/2 Total Length of 10")	1156	TON								
3.09 IMPORTE	D TRENCH BACKFILL (1/2 Total Length of 10")	1156	TON								
3.10 TRAFFIC	CONTROL	1	LS								
3.11 CDOT PER	RMITTING	1	LS								
3.12 LANDSCA	PE/ IRRIGATION REPAIRS	1	LS								
	E ENCASEMENT	50	LF								
4.0 WATER				\$	179,977	¢	139,194	¢	40,783	P	
4.01 10" WATE	R MAIN	1651	LF	7	213,311	4	133,134	¥	40,703	B -	
4.02 8" WATER		1362	LF								
4.03 6" WATER											
		420	LF								
4.04 10" WATE		9	EA								
4.05 8" WATE		5	EA								
4.06 6" WATER		13	EA								
4.07 FIRE HYDE		10	EA								
	r Service Line At Main (G Road)	1	LS								
4.09 CONNECT	ION TO MAIN LINES	2	EA								
4.10 FLOW FILE		30	CY								
4.11 DISSINFE	TION / FLUSHING / TESTING	1	LS								
5.0 STORMWATER S	YSTEM			\$	180,119	Š	78,687	Ś	101,432	D	_
5.01 18" PIPE		430	LF	20				680 680	A 18"	1	
5.02 24" PIPE		1580	LF								
5.03 30" PIPE		21	LF								
5.04 24"X38" E	Ilinical 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	nnie.	1	EA								
5.09 FILTER FA		2222	SY								
	NHOLE (For Max 18" Pipe)	3	EA								
	NHOLE (21"-30" Pipe)	3	EA								
5.12 8' DIA MA		1	EA								
5.13 Single Inle	t	2	EA								
5.14 Double In	et	1	EA								
5.15 CDOT Typ	e D	1	EA								
5.16 CDOT Typ		1	EA								
J.17 Large Area	a Inlet, Including 2-ft Concrete Apron	2	EA								
5.0 IRRIGATION & LA			-	\$	38,875	\$	43,577	\$	(4,702)	F	4
-	on Pipe - Class 160	1000	LF							-	
	ion Pipe - Class 160	1455	LF								
6.03 Irrigation	Manhole	3	EA								
6.04 Air Vac		3	EA								

UBTOTALS ITY SECURITY @ 20%			\$	191,012		155,926		35,086	
			\$	955,059	S	779,629	S	175,430	
20.05 Contractor As-built Drawings	1	LJ.							
10.09 Contractor As-Built Drawings	1	LS							
10.08 Sanitary Facilities	1	LS							
10.06 Project Status Meetings 10.07 Mobilization	1	LS							
10.05 Stormwater Permitting, Inspections & Reporting	1	LS							
10.04 CDOT Utility Permitting	1	LS							
10.03 Traffic Control	1	LS							
10.02 Materials Testing	1	LS							
10.01 Surveying	1	LS							1
0.0 GENERAL CONDITIONS			\$	36,500	\$	15,105	\$	21,395	F
9.25 No Oulet Sign, Post and Post Base	2	EA							
9.24 End of Roadway Marker Sign, Post and Post Base	2	EA							
9.23 Stop Signs, Post and Post Base	2	EA							
9.22 Speed Limit Sign, Post and Post Base	3	EA							
9.21 Street Name Sign, Post and Post Base	1	EA							
9.20 Crosswalk Striping	1	EA							
9.19 White Lane Striping	1	EA							
9.18 Centerline Striping	1	LS							
9.17 Asphalt Patchwork	75	SY							
9.16 2" Thk Asphalt Pavement Top Special Mat on G Road	0	SY							
9.15 4" Thk Asphalt Pavement (Private)	1312	SY							
9.14 4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	1862	SY							
9.13 6" Thk Asphalt Pavement & 2" Mill Areas (G Road)	1909	SY							
9.12 TACK COAT	5083	SY							
9.11 6" Class VI ABC Shoulders	926	SY							
9.10 9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	1533	SY							
9.09 11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	2130	SY							
9.08 13" Thk Class VI ABC Under Roadways/Concrete Curbs (G Rd)	2409	SY							
9.07 24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	2130	SY							
9.06 24" Class III / Pit Run Under Roadways/Concrete Curbs (G Road)	2409	SY							
9.05 Geogrid (Tensar BX1200 or Equal)	3000	SY							
9.04 ADA Curb Ramp & Mat	11	EA							
9.03 8" Concrete Fillet, Including 6" Min. Class VI ABC	335	SY							
9.02 4" Concrete, Including 6" Min. Class VI ABC	1619	SY							
9.01 1'-6" Curb and Gutter	2288	LF							
0.0 STREETS			\$	194,258	\$	269,432	\$	(75,174)	1
old madima	1 1 10	,,,,,,,,							510
8.07 SEEDING 8.08 MULCHING	5 5	ACRE ACRE							
8.06 DUST ABATEMENT	1	LS							
8.05 EROSION CONTROL SUPERVISOR	1	LS							
8.04 INLET / OUTLET PROTECTION	5	EA							
8.03 CONCRETE WASH OUT	2	EA							
8.02 EROSION LOGS	500	LF FA							
8.01 VEHCLE TRACK PAD	1	EA							
3.0 EROSION / SEDIMENTATION CONTROL			\$	29,350	\$	20,340	\$	9,010	1)
									A
7.02 UTILITY TRENCHING / BACKFILL	4400	LF							
7.01 4" PVC SLEEVES	500	LF	•	10,500	•	/		(0.,020)	
.0 DRY UTILITIES			\$	16,900	4	51,215	4	(34,315)	
6.06 Tracer Wire	1455	LF							-

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

	ESCR		Community I				DIA NOT	RECORDED: A RECORDED: 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 Amo	ount								
		\$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
Disburseme									
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
									\$0.00
									\$0.00
									\$0.00
	-								\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
Total									\$0.00
Disbursed		\$170,276.00	\$40,783.00	(\$109,489.00)	\$82,111.00	(\$4,702.00)	\$23,488.00	\$0.00	\$202,467.00
Remaining Balance		\$108,804.00	\$139,194.00	\$320,647.22	\$127,358.33	\$43,576.63	\$13,012.00	\$191,011.84	\$943,604.02
orevious payr Signature:	ments, t	of the Developer	nity Development for work comple	Department her	reby authorizes t	he Escrow Agen	cy to release up	to \$202,467.00, i	ncluding all
radiilo.		A. II.				Tiuo.	City Developine	it Lighton	

10.	spitar	, for work at, accomplished
(owner)		for work at, for work at, accomplished, accomplished
through the date of 1/3	31/13 by (S	Mountain Valley Contracting as follows or attach an itemized list. Subcontractor)
from OWNERS on according to the second secon	unt of Work done und ntain Valley Contr nt Number1 vered by this Application	
Dated January 29	, 20 13	Mountain Valley Contracting (subcontractor)
		By: Gods B. Dais
		Title: Project Manager
		Community Health & Wellness Subdivision
Per paragraph 2(a) of the	disbursement agreeme	ent for (Project), the signatures below certify that all
		have been incurred in connection with the construction of the improvements on the
		ials supplied are in accordance with the plans and specifications submitted to and
approved by the City; the	at the work has been p	performed in a workmanlike manner; that no funds are being requested for work not
completed, nor for materi	ial not installed; the Pi	roject Engineer has inspected the improvements for which payment is requested; and
		accordance with all terms, specifications and conditions of the approved plans.
	ontract Documents and	MMENDATION: This Application (with any accompanying documentation) meets I payment of the above Current Payment Due is recommended.
he requirements of the Co	ontract Documents and	payment of the above Current Payment Due is recommended. Name:
	ontract Documents and	I payment of the above Current Payment Due is recommended.
Dated 1/30	ontract Documents and, 20_13	payment of the above Current Payment Due is recommended. Name:
Dated 1/30 CITY OF GRAND JUNC equirements of the Developments	ontract Documents and, 20, TION RECOMMEND opment Improvements	PATIONS: This Application (with accompanying documentation) meets the Agreement and payment of the above Current Payment Due is recommended.
Dated 1/30 CITY OF GRAND JUNC Equirements of the Developments	ontract Documents and, 20, TION RECOMMEND opment Improvements	PATIONS: This Application (with accompanying documentation) meets the Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTION
Dated 1/30 CITY OF GRAND JUNC equirements of the Developments	ontract Documents and, 20, TION RECOMMEND opment Improvements	PATIONS: This Application (with accompanying documentation) meets the Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTION
Dated 1/30 CITY OF GRAND JUNC equirements of the Developments	ontract Documents and, 20, TION RECOMMEND opment Improvements	DATIONS: This Application (with accompanying documentation) meets the Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTION By:
city OF GRAND JUNC equirements of the Development of the Control of th	ontract Documents and, 20	PATIONS: This Application (with accompanying documentation) meets the Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTION
he requirements of the Control of the Control of Grand Junc control of the Development of the Control of	ontract Documents and	DATIONS: This Application (with accompanying documentation) meets the Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTION By: Title: CITY DEVELOPMENT ENGINEER
Dated 1/30 CITY OF GRAND JUNC equirements of the Development of the D	ontract Documents and	DATIONS: This Application (with accompanying documentation) meets the Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTION By: Title: CITY DEVELOPMENT ENGINEER accompanying documentation) is accepted and payment of the above Current Payment

- 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: 20% CITY SECURITY: TOTAL DIA AMOUNT: \$ 955,059

\$ 191,012 \$ 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
								- TO HE TO 1
								-
								•
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

Project: Contractor: Pay Estimate Number:	Community Hos Mountain Valley 001			46	Date:	25-Jan-	13
Pay Period:	1/1/2013	to	1/31/2013				
Original Contract	Amount:				\$		779,629.43 18,305.70
Current Contr	act Total:				\$ \$ \$		797,935.13
Earnings:							
Previous Amount	Earned				\$		
Amount Earned Th					\$		27,036.50
Total Earned	To Date:				\$ \$ \$		27,036.50
Less Retainag		10%			\$		2,703.65
Less Previous					\$ \$ \$		•
Current A	Amount Due:				\$		24,332.85
		Change	Order Summ				OFFIG.
Change Orders Approved By Owne		Previous	Change Orders		Additions -	De \$	ductions -
	Approved This Mont			<u> </u>			
Number:	pp.ocos como incomo	THE RESERVE	Approved:				
COR-246-001			5/2013	\$	21,725.70	\$	(3,420.00)
			Totals:	\$	21,725.70	\$	(3,420.00)
	Net Cha	nae By C	hange Orders:				18,305.70
This Certificate of Paymonth The undersigned Contract under this contract have with the Work and that the Contract Documents Contractor:	ctor certifies that been applied by he Work covered	t all previo the under d by this C	us progress par signed to disch ertificate of Pay	yments arge all	received from Cobligations incu	rred in co	onnection
Contractor:	Nountain valle	Contracti	ng, inc.				, ,
Certified By:	Jacob Davis			Project	Manager		1/25/13 Date

PROJECT: Community Hospital Infrastrusture - 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		QUANTITY	UNIT BID		OTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
.0 DEMOLITION / REI											
1.01		Clear & Grub	LS	1 5	9,725.00	\$	9,725.00	1.0 \$	9,725.00	1.0	9,725.6
1.02		Strip Topsoil / Organics	LS	1 \$	5,350.00		5,350.00	1.0 \$	5,350.00	1.0	5,350.0
EARTHWORK								s			
2.01		Earthwork Cut/Fill	LS	1 \$	7,500.00		7,500.00	1.0 \$	7,500.00	1.0	7,500.
2.02		Detention Pond Cut/Fill	LS	1 \$	16,085.00		16,085.00	\$			
2.03		Subgrade Preparation / Fine Grade for Streets	LS LS	1 \$		5	2,470.00	0.25 \$	617.50	0.3	617
2.04 2.05		Subgrade Prep/Fine Grade for Walks Subgrade Stabilization	CY	200 \$	7,020.00 12.00		7,020.00	3			
2.06		Flow Fill Backfill	CY	50 \$	54.50		2,725.00	5			
SANITARY SEWER								\$			\$
3.01		10° SEWER PIPE (SDR 26 PVC)	LF	4622 \$	12.50	\$	57,775.00	\$	-		\$
3.02		8" SEWER PIPE	LF	252 \$		\$	2,671.20	\$	27		
3.03		6" SEWER PIPE	LF	233 \$		\$	3,541.60	P	•		
3.04 3.05		4-FT DIA SANITARY MANHOLES CONNECTION TO EXISTING MANHOLE	EA LS	16 \$ 1 \$	1,530.00 495.00		24,480.00 495.00		•		
3.06		FLOWABLE FILL	CY	30 \$		S	1,635.00				
3.07		DE-WATERING TRENCH	LS	1 \$	1,000.00		1,000.00	Š			s
3.08		GRANULAR STABILIZATION (1/2 Total Length of 10")	TON	1156 \$	8.00		9,248.00	5			5
3.09		IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	TON	1156 \$	3.50	5	4,046.00	\$			5
3.10		TRAFFIC CONTROL	LS	1 \$	1,075.00		1,075.00	S .	•		
3.11		CDOT PERMITTING	LS	1 \$	225.00		225.00	S		7 - 1 - 1	5
3.12 3.13		LANDSCAPE/ IRRIGATION REPAIRS CONCRETE ENCASEMENT	LS	1 \$ 50 \$	500.00 42.25		500.00 2,112.50	\$			\$
WATER											5
4.01		10" WATER MAIN	LF	1651 \$	19.90	s	32.854.90	S			\$
4.02		8" WATER MAIN	LF	1362 \$		s	19,749.00	š			\$
4.03		6" WATER MAIN	LF	420 \$	13.25	\$	5,585.00	\$			5
4.04		10" WATER VALVES	EA	7 \$	2,075.00	5	14,525.00	\$			5
4.05		8" WATER VALVES	EA	8 \$	1,345.00	5	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	\$			5
4.08		Cap Water Service Line At Main (G Road)	LS	1 \$	1,365.00		1,365.00				5
4.09		CONNECTION TO MAIN LINES IN G ROAD	EA	2 \$	575.00		1,150.00	S			i .
4.10 4.11		FLOW FILL DISSINFECTION / FLUSHING / TESTING	CY LS	30 \$ 1 \$	54.50 1,000.00		1,635.00	s s			s
O STORMWATER SY	CYCLE							S .			
5.01	2 I EIAI	18" PIPE	LF	283 S	28.75		8.136.25			Left.	
5.02		24 PIPE	LF	779 \$	41.25		32,133.75				\$
5.03		30" PIPE	LF	21 \$	69.00		1,449.00		Control Control 1		Š
5.04		24"X38" Ellipical RCP	LF	39 \$	105.00		4,095.00	\$			\$
5.05		4Z 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	•		
5.13 5.14		Single Inlet Double Inlet	EA EA	1 \$ 1 \$	1,865.00 3,680.00		1,865.00 3,680.00				
5.16		CDOT Type R	EA	1 \$	4,550.00		4,550.00	i			ś
IRRIGATION & LAN	NDSCAPE							\$			\$ \$
6.01		8" Irrigation Pipe - Class 160	LF	1000 \$	9.85	5	9,850.00	S			5
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	\$	4		\$

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



ESTIMATE #1 PERIOD ENDING 25-Jan-13

ITEM#	REF#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID		AL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE		OUNT DATE
6,05		8" Gate Valves	EA	3 \$			4,575.00	\$		\$		
6.06		Tracer Wire	LF	1455 \$	0.25	S	363.75	\$		5		
7.0 DRY UTILITIES								\$		3		
7.01		4" PVC SLEEVES	LF	500 S	2.20	5	1,100.00	5		\$		-
7.02		UTILITY TRENCHING / BACKFILL	LF	5000 S			2,500.00			5		_
			UF	12,000 \$		020	6,400.00					
7.03		4" ELECTRICAL CONDUIT			2.20	0614 110400	ACTOR CONTROL OF THE PARTY OF T			1		
7.04		4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	EA	30 \$	40.50	\$	1,215.00	\$		3		
B.O EROSION / SEDIM	ENTATIO	N CONTROL						5		5		-
8.01		VEHICLE TRACK PAD	EA	1 \$	1,335.00	5	1,335.00	1.00 \$	1,335.00	1.0 \$	1	1,335.00
8.02		EROSION LOGS	LF	500 \$	2.10	5	1,050.00	\$		\$		•
8.03		CONCRETE WASH OUT	EA	2 \$	335.00	\$	670.00	S		S		-
8.04		INLET / OUTLET PROTECTION	EA	5 \$	56.00	\$	280.00	\$		\$		•
8.05		EROSION CONTROL SUPERVISOR	LS	1 5	2,080.00	5	2,080.00	0.20 \$	416.00	0.2 \$		416.00
8.06		DUST ABATEMENT	LS	1 \$	1,000.00		1,000.00	S		S .		-
8.07		SEEDING	ACRE	5 \$	1,470.00	\$	7,350.00	\$		\$		•
8.08		MULCHING	ACRE	5 \$	1,315.00	\$ (6,575.00	\$	•	S		•
100								•		5		•
9.0 STREETS			-					S		3		•
9.01		1'-6" Curb and Gutter	LF SY	2288 \$ 1619 \$			9,448.00	3				•
9.02		4" Concrete, Including 6" Min. Class VI ABC					8,570.00					•
9.03		8" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335 \$			1,942.50			•		•
9.04		ADA Curb Ramp & Mat	EA	11 \$	1,020.00					:		-
9.05		Geogrid (Tensar BX1200 or Equal)	SY	3000 \$	6.45		9,350.00			:		-
9.07		24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130 \$ 2130 \$			4,612.50			:		- *
9.09		11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	1533 \$	10.10		1,513.00	3				
9.10		9" Thic Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	926 \$	8.10		2,417.30					
9.11		6" Class VI ABC Shoulders	SY	3174 \$			4,861.50					
9.12		TACK COAT	SY	1862 \$	0.32		1,015.68 0,964.00					
9.14 9.15		4-1/2" This Asphalt Pavement (23-3/4 Rd)	SY	1312 \$	22.00 20.75		7.224.00					
9.15		4" Thk Asphalt Pavement (Private)	SY	75 \$	38.85		2.913.75		Article Feel			
9.17		Asphalt Patchwork Centerline Striping	LS	1 \$	300.00		300.00					
9.19			EA	1 \$		Š	600.00					
9.20		White Lane Striping Crosswalk Striping	EA	1 \$	1,050.00		1,050.00					
9.21			EA	1 \$	115.00		115.00					
9.21		Street Name Sign, Post and Post Base 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 \$		Š	230.00					
9.25		No Oulet Sign, Post and Post Base	EA	2 \$	165.00		330.00	Š		Š		
5.23		No other cign, rack and rock base			100.00		000.00					-
10.0 GENERAL CONDI	TIONS							\$				
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 \$	372.	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		Mobifization	LS	1.5	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	S				-
						10		\$				
								5				

PROJECT: Community Hospital Infrastrusture - 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	1	AMOUNT FO DATE
							*********	E## 66 # 2 2 2 2 2 2 4 6 6 6 7 2 2 2 4 6 E 2	250 202222020000	: 11321	*****
		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	\$ 10,706.50		s		\$	
		Remove trigation Line Along 23 3/4	LF	480 \$	11.00	5,280.00		\$		S	
		Deletion of 8" Valve	EA	1 \$	(1,345.00)			\$		S	
		Deletion of 10" Valve	EA	1 \$	(2,075.00)			5		5	
		Installation of Additional 8™ Stubs on MH 8-10	LS	1 \$	2,000.00	2,000.00		\$	•	\$	
				CHANGE	ORDER TOTAL ===	18,305.70		•		\$	
				NEW CON	TRACT 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:

- 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 \(^3\) 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 3/4 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

REQUEST FOR DISBURSEMENT AND APPL	LICATION FOR PAYMENT NO. THISE (3)
To: Community Hospital , for w	vork atCommunity Health & Wellness Subdivision accomplished (Project)
(owner)	(Project)
through the date of 2/28/13 by Mounta (Subcontractor	in Valley Contracting as follows or attach an itemized list.
from OWNERS on account of Work done under the Work obligations of Mountain Valley Contracting Application For Payment Number 3 inclusive; Al	ontracting (subcontractor) certifies that all progress payments received Agreement referred to above have been applied to discharge in full all (subcontractor) incurred in connection with the Work covered by this ND title to all materials and equipment incorporated in said Work or ent will pass to OWNERS at time of final acceptance of project free and is.
Dated February 28 , 2013	Mountain Valley Contracting (subcontractor)
	By: Jah B. Di
Per paragraph 2(a) of the disbursement agreement for costs for which the advance is being requested have been in Property; that all work performed and materials supplied approved by the City; that the work has been performed in completed, nor for material not installed; the Project Engine that such improvements have been completed in accordance with the project and the project Engine that such improvements have been completed in accordance with the project and the project Engine that such improvements have been completed in accordance with the project and the project Engine that such improvements have been completed in accordance with the project Engine that such improvements have been completed in accordance with the project Engine that th	Title: Project Manager Inty Health & Wellness Subdivision (Project), the signatures below certify that all neurred in connection with the construction of the improvements on the are in accordance with the plans and specifications submitted to and a workmanlike manner; that no funds are being requested for work not the rain inspected the improvements for which payment is requested; and with all terms, specifications and conditions of the approved plans. ON: This Application (with any accompanying documentation) meets the above Current Payment Due is recommended. Name: Austra Civil Group, we have a substituted to an and the substituted to an any submitted to an accompanying documentation) meets the above Current Payment Due is recommended. Name: Austra Civil Group, we have a substituted to an accompanying documentation of the approved plans.
	ais Application (with accompanying documentation) meets the and payment of the above Current Payment Due is recommended.
Dated APRIL 8 ,20/3	CITY OF GRAND JUNCTION By: Title: CITY DEVELOPMENT ENGINEER
OWNER'S Acceptance: This application (with accompanying Due is recommended.	documentation) is accepted and payment of the above Current Payment
Dated, 20	Сотрапу:
	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

			DISBU	RSEMENT I	LOG AND A	UTHORIZA	TION		
			Community Hos Community Hos Alpine Bank		ness Sub. (S	SU-2012-420)		RECORDED: A RECORDED: _ Book Page	<u>x</u>
DATE	вү	A) Sanitary Sewer	B) Domestic Water	C) Streets & Bridges	D) Grading & Drainage	E) Landscape & Irrigation	F) Misc. Items	City Security (20%)	TOTAL
Original Amo	unt								
		\$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
Disbursemer	_	0.470.070.00		10.00.100.00		(24 - 22 - 22)			
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 3-Apr-13	ewh ewh	\$108.00	\$119,609.00		\$24,944.00 \$8,768.00		\$2,093.00		\$27,037.00
2-Vhi-12	GWII	\$105.00	\$119,009.00		\$6,700.00				\$128,485.00 \$0.00
									\$0.00
									\$0.00
		W 8							\$0.00
									\$0.00
									\$0.00
									\$0.00
4		***************************************							\$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 G previous payr Signature: Name:	ments, t	o the Developer	nity Development	t Department her ted on the Projec	reby authorizes t	Date:	1/1	,	including all

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

PROJECT:

Community Health & Wellness Plaza Subdivision

DEVELOPER:

Community Hospital

ESCROW AGENCY:

Alpine Bank

CONSTRUCTION COSTS:

\$

20% CITY SECURITY:

955,059

\$ 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



Certificate For Payment

Project: Contractor: Pay Estimate Number: Pay Period:	Mountain Vall		strusture - 12.2 ng, Inc. 2/28/2013	46	Date:	27-F	eb-13
Original Contract	Amount:				\$ \$		779,629.43
Change Orders:					\$		17,735.70
Current Contr	act Total:				\$		797,365.13
Earnings: Previous Amount Amount Earned Ti Total Earned	nis Period:				\$ \$ \$		27,036.50 166,764.10 193,800.60
Less Retainag	1e:	10%			\$		19,380.06
Less Previous			-		\$	-	24,332.85
	mount Due:				\$ \$		150,087.69
		Change	Order Summa	ary			
Change Orders Approved By Owne				_	Additions		Deductions
			hange Orders	\$	20,275.70	\$	(3,420.00)
	Approved This Mo			_			
Number:			pproved:		000.00		
Change Order 2		. 2/20	S/2013	\$	880.00		
			Totals:	\$	21,155.70	\$	(3,420.00)
	Net Ch	ange By Ch	ange Orders:	\$		n 0	17,735.70
This Certificate of Payme The undersigned Contract Inder this contract have with the Work and that the Contract Documents Contractor: Certified By:	ctor certifies the been applied be ne Work covered	at all previou by the unders ad by this Ce	is progress paysigned to dischartificate of Paysing, Inc.	rment: arge a ment i	s received from C ill obligations incu nas been complet	rred i	n connection
	Jacob Davis			LLOJe	ct Manager		Date



ESTIMATE #2 PERIOD ENDING 28-Feb-13

				MOUNTAIN	VALLET CONTRACTING					Companies and the companies of the compa	
ITEM#	REF#	ITEM DESCRIPTION		QUANTITY	UNIT BID			QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
						322			***************************************		
1.0 DEMOLITION /						_					
1.01		Clear & Grub	LS LS	1 S 1 S	9,725.00 5,350.00		9,725.00 5,350.00	\$		1.0 1 1.0 1	
1.02		Strip Topsoil / Organics	Lo	1.4	5,350.00	*	0,330.00	•		1,0 ,	E
2 o Catronialony											
2.0 EARTHWORK 2.01		Earthwork Cut/Fill	LS	1 \$	7,500.00	\$	7,500.00	s	-	1.0	
2.02		Detention Pond Cut/Fill	LS	1 \$	16,085.00		16,085.00	š			
2.03		Subgrade Preparation / Fine Grade for Streets	L\$	1 \$	2,470.00	5	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	100	2,400.00	3			н.
2.06		Flow Fill Backfill	CY	50 \$	54.50	\$	2,725.00	3	-		*
3.0 SANITARY SEWI	ER									j	
3.01		10" SEWER PIPE (SDR 26 PVC)	LF	4522 S	12.50	5	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 \$		75.0	
3.03		6" SEWER PIPE	LF	233 \$	15.20		3,541.60	28.00 \$		28.0	425.60
3,04		4-FT DIA SANITARY MANHOLES	EA	16 \$	1,530.00			3			
3.05		CONNECTION TO EXISTING MANHOLE FLOWABLE FILL	LS	1 \$ 30 \$	495.00 54.50		495.00 1.635.00		-		
3.07		DE-WATERING TRENCH	LS	1 \$	1,000.00	5-66	1,000.00				- 20
3.08		GRANULAR STABILIZATION (1/2 Total Length of 10")	TON	1156 \$	8.00		9,248 00		1		
3.09		IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	TON	1156 \$	3.50		4,046,00	1	-		5 -
3,10	1	TRAFFIC CONTROL	LS	1 \$			1,075.00	0.10 \$	107,50	0.1	\$ 107.50
3.11		CDOT PERMITTING	LS	1 \$			225.00				
3.12		LANDSCAPE/IRRIGATION REPAIRS	LS	1 \$			500.00				
3.13		CONCRETE ENCASEMENT	LP.	50 \$	42.25	\$	2,112.50		-		s -
4.0 WATER											s -
4.01		10" WATER MAIN	LF	1661 \$			32,854.90	1635.00			\$ 32,536.50
4.02		8" WATER MAIN	LF	1362 \$			19,749.00	1380.00		1,380.0	
4.03		6" WATER MAIN	EA	420 \$ 7 \$			5,565.00	153.00		153.0 7.0	Sec. Sec. Sec. Sec. Sec. Sec. Sec. Sec.
4.04		10" WATER VALVES	EA					7.00	and the second s	8.0	
4.09		8" WATER VALVES	EA	8 \$ 13 \$				8.00		13.0	
4.06		6" WATER VALVES	EA	-				13.00			-
4.07		FIRE HYDRANTS	LS	9 S 1 S					29,995,00	7.0	\$ 29,995.00 \$ -
4.00		Cap Water Service Line At Main (G Road) CONNECTION TO MAIN LINES IN G ROAD	EA	2 \$			1,150.00		The second second		\$ 1,150.00
4.10		FLOW FILL	CY	30 S			1,635.00		š -		\$ -
4.11		DISSINFECTION / FLUSHING / TESTING	LS	1.5							s -
											s -
5.0 STORMWATER											\$ -
5.01		18" PIPE	LF	283 5			8,136.25		-		\$ -
5.02		24° PIPE	LF	779 \$ 21 \$			32,133.75				\$ - \$ -
5.03 5.04		30" PIPE 24"X38" Efficial RCP	LF	39 5			4,095.00				. .
5.00		42" PIPE	LF	93 \$					· ·		\$ -
5.0		18° FES	EA	1 \$			315.00		5 -		s -
5.00		42" FES	EA	1 5		\$			\$		\$
5.10		4'-DIA MANHOLE (For Max 18" Pipe)	EA	3 5					-		\$ -
5.1		5" DIA MANHOLE (21"-30" Pipe)	EA	3 \$					\$ -		\$ -
5.13	3	Single Inlet	EA	1 \$	1,865.00	\$	1,865.00		s -		s -



ESTIMATE #2 PERIOD ENDING 28-Feb-13

ITEM#	REF#	ITEM DESCRIPTION	UNIT	QUANTITY		UNIT BID	TI	OTAL BID	QUANTITY THIS PERIOD	AMOUNT	TOTAL TO DATE	AMOUNT TO DATE
				100								
	14	Double Inlet	EA		\$		\$	3,680.00		S -		
5.	16	CDOT Type R	EA	1	\$	4,550.00	\$	4,550.00		\$ -	1	8
6.0 IRRIGATION	LIANDSCAD	c										
	N LIGHTUSCAP 01	8" Imigation Pipe - Class 160	LF	1000		9,85		9,850.00	355.00	3,496,75	255.0	
	02	10" Imigation Pipe - Class 160	LF	1455		13.25		19,278.75	750.00		355.0 \$ 750.0 \$	
	03	Irrigation Manhole	EA		Š	2,020,00		6.060.00		\$ 0,557.50	100.0	10.4 (10.5)
	04	Air Vac	EA		5	1,150.00		3,450.00		Š -		
6.	05	8" Gate Valves	EA		S	1,525.00		4,575.00		s -		
6.	06	Tracer Wire	LF	1455	5	0.25		363.75		\$ -		-
											1	
7.0 DRY UTILITIES											:	
	01	4" PVC SLEEVES	LF	500	\$	2.20	5	1,100.00		\$ -	1	-
7.	02	UTILITY TRENCHING / BACKFILL	LF	5000	S	4.50	\$	22,500.00	9	s -	:	-
7.	03	4" ELECTRICAL CONDUIT	LF	12,000	5	2.20	5	26,400.00		s -		-
7.	04	4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	EA	30	5	40.50	5	1,215.00		s -		4.8
8.0 EROSION / SE	DIMENTATI	ON CONTROL										-
	01	VEHICLE TRACK PAD	EA	1	S	1,335.00	\$	1,335.00		5 -	1.0	1,335.00
100	02	EROSION LOGS	LF	500	5	2.10	\$	1,050.00		\$ -		COA BOOK CO. CO. CO.
	03	CONCRETE WASH OUT	EA		\$	335,00		670.00		s -		-
	04	INLET / OUTLET PROTECTION	EA		\$	56.00		280.00	9	s -		Annual Control of the
	05	EROSION CONTROL SUPERVISOR	LS		S	2,080.00		2,080.00	0.20	\$ 416,00	0.4	
	06 07	DUST ABATEMENT	LS		\$	1,000.00		1,000.00		s -		
	07 08	SEEDING MULCHING	ACRE		\$	1,470.00		7,350.00		.		
0.	Vo	MULCHING	ACRE	5	5	1,315.00	5	6,575.00		s -		*
9.0 STREETS											3	-
	01	1'-6" Curb and Gutter	LF	2288		0.50		40 440 00				•
	02	4" Concrete, Including 6" Min. Class VI ABC	SY	1619		8.50	5	19,448.00 48,570.00		\$ - 2		-
	03	8" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335	1 NE	30.00 65,50				s -		
	04	ADA Curb Ramp & Mat	EA	11				11,220.00			,	
	05	Geogrid (Tensar BX1200 or Equal)	SY	3000		6.45		19,350.00	3		,	
	07	24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130		16.25		34,612.50		5 -		
9.	09	11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	3) 1053)			21,513.00		\$ -		
9.	10	9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1533	5	8.10	\$	12,417.30		5 -		-
	11	6" Class VI ABC Shoulders	SY	926		5.25	\$	4,861.50		s -		
	12	TACK COAT	SY	3174		0.32		1,015.68		\$ -	,	i ×
	14	4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	SY	1862		22.00				\$ -	Į.	
	15	4" Thk Asphalt Pavement (Private)	SY	1312		20.75		27,224,00		\$ -		-
	17 18	Asphalt Petchwork	SY	75		38.85		2,913.75		S -		-
	19	Centerline Striping White Lane Striping	LS		\$	300.00 600.00		300.00		5 -		
	20	Crosswalk Striping	EA		S	1,050,00		500.00 1,050.00		-		
	21	Street Name Sign, Post and Post Base	EA		3	115.00		115.00				
	22	Speed Limit Sign, Post and Post Base	EA		S	145.00		435.00				
	23	Stop Signs, Post and Post Base	EA	10-0	. 5	160.00		320.00				
9	24	End of Roadway Marker Sign, Post and Post Base	EA		. 5	115.00		230.00		s -		
9	25	No Oulet Sign, Post and Post Base	EA		5	165,00		330.00		s -		
10.0 GENERAL CO												
10		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	i 1	BY OWNER						



ESTIMATE #2 PERIOD ENDING 28-Feb-13

ITEM#	REF#	ITEM DESCRIPTION	UNIT	QUANTITY		UNIT BID	T	OTAL BID	QUANTITY THIS PERIOD	DUE	DATE		AMOUNT TO DATE
			-HPPU		-								
10.03		Traffic Control	LS	1		See Item 3.10							
10.04		COOT 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	D.4	\$	416.00
10.07		Mobilization	LS	1	\$	3,885.00	5	3,885.00	0.20 \$	777.00	0.4	\$	1,554.00
10.08		Sanitary Facilities	L\$	1	\$	475.00	\$	475.00	0.20 \$	95.00	0.4	5	190.00
10.09		Contractor As-Built Drawings	LS	1	\$	840.00	\$	840 00	5	-		\$	-
					1	GRAND TOTAL ===>	\$	779,629.43	\$	165,179.10		s	192,215.60



ESTIMATE #2 PERIOD ENDING 28-Feb-13

	ITEM#	REF#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	25.0		QUANTITY THIS PERIOD	DUE	DATE	1	AMOUNT TO DATE
-			CHANGE ORDER: COR-246-001 (1-15-13)								CHARLES IN S	1802	
			Additional Asphalt - 1/2" (Private Drive)	SY	1312 \$		\$	3,739.20	\$	-		\$	-
			Additional Asphalt - 1" (23 3/4 Road)	SY	1862 \$	5.75	5	10,706.50	\$		455.0	\$	
			Remove Irrigation Line Along 23 3/4 Deletion of 8" Valve	LF EA	480 S	11.00 (1,345.00)		5,280.00 (1,345.00)	455,00 \$ 1.00 \$	5,005,00 (1,345.00)	455.0 1.0	\$	5,005.00 (1,345.00)
			Deletion of 10" Valve Installation of Additional 6" Stubs on MH B-10	EA LS	1 5	(2,075.00)		(2,075.00)	1.00 \$	(2,075.00)	1.0	\$	(2,075.00)
			4										
					CHAN	GE ORDER TOTAL ===	\$	18,305.70	S	1,585.00		\$	1,585.00
					NEW C	ONTRACT 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 <u>02-28-13</u> 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 walver.

Date: 4-1-13	Supplier: Mountain Valley Contracting, Inc.
	By: Jab B. Dai
	Jacob Davis
	Printed Name
	Title: Project Manager
	Officer of the Company
Sworn this date ofApvil	_ 2011 13
County of M. Sa / State of	Colovado
Notary: Mali	
My Commission Expires: 7/6/16	TRACY M.COLLIER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20004018181 MY COMMISSION EXPIRES TULY 6, 2016

To: Community Hospital	, for work at
(owner)	(Project)
hrough the date of 3/31/13 by_	Mountain Valley Contracting as follows or attach an itemized list.
	(Subcontractor)
from OWNERS on account of Work done un obligations of Mountain Valley Cont Application For Payment Number 4	
Dated March 31 , 2013	Mountain Valley Contracting (subcontractor)
	By: Oak B.Das
	Title: Project Manager
	Community Health & Wellness Subdivision
or paragraph 2(a) of the disbursement agreem	
	performed in a workmanlike manner, that no funds are being requested for work not
nat such improvements have been completed in ROJECT ENGINEER / MANAGER'S RECO	Project Engineer has inspected the improvements for which payment is requested; and accordance with all terms, specifications and conditions of the approved plans. OMMENDATION: This Application (with any accompanying documentation) meets and payment of the above Current Payment Dic is recommended.
hat such improvements have been completed in PROJECT ENGINEER / MANAGER'S RECO the requirements of the Contract Documents an	DMMENDATION: This Application (with any accompanying documentation) meets and payment of the above Current Payment Dic is recommended.
hat such improvements have been completed in PROJECT ENGINEER / MANAGER'S RECO the requirements of the Contract Documents an	n accordance with all terms, specifications and conditions of the approved plans. DMMENDATION: This Application (with any accompanying documentation) meets
PROJECT ENGINEER / MANAGER'S RECOME requirements of the Contract Documents and APPLL 16, 2013	DMMENDATION: This Application (with any accompanying documentation) meets and payment of the above Current Payment Die is recommended. Name:
hat such improvements have been completed in PROJECT ENGINEER / MANAGER'S RECORD requirements of the Contract Documents and APPLL Letter 2013	DMMENDATION: This Application (with any accompanying documentation) meets and payment of the above Current Payment Die is recommended. Name: By: MARK AUSTIN AUSTIN GIVIL GROW DATIONS: This Application (with accompanying documentation) meets the
PROJECT ENGINEER / MANAGER'S RECOME requirements of the Contract Documents and APPLL L. , 2013 Outed APPLL L. , 2013 CITY OF GRAND JUNCTION RECOMMENT requirements of the Development Improvement	DATIONS: This Application (with accompanying documentation) meets By: MARK AUSTIN AUSTIN CIVIL GROW DATIONS: This Application (with accompanying documentation) meets the same of the above Current Payment Die is recommended. By: MARK AUSTIN AUSTIN GIVIL GROW DATIONS: This Application (with accompanying documentation) meets the ts Agreement and payment of the above Current Payment Due is recommended.
PROJECT ENGINEER / MANAGER'S RECOME requirements of the Contract Documents and APPLL L. , 2013 Outed APPLL L. , 2013 CITY OF GRAND JUNCTION RECOMMENT requirements of the Development Improvement	DATIONS: This Application (with accompanying documentation) meets by: MARK AUSTIN AUSTIN DATIONS: The Application (with accompanying documentation) meets the document of the above Current Payment Die is recommended. By: MARK AUSTIN AUSTIN DATIONS: This Application (with accompanying documentation) meets the ts Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNE 1007
PROJECT ENGINEER / MANAGER'S RECOME requirements of the Contract Documents and APPLL 16, 2013 Outed APPLL 16, 2013 CITY OF GRAND JUNCTION RECOMMENT requirements of the Development Improvement and MAY 21, 2013 Outed MAY 21, 2013	DATIONS: This Application (with accompanying documentation) meets By: MARK AUSTIN AUSTIN CIVIL GROW DATIONS: This Application (with accompanying documentation) meets the ts Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTON By: Mark Division (with accompanying documentation) meets the ts Agreement and payment of the above Current Payment Due is recommended.
hat such improvements have been completed in PROJECT ENGINEER / MANAGER'S RECORD the requirements of the Contract Documents and Dated APPL 16, 2013 CITY OF GRAND JUNCTION RECOMMENT Equirements of the Development Improvement Dated MAY 21, 2013	DATIONS: This Application (with accompanying documentation) meets By: MARY AUSTIN AUSTIN CIVIL GROW DATIONS: This Application (with accompanying documentation) meets the tabove Current Payment Dic is recommended. By: MARY AUSTIN AUSTIN GIVIL GROW DATIONS: This Application (with accompanying documentation) meets the tabove Current Payment Due is recommended. CITY OF GRAND JUNCTON By: Title: Eric Hahn, City Development Eng.
hat such improvements have been completed in PROJECT ENGINEER / MANAGER'S RECORD to requirements of the Contract Documents and Dated APPLL LL, 2013 CITY OF GRAND JUNCTION RECOMMENT Equirements of the Development Improvement Dated MAY 21, 2013 DWNER'S Acceptance: This application (with Due is recommended.	DATIONS: This Application (with accompanying documentation) meets the ts Agreement and payment of the above Current Payment Due is recommended. DATIONS: This Application (with accompanying documentation) meets the ts Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTON By: Title: Exic Hahl, City Development Engage accompanying documentation) is accepted and payment of the above Current Payment

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.

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) **DIA NOT RECORDED: DEVELOPER:** Community Hospital DIA RECORDED: X **ESCROW AGENCY:** Alpine Bank Book -Page -D) Grading & City Security B) Domestic C) Streets & A) Sanitary E) Landscape BY F) Misc. Items Sewer Water & Irrigation (20%)DATE Bridges Drainage 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** \$175,430.00 16-Jan-13 ewh \$170,276.00 \$40,783.00 (\$109,489.00) \$57,167,00 (\$4,702.00)\$21,395.00 \$2,093.00 \$27,037.00 1-Feb-13 \$24,944.00 ewh \$119,609.00 \$128,485.00 3-Apr-13 ewh \$108.00 \$8,768.00 21-May-13 \$143,581.00 \$31,443.00 \$880.00 \$25,547.00 \$83,206.00 \$2,505.00 ewh \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Total Disbursed \$161,272.00 (\$83,942.00) \$174,085.00 \$25,993.00 \$474,533.00 \$201,827.00 \$0.00 (\$4,702.00)Remaining **Balance** \$77,253.00 \$18,705.00 \$295,100,22 \$35,384.33 \$10,507.00 \$191,011.84 \$671,538.02 \$43,576.63 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 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
								E-
								%
Total Disbursed	201,827	161,272	(83,943)	174,085	(4,702)	25,993		474,531
			(2, ,,	(3):/			
Balance	77,254	18,705	295,101	35,385	43,577	10,507		671,540



Certificate For Payment

Project: Contractor: Pay Estimate Number: Pay Period:	Community Ho Mountain Valle 003 3/1/2013			46	Date:	2-A	pr-13
Original Contract	Amount:				\$		779,629.43
Change Orders:					\$ \$ \$		48,551.60
Current Contr	act Total:				\$		828,181.03
Earnings: Previous Amount	Earned				\$		193,800.60
Amount Earned Th					\$ \$ \$		143,580.00
Total Earned					\$		337,380.60
Less Retainag	16.	10%			\$		33,738.06
Less Previous		1070	-		\$		174,420.54
	mount Due:				\$ \$ \$		129,222.00
		Change	Order Summ	arv			
Change Orders Approved By Owne	r	Onlange	order odiffin	l y	Additions		Deductions
onange orders Approved by Owne		Previous (Change Orders	\$	21,155.70	\$	(3,420.00)
	Approved This Mon	th:					
Number:		Date	Approved:		><<		> <
Change Order 3		3/1	2/2013	\$	14,986.10		
Change Order 4		3/1	8/2013	\$	9,587.30		
PENDING CHANGE OF	DERS	Pe	ending	\$	6,242.50		
			Totals:	\$	51,971.60	\$	(3,420.00)
	Net Cha	inge By Ch	nange Orders:	\$			48,551.60
This Certificate of Paymore The undersigned Contract under this contract have with the Work and that the Contract Documents Contractor:	ctor certifies that been applied by ne Work covere	at all previon the under d by this Co	us progress pa signed to disch ertificate of Pay	yment: arge a	s received from C Il obligations incu	rred i	n connection
Certified By:	Jacob Davis		<i>3</i> 1	Proje	ct Manager		4/2/13 Date



	ITEM		REF#	ITEM DESCRIPTION		QUANTITY	UNIT BID		OTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
1.01													
1.02 NiP Togosal / Organics 1.05 NiP Togosal / Organics 1.05 NiP Togosal / Organics 2.06 NiP Togosal / Organics 2.07 Estimovic Curiff	1.0 DEMOLI		MOVAL	Clear & Grub	18	1 \$	9 725 00	\$	9 725 00	\$		1.0	\$ 9.725.00
1													
				Seemand De Princip Indianatement (Co. 1997) The Control of Co. 1997 (Co. 1997) The Control of Co. 1997 (Co. 1997) The Control of Co. 1997 (Co. 1997) The Co. 1997 (Co. 1997) T						\$	-		\$ -
202	2.0 EARTHW	ORK								\$	-		\$ -
203 Subgrade Propriation Fried Grade for Vallexs													
2.04 Subgrade Proprine Grade for Walks										0.30 \$	4,825.50		
2.05 Subgrade Stabilization	ן טן							- 8		\$	-	0.5) 1,111.50 e
Second Flow File Blankfell Cry Second						The second secon				\$	-		φ - \$ -
3.01				Andrew Control of the						\$	-		\$ -
3.01										\$	-		\$ -
	3.0 SANITAR	RY SEWER								\$	-		\$ -
1.00 1.00				NAME OF THE PROPERTY AND ADDRESS OF A PROPERTY OF THE PARTY OF THE PAR						672.00 \$	8,400.00		2
1,004 A-FT DIA SANITARY MANHOLES										\$			
1.05 1.05								- 5		10.00 \$	15 300 00		
1.00						30.153		-8					
SRANULAR STABILIZATION (1/2 Total Length of 10")								- 0		\$	-		\$ -
3.09 MPORTED TRENCH BACKFILL (1/2 Total Length of 10") TON 1166 \$ 3.50 \$ 4,046.00 1883.00 \$ 6,486.50 1,853.00 \$ 6,486.50 1,853.00 \$ 6,486.50 1,853.00 \$ 6,486.50 1,853.00 \$ 6,486.50 1,853.00 \$	A	3.07		DE-WATERING TRENCH	LS	1 \$	1,000.00	\$	1,000.00	\$	-		\$ -
STANFIC CONTROL LS 1 \$ 1,075.00 \$ 1,075.00 0.05 \$ \$57,50 0.0 5 \$ \$645.00 1.0 5 \$ \$ \$ \$ \$ \$ \$ \$ \$										\$	-		\$ -
Second S													
Sample S													
Same												1.0	\$ -
401										\$	-		\$ -
401										\$	-		\$ -
4.02 B'WATER MAIN	4.0 WATER									\$	-		\$ -
4.03 6" WATER MAIN												TO KIND OF THE PARTY OF THE PAR	
4.04 10" WATER VALVES													
4.05 8" WATER VALVES EA 8 \$ 1,345.00 \$ 10,760.00 \$ - 8.0 \$ 10,760.00 \$ 10,760.								8					
## 4.06 6 "WATER VALVES ### HYDRANTS ### 13 \$ 925.00 \$ 12,025.00 \$ - 13.0 \$ 12,025.00 ### 14,08 Cap Water Service Line At Main (G Road) ### 4.08 Cap Water Service Line At Main (G Road) ### 4.09 CONNECTION TO MAIN LINES IN G ROAD ### 4.10 FLOW FILL ### 11 DISSINFECTION / FLUSHING / TESTING ### 15 DISSINFECTION / FLUSHING / TESTING						10 100							
## A.07 FIRE HYDRANTS ## A.08 Cap Water Service Line At Main (G Road)										- 7			51. 51
4.08										\$	-		
## 4.09 CONNECTION TO MAIN LINES IN G ROAD ## 4.09 FLOW FILL ## 4.10 FLOW FILL ## 4.11 DISSINFECTION / FLUSHING / TESTING ## 1.00 LS 1 \$ 1,000.00 \$ 1,										\$	-		
4.11 DISSINFECTION / FLUSHING / TESTING LS 1 \$ 1,000.00 \$ 1,000.00 \$					EA	2 \$	D.,			\$	-	2.0	\$ 1,150.00
S.O STORMWATER SYSTEM		4.10						- 3		\$	-		\$ -
5.01 18" PIPE LF 283 \$ 28.75 \$ 8,136.25 260.00 \$ 7,475.00 260.0 \$ 7,475.00 5.00 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 20.00 \$ 2,400.00		4.11		DISSINFECTION / FLUSHING / TESTING	LS	1 \$	1,000.00	\$	1,000.00	\$	-	1.0	\$ 1,000.00
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 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 1,380.00 20.00 \$ 2,000	E O STORMY	MATED CV	STERA							\$	-		\$ - \$ -
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 5.04 24"X38" Ellipical RCP LF 39 \$ 105.00 \$ 4,095.00 40.00 \$ 4,200.00 40.0 \$ 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 LA 1 \$ 315.00 \$ 315.00 1.00 \$ 315.00 1.0 \$ 315.00 5.08 42" FES LA 1 \$ 2,445.00 \$ 2,445.00 1.00 \$ 2,445.00 1.0 \$ 2,445.00 5.10 \$ 2,445.00 5.10 \$ 2,445.00 5.10 \$ 2,445.00 \$ 2.00 \$ 2,000.00 \$ 2.00 \$ 2	3.0 3 TOKIVIV		3 I LIVI	18" DIDE	16	283 \$	28.75	\$	8 136 25	260.00 \$	7 475 00	260.0	\$ 7.475.00
5.03 30" PIPE						D. 1000000 780					to the second contract of the second contract		
5.04 24"X38" Ellipical RCP	12												
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					LF	39 \$	105.00	\$	4,095.00	40.00 \$	4,200.00		\$ 4,200.00
5.08 42" FES EA 1 \$ 2,445.00 \$ 2,445.00 1.00 \$ 2,445.00 1.0 \$ 2,445.00 5.10 \$ 2,445.00 5.10 \$ 2,445.00 5.10 \$ 2,445.00 5.10 \$ 2,445.00 5.10 \$ 2,445.00 \$ 2,445.00 \$ 2,445.00 \$ 2,000 \$ 2,00 \$ 2,000 \$ 2,00 \$ 2,000 \$ 2,00 \$ 2,000 \$ 2,00 \$ 2,000 \$ 2,00 \$ 2,000 \$ 2,00 \$ 2,000 \$ 2,00 \$ 2,000 \$ 2,00 \$ 2,000 \$ 2,00 \$ 2,000 \$													
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								15					
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													
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				The second secon		200			657				1



ITEM#		REF#	ITEM DESCRIPTION		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	1.00 \$		= ====================================	
ן טן	5.14		CDOT Type R	EA	1 \$	4,550.00	200	TOTAL BOTTOM CONTRACTOR CONTRACTO	1.00 \$		1.0	
			.,,						\$	-	5	-
6.0 IRRIGATION		NDSCAPE					7120		\$	Ħ	\$	
	6.01		8" Irrigation Pipe - Class 160	LF	1000 \$	9.85			\$	-	355.0	
	6.02		10" Irrigation Pipe - Class 160	LF	1455 \$	13.25			\$	-	750.0	9,937.50
	6.03		Irrigation Manhole	EA EA	3 \$ 3 \$	2,020.00 1,150.00			Φ	-		-
	6.04 6.05		Air Vac 8" Gate Valves	EA	3 \$	1,525.00			φ \$	-	Š	-
	6.06		Tracer Wire	LF	1455 \$	0.25			\$	-		-
	0.00		THOSE WITE		,100 \$	0.20	4	000110	\$	-	5	-
7.0 DRY UTIL	ITIES								\$	-	\$	-
	7.01		4" PVC SLEEVES	LF	500 \$	2.20	\$	1,100.00	120.00 \$	264.00	120.0	264.00
IC I	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 \$	2.20	\$	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
									\$		9	-
8.0 EROSION		ENTATIO							\$	-	\$	-
	8.01		VEHICLE TRACK PAD	EA	1 \$	1,335.00			\$	0=	1.0	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	8.02		EROSION LOGS	LF	500 \$	2.10			\$	1.00		r.
	8.03		CONCRETE WASH OUT	EA EA	2 \$ 5 \$	335.00 56.00			\$ \$	_	3	ĸ
וטו	8.04 8.05		INLET / OUTLET PROTECTION EROSION CONTROL SUPERVISOR	LS	5 p 1 \$	2,080.00			0.20 \$		0.6	r.
	8.06		DUST ABATEMENT	LS	1 \$	1,000.00			0.50 \$		0.5	
	8.07		SEEDING	ACRE		1,470.00			\$	-	0.0	\$ -
	8.08		MULCHING	ACRE		1,315.00			\$	/8		-
						0.00 0.000 0			\$.=	:	-
9.0 STREETS									\$		\$	-
	9.01		1'-6" Curb and Gutter	LF	2288 \$	8.50	\$		\$	i e		5 -
	9.02		4" Concrete, Including 6" Min. Class VI ABC	SY	1619 \$	30.00	- 35		\$	i s		-
	9.03		8" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335 \$	65.50	100		\$	i i		-
	9.04		ADA Curb Ramp & Mat	EA	11 \$	1,020.00			\$	1.5		- ·
	9.05		Geogrid (Tensar BX1200 or Equal)	SY	3000 \$ 2130 \$	6.45 16.25			\$ e	-		-
	9.07 9.09		24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130 \$	10.10		CONTRACTOR OF STREET	Φ	-		P -
	9.10		11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd) 9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1533 \$	8.10			\$	_		-
	9.11		6" Class VI ABC Shoulders	SY	926 \$	5.25			\$	-		-
	9.12		TACK COAT	SY	3174 \$	0.32			\$	-	,	\$ -
	9.14		4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	SY	1862 \$	22.00			\$	-		\$ -
	9.15		4" Thk Asphalt Pavement (Private)	SY	1312 \$	20.75	\$		\$		3	\$ -
	9.17		Asphalt Patchwork	SY	75 \$	38.85			\$			-
	9.18		Centerline Striping	LS	1 \$	300.00			\$	-		\$ -
	9.19		White Lane Striping	EA	1 \$	600.00			\$	*		-
	9.20		Crosswalk Striping	EA	1 \$	1,050.00			\$	-		, -
	9.21		Street Name Sign, Post and Post Base	EA EA	1 \$ 3 \$	115.00 145.00			ф Ф	-	3	ρ - \$ -
	9.22 9.23		Speed Limit Sign, Post and Post Base Stop Signs, Post and Post Base	EA	2 \$		- 12		Φ 2		,	· -
	9.23		End of Roadway Marker Sign, Post and Post Base	EA	2 \$		- 73		\$	_		.
	9.25		No Oulet Sign, Post and Post Base	EA	2 \$				\$			\$ -
						100 TO THE RESERVE TO		90570850003030	\$	-		as.
10.0 GENERA	L CONDI	TIONS							\$	-		
	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						



ITE	M #	REF#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	т	OTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
	10.03		Traffic Control	LS	1	See Item 3.10 See Item 3.11						
D	10.04 10.05		CDOT Utility Permitting Stormwater Permitting, Inspections & Reporting	LS LS	1 \$	1,265.00	0.00	1,265.00	0.20 \$	253.00	0.6	\$ 759.00
	10.06 10.07		Project Status Meetings Mobilization	LS LS	1 \$ 1 \$	1,040.00 3,885.00		1,040.00 3,885.00	0.20 \$	208.00	0.6 0.4	\$ 624.00 1,554.00
	10.08 10.09		Sanitary Facilities Contractor As-Built Drawings	LS LS	1 \$ 1 \$	475.00 840.00		475.00 840.00	0.20 \$ 0.20 \$	95.00 168.00	0.6 0.2	\$ 285.00 168.00
			9						\$ \$	-		
						GRAND TOTAL ===>	\$	779,629.43	\$	135,302.50		\$ 332,113.25



	MOUNTAIN VALLEY CONTRACTING									
ITEM#	REF#	ITEM DESCRIPTION		QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
		CHANGE ORDER: COR-246-001 (1-15-13)					\$ \$	-		
		STATUS STATES STATES					\$	-		
		Additional Asphalt - 1/2" (Private Drive)	SY	1312 \$	2.85		\$	-	\$	
		Additional Asphalt - 1" (23 3/4 Road)	SY LF	1862 \$ 480 \$	5.75 11.00		\$ \$	-	\$ 455.0	
		Remove Irrigation Line Along 23 3/4 Deletion of 8" Valve	EA	1 \$	(1,345.00)		\$	-	1.0 \$	
		Deletion of 10" Valve	EA	1 \$	(2,075.00)		\$		1.0 \$	
		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 CON	TRACT TOTAL ===>	\$ 796,485.13	\$	135,302.50	4	333,698.25
							\$	o =		
							\$			
		CHANGE ORDER: 002					\$ \$	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		
	В	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 CON	TRACT TOTAL ===>	\$ 797,365.13	\$	136,182.50	\$	334,578.25
		CHANGE ORDER: 003								
		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		1.00 \$	330.00	1.0	
		Herbicide in 23 3/4 Road under Pavement	LS	1	426		\$	-	\$	
		Herbicide in Private Road under Pavement	LS	1	306.6		\$	-	\$	
		Modify Stormwater Pond Grading	LS LS	1	5850 1038		\$ \$	-	9	
		Provide 1" Conduit and 1" Sweeps Provide 2" Conduit and 2" Sweeps	LS	1	3023		\$		9	
		Provide 3" SDR26 Irrigation Piping	LF	750	3.15		\$	-	\$	-
				CHANGE	ORDER TOTAL ===	\$ 14,986.10	\$	1,155.00	\$	1,155.00
				NEW CON	TRACT TOTAL ===>	\$ 812,351.23	\$	137,337.50	9	335,733.25
		CHANGE ORDER: 004								
		Provide Irrigation Manhala A 4 Changes	LS	1	1015	\$ 1,015.00	\$	_=	5	
		Provide Irrigation Manhole A-4 Changes Provide Irrigation Manhole B-2 Changes	LS	1	1015		\$	-		
		Provide 6" Irrigation Line	LF	825	9	\$ 7,425.00	\$	-	9	-
		Provide 3" Irrigation Pipe	LF	42	3.15		\$	*	\$	•••
				CHANGE	ORDER TOTAL ===	\$ 9,587.30	\$	*	\$	
				NEW CON	TRACT TOTAL ===>	\$ 821,938.53	\$	137,337.50	\$	335,733.25



				MOUNTAIN	VALLEY CONTRACTING						
ITEM #	REF#	ITEM DESCRIPTION		QUANTITY	UNIT BID	TOTAL		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	\$ 2	250.00	1.00 \$	250.00	1.0 \$	250.00
				CHANG	GE ORDER TOTAL ===	\$ 2	250.00	\$	250.00	\$	250.00
				NEW CC	ONTRACT TOTAL ===>	\$ 822,1	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	LF	55	50	\$ 2,7	750.00	55.00 \$	2,750.00	55.0 \$	2,750.00
		on Private Drive		CHANG	GE ORDER TOTAL ===	\$ 2,7	750.00	\$	2,750.00	\$	2,750.00
				NEW CC	ONTRACT TOTAL ===>	\$ 824,9	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	LS	a.	1100	\$ 1,1	100.00	1.00 \$	1,100.00	1.0 \$	1,100.00
	•	material from other on-site sources		CHANG	GE ORDER TOTAL ===		100.00	\$	1,100.00	\$	1,100.00
				NEW CO	ONTRACT TOTAL ===>			\$	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									
	D	T-28 R-10 T-22 (Service Truck) E-17 L-15	HR HR HR HR	3 2 6 3 2	65 70 15 150 70	\$ 1 \$ \$ 4	195.00 140.00 90.00 450.00 140.00	3.00 \$ 2.00 \$ 6.00 \$ 3.00 \$ 2.00 \$	195.00 140.00 90.00 450.00 140.00	3.0 \$ 2.0 \$ 6.0 \$ 3.0 \$ 2.0 \$	140.00 90.00 450.00
		WO#3921									
		L-16 T-22 (Service Truck) R-10 E-17	HR HR HR HR	5 7.5 2 3	85 15 70 150	\$ 1 \$ 1	425.00 112.50 140.00 450.00	5.00 \$ 7.50 \$ 2.00 \$ 3.00 \$	425.00 112.50 140.00 450.00	5.0 \$ 7.5 \$ 2.0 \$ 3.0 \$	112.50 140.00
				CHANG	GE ORDER TOTAL ===	\$ 2,1	142.50	\$	2,142.50	\$	2,142.50
				NEW CO	ONTRACT TOTAL ===>	\$ 828,1	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 <u>03-31-13</u> 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: Jah B. Die
	Jacob Davis
	Printed Name
	Title: Project Manager
	Officer of the Company
Sworn this date of day	_ 2011/13
County of Mesa, State of Oo	lorado
Notary: Mali	
7/ /	TRACY M COLLIER NOTARY PUBLIC STATE OF COLORADO
My Commission Expires:	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

DIA RECORDED: _x

ESCROW AGENCY: Alpine Bank

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 Amo	ount								
		\$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
Disburseme	nts								
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	911.1095/2016	\$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
5									\$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: 2 Max	Date: 6/21/13
Name: Eric Hahn	Title: City Development Engineer

To: Communi	ty Hospital	Community Health & Wellness Subdivision , accomplished
(owner)		, for work at(Project) Community Health & Wellness Subdivision accomplished
hrough the date o	f 4/30/13 by (Mountain Valley Contracting as follows or attach an itemized list. (Subcontractor)
obligations of	n account of Work done ur Mountain Valley Cont Payment Number 5	n Valley Contracting (subcontractor) certifies that all progress payments received the Work Agreement referred to above have been applied to discharge in full attacting (subcontractor) incurred in connection with the Work covered by the inclusive; AND title to all materials and equipment incorporated in said Work tion For Payment will pass to OWNERS at time of final acceptance of project free at encumbrances.
Dated April	30 ,2013	Mountain Valley Contracting (subcontractor)
		By: Jack B. Dai
		Title: Project Manager Community Health & Wellness Subdivision
) of the disbursement agreen	
Property; that all approved by the Completed, nor for hat such improved PROJECT ENGING the requirements of the property of the requirements of the property of the requirements of the property of the property of the requirements of the property of the pro	work performed and material; that the work has been material not installed; the ments have been completed. NEER / MANAGER'S RECORD the Contract Documents and	crials supplied are in accordance with the plans and specifications submitted to a performed in a workmanlike manner; that no funds are being requested for work n
Property; that all approved by the Completed, nor for hat such improved PROJECT ENGING the requirements of the property of the requirements of the property of the requirements of the property of the property of the requirements of the property of the pro	work performed and mate City; that the work has been r material not installed; the ments have been completed NEER / MANAGER'S RECO	crials supplied are in accordance with the plans and specifications submitted to a performed in a workmanlike manner; that no funds are being requested for work in Project Engineer has inspected the improvements for which payment is requested; a in accordance with all terms, specifications and conditions of the approved plans. OMMENDATION: This Application (with any accompanying documentation) meets and payment of the above Current Payment Due is recommended. Name:
Property; that all approved by the Completed, nor for hat such improved PROJECT ENGING the requirements of Dated MAY	work performed and material; that the work has been material not installed; the ments have been completed. NEER / MANAGER'S RECORD the Contract Documents at 28, 2013	crials supplied are in accordance with the plans and specifications submitted to a performed in a workmanlike manner; that no funds are being requested for work in Project Engineer has inspected the improvements for which payment is requested; an accordance with all terms, specifications and conditions of the approved plans. OMMENDATION: This Application (with any accompanying documentation) meets
Property; that all approved by the Completed, nor for hat such improved PROJECT ENGING the requirements of Dated MAN CITY OF GRANE requirements of the property of the propert	work performed and material; that the work has been material not installed; the ments have been completed. NEER / MANAGER'S RECORD the Contract Documents at 28, 2013	erials supplied are in accordance with the plans and specifications submitted to a performed in a workmanlike manner; that no funds are being requested for work in Project Engineer has inspected the improvements for which payment is requested; as in accordance with all terms, specifications and conditions of the approved plans. OMMENDATION: This Application (with any accompanying documentation) meets and payment of the above Current Payment Due is recommended. Name: By: MAPK AUSTIN DATIONS: This Application (with accompanying documentation) meets the
Property; that all approved by the Completed, nor for hat such improved PROJECT ENGING THE PROJECT ENGINE TO THE PROJECT OF GRANE equirements of the control	work performed and material; that the work has been rematerial not installed; the ments have been completed. NEER / MANAGER'S RECOMMENT of the Contract Documents at 28, 2013 DIUNCTION RECOMMENT DESCRIPTION RECOMMENT DESCRIPTION RECOMMENT.	Project Engineer has inspected the improvements for which payment is requested; as in accordance with all terms, specifications and conditions of the approved plans. DMMENDATION: This Application (with any accompanying documentation) meets and payment of the above Current Payment Due is recommended. Name: By: MAPX AUSTIN DATIONS: This Application (with accompanying documentation) meets the ats Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTION By: By: By: CITY OF GRAND JUNCTION By: DATIONS: This Application (with accompanying documentation) meets the ats Agreement and payment of the above Current Payment Due is recommended.
Property; that all pproved by the Completed, nor for hat such improved the ROJECT ENGING THE ROJECT ENGINE TO THE ROJECT ENGINE THE ROJECT ENGINE TO THE ROJ	work performed and material; that the work has been rematerial not installed; the ments have been completed. NEER / MANAGER'S RECOMMENT of the Contract Documents and the Contract Doc	erials supplied are in accordance with the plans and specifications submitted to a performed in a workmanlike manner; that no funds are being requested for work in Project Engineer has inspected the improvements for which payment is requested; a in accordance with all terms, specifications and conditions of the approved plans. OMMENDATION: This Application (with any accompanying documentation) meets and payment of the above Current Payment Due is recommended. Name: By: MAPK AUSTIN DATIONS: This Application (with accompanying documentation) meets the ats Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTION By: Title: CITY DEVELOPMENT ENGINEER
Property; that all approved by the Completed, nor for hat such improved by the Completed, nor for hat such improved by the Completed by the Complete by the Co	work performed and material; that the work has been rematerial not installed; the ments have been completed. NEER / MANAGER'S RECOMMENT of the Contract Documents and the Contract Doc	DATIONS: This Application (with any accompanying documentation) meets and payment of the above Current Payment Due is recommended. By: MAPK AUSTIN DATIONS: This Application (with accompanying documentation) meets the ats Agreement and payment of the above Current Payment Due is recommended. CITY OF GRAND JUNCTION

- 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.
- 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	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



Certificate For Payment

Project: Contractor: Pay Estimate Number: Pay Period:	Community Ho Mountain Valle 4 4/1/2013			46	Date:	1-May-1	3
Original Contract / Change Orders: Current Contr					\$ \$ \$		779,629.43 58,437.55 838,066.98
Earnings: Previous Amount Amount Earned Th Total Earned	nis Period:				\$		337,380.60 157,053.55 494,434.15
Less Retainag Less Previous Current A		10%			\$ \$		49,443.42 303,642.54 141,348.20
		Change	Order Summa				
Change Orders Approved By Owne		of Previous C	hange Orders		Additions 51,971.60	Dec \$	ductions (3,420.00)
	Approved This Mo						
Number:	555		pproved:	_	20.000.05	_	(10.010.00)
PENDING CHANGE OF	RDER	PEN	IDING	\$	23,699.25	\$	(13,813.30)
		3.00	Totals:	\$	75,670.85	\$	(17,233.30)
	Net Ch	ange By Ch	ange Orders:	\$			58,437.55
This Certificate of Paym The undersigned Contra under this contract have with the Work and that the the Contract Documents	ctor certifies the been applied be he Work cover	at all previou by the unders	s progress pay	yments arge all	received from Cobligations incu	rred in co	onnection
Contractor: Certified By:	Mountain Valle B. D. Jacob Davis	ey Contractir	g, Inc.	Project	Manager		<u>5/1/13</u> Date



ITEM #		F# ITEM DESCRIPTION		QUANTITY	UNIT BID		OTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
			=====	=======================================		===					
1.0 DEMOLIT	1.01	Clear & Grub	LS	1 \$	9,725.00	\$	9,725.00	\$		1.0 5	9,725.00
	1.02	Strip Topsoil / Organics	LS	1 \$			5,350.00	\$	-	1.0	
										3	-
2.0 EARTHWO	ORK									5	
	2.01	Earthwork Cut/Fill	LS	1 \$			7,500.00	\$		1.0	
	2.02	Detention Pond Cut/Fill	LS LS	1 \$			16,085.00 2,470.00	0.2 \$ 0.3 \$		0.5 S 0.8 S	
الحا	2.03	Subgrade Preparation / Fine Grade for Streets Subgrade Prep/Fine Grade for Walks	LS	1 \$			7,020.00	\$	741.00	0.0	•
	2.05	Subgrade Stabilization	CY	200 \$			2,400.00	\$			-
	2.06	Flow Fill Backfill	CY	50 \$	54.50	\$	2,725.00	\$	~	5	
										\$	
3.0 SANITARY		LAN OFWER DIDE (ODD ON DIVO)	LF	4000 A	10.50	•	F7 77F 00	2160 \$	27,000.00	4,722.0	
	3.01	10" SEWER PIPE (SDR 26 PVC) 8" SEWER PIPE	LF LF	4622 \$ 252 \$			57,775.00 2,671.20	176 \$		4,722.0 S	
	3.03	6" SEWER PIPE	LF	233 \$			3,541.60	205 \$		233.0	· Company of the Comp
	3.04	4-FT DIA SANITARY MANHOLES	EA	16 \$			24,480.00	6 \$		16.0	
	3.05	CONNECTION TO EXISTING MANHOLE	LS	1 \$			495.00	\$		1.0	
	3.06	FLOWABLE FILL	CY	30 \$			1,635.00	\$	-		
_	3.07 3.08	DE-WATERING TRENCH GRANULAR STABILIZATION (1/2 Total Length of 10")	LS TON	1 \$ 1156 \$			1,000.00 9,248.00	\$		5	
	3.08	IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	TON	1156 \$			4,046.00	\$		1,853.0	
	3.10	TRAFFIC CONTROL	LS	1 \$			1,075.00	0.4 \$	430.00	1.0	
	3.11	CDOT PERMITTING	LS	1 \$			225.00	\$	(6	1.0	
	3.12	LANDSCAPE/ IRRIGATION REPAIRS	LS	1 \$		- 7	500.00	\$	-		
	3.13	CONCRETE ENCASEMENT	LF	50 \$	42.25	\$	2,112.50	20 \$	845.00	20.0	
4.0 WATER											
	4.01	10" WATER MAIN	LF	1651 \$	19.90	\$	32,854.90	\$	(+	1,635.0	
	4.02	8" WATER MAIN	LF	1362 \$			19,749.00	\$	(6)	1,380.0	
	4.03	6" WATER MAIN	LF	420 \$			5,565.00	\$		153.0	
	4.04	10" WATER VALVES	EA	7 \$			14,525.00	\$	-	7.0 \$	
	4.05	8" WATER VALVES	EA	8 \$	5-Attended-10-10-10-1		10,760.00	\$	-	8.0 5	
	4.06	6" WATER VALVES	EA	13 \$			12,025.00	\$	-	13.0	
	4.07	FIRE HYDRANTS	EA LS	9 \$ 1 \$			38,565.00 1,365.00	\$	-	7.0 \$	
	4.08 4.09	Cap Water Service Line At Main (G Road) CONNECTION TO MAIN LINES IN G ROAD	EA	2 \$			1,150.00	\$	-	2.0	
	4.10	FLOW FILL	CY	30 \$			1,635.00	\$	-	2.0	
	4.11	DISSINFECTION / FLUSHING / TESTING	LS	1 \$	1,000.00	\$	1,000.00	\$	*	5	
										\$	
5.0 STORMW											•
	5.01	18" PIPE	LF	283 \$			8,136.25	\$	*	260.0	C
	5.02 5.03	24" PIPE 30" PIPE	LF LF	779 \$ 21 \$			32,133.75 1,449.00	\$	-	680.0 S	
	5.03	24"X38" Ellipical RCP	LF	39 \$			4,095.00	\$	-	40.0	
	5.05	42" PIPE	LF	93 \$			9,067.50	\$		93.0	The state of the s
	5.07	18" FES	EA	1 \$			315.00	\$	~	1.0	
	5.08	42" FES	EA	1 \$			2,445.00	\$	-	1.0 \$	
	5.10	4'-DIA MANHOLE (For Max 18" Pipe)	EA EA	3 \$			4,350.00 6,600.00	\$	-	2.0 S 2.0 S	
	5.11 5.13	5' DIA MANHOLE (21"-30" Pipe) Single Inlet	EA	1 \$			1,865.00	\$	-	1.0 8	the same of the sa
	3.13	Single iniet	LA	1 3	1,003.00	Ψ	1,000.00	Ψ		1.0	1,000.00



				MOUNTA	IN VALLET CONTRACTING						
ITEM #	REF#			QUANTITY	UNIT BID		TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
	== ====== 14	Double Inlet	== ===== EA	1 :			3,680.00	\$		1.0	
	16	CDOT Type R	EA	1 3	4,550.00	\$	4,550.00	\$	-	1.0	\$ 4,550.00
											\$ -
6.0 IRRIGATION 8	LANDSCAL	PE									\$ -
6.	01	8" Irrigation Pipe - Class 160	LF	1000			9,850.00	150 \$		505.0	
6.		10" Irrigation Pipe - Class 160	LF	1455			19,278.75	711 \$		1,461.0	
	03	Irrigation Manhole	EA	3 3			6,060.00	4 \$		4.0	
6.		Air Vac	EA	3 3				4 \$	4,600.00		\$ 4,600.00
6.		8" Gate Valves	EA	3 3			4,575.00	1000 \$	491.50		\$ - \$ 491.50
6.	06	Tracer Wire	LF	1455	0.25	Ф	363.75	1966 \$	491.50	1,966.0	\$ 491.50
7.0 DRY UTILITIES											\$ -
7.		4" PVC SLEEVES	LF	500 \$	2.20	\$	1,100.00	\$	78	120.0	\$ 264.00
7.	02	UTILITY TRENCHING / BACKFILL	LF	5000	4.50	\$	22,500.00	35 \$	157.50	2,320.0	\$ 10,440.00
	03	4" ELECTRICAL CONDUIT	LF	12,000	2.20	\$	26,400.00	222 \$	488.40	6,672.0	\$ 14,678.40
7.		4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	EA	30 3			1,215.00	10 \$	405.00	30.0	\$ 1,215.00
	•	T LLLOTHIOTE GOTIDOTI SO DEGREE GOTILE	-	-		*	,,				\$ -
8.0 EROSION / SE	DIMENTATI	ON CONTROL									\$ -
8.	01	VEHICLE TRACK PAD	EA	1 3	1,335.00	\$	1,335.00	\$	-	1.0	\$ 1,335.00
8.	02	EROSION LOGS	LF	500			1,050.00	\$			\$ -
	03	CONCRETE WASH OUT	EA	2 3			670.00	\$	-		\$ -
8.		INLET / OUTLET PROTECTION	EA	5 5			280.00	\$	-		\$ -
8.		EROSION CONTROL SUPERVISOR	LS	1 5			2,080.00	\$	*		\$ 1,248.00
8.		DUST ABATEMENT	LS	1 5			1,000.00	\$			\$ 500.00 \$ -
8.		SEEDING	ACRE				7,350.00 6,575.00	\$	•		\$ - \$
8.	08	MULCHING	ACHE	5 ,	1,313.00	Ф	0,373.00	Ψ			\$ -
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				\$			\$ -
9.		ADA Curb Ramp & Mat	EA	11 3	V 1. 2000 1000 1000 1000 1000 1000 1000 1			\$	-		\$ -
9.		Geogrid (Tensar BX1200 or Equal)	SY	3000		0.00	19,350.00	\$	_		\$ -
9.		24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130				SEE CHANGE ORDE			\$ -
9.		11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130			12,417.30	SEE CHANGE ORDE	н		\$ - \$ -
9.		9" Thk Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1533 S 926 S			4,861.50	\$	-		\$ -
9.	12	6" Class VI ABC Shoulders TACK COAT	SY	3174			1,015.68	\$	-		\$ -
9.		4-1/2" Thk Asphalt Pavement (23-3/4 Rd)	SY	1862			40,964.00	\$	_		\$ -
	15	4" Thk Asphalt Pavement (Private)	SY	1312			27,224.00	\$			\$ -
9.		Asphalt Patchwork	SY	75 3			2,913.75	209 \$	8,119.65	209.0	\$ 8,119.65
	18	Centerline Striping	LS	1 5	300.00	\$	300.00	\$	-		\$ -
9.	19	White Lane Striping	EA	1 3			600.00	\$			\$ -
9.		Crosswalk Striping	EA	1 3			1,050.00	\$			\$ -
9.		Street Name Sign, Post and Post Base	EA	1 5			115.00	\$	(w)		\$ -
	22	Speed Limit Sign, Post and Post Base	EA	3 3			435.00	\$	-		\$ -
9.		Stop Signs, Post and Post Base	EA	2 3			320.00	\$	-		\$ -
9.		End of Roadway Marker Sign, Post and Post Base	EA EA	2 5			230.00 330.00	\$			\$ - \$ -
9.	25	No Oulet Sign, Post and Post Base	EA	2 :	165.00	Ф	330.00	\$	-		φ -
10.0 GENERAL CO	NDITIONS										
10.		Surveying	LS	1	\$7,600.00	\$	7,600.00	0.3 \$	2,280.00	0.8	\$ 6,080.00
D 10.	02	Materials Testing	LS	1	BY OWNER						



ITEM #	REF#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	OTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	1	AMOUNT O 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	0.2 \$	253.00	8.0	\$	1,012.00
10.06		Project Status Meetings	LS	1 \$	1,040.00	\$ 1,040.00	0.2 \$	208.00	8.0	\$	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



				MOUNTAIN	VALLET CONTRACTING					
ITEM #	REF #	ITEM DESCRIPTION		QUANTITY		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	\$	_	9	
		Additional Asphalt - 1" (23 3/4 Road)	SY	1862 \$			9		3	
	A	Remove Irrigation Line Along 23 3/4	LF	480 \$			\$	-	455.0	5,005.00
		Deletion of 8" Valve	EA	1 \$	And the second second		\$		1.0	
		Deletion of 10" Valve	EA	1 \$			9		1.0	
		Installation of Additional 8" Stubs on MH B-10	LS	1 \$	550.00 \$	550.00	1 \$	550.00	1.0	550.00
				CHANC	GE ORDER TOTAL === \$	16,855.70	\$	550.00	\$	2,135.00
				NEW CC	ONTRACT TOTAL ===> \$	740,359.63	\$	84,049.90	\$	413,153.00
		CHANGE ORDER: 002								
		Additonal 45s on 8" Waterline	EA	4	220	880	\$	-	4.0	880.00
				CHANG	GE ORDER TOTAL === \$	880.00	\$	-	\$	880.00
				NEW CC	ONTRACT TOTAL ===> \$	741,239.63	\$	84,049.90	\$	414,033.00
		CHANGE ORDER: 003								
		Dravida Staking for Day Hillitias / light Dalas	LS	-1	1650 \$	1,650.00	\$		0.5	825.00
		Provide Staking for Dry Utilities/Light Poles Trench Plates at Construction Access Over Utility Trench	DAY	5	66 \$		21 \$		26.0	
		Herbicide in 23 3/4 Road under Pavement	LS	1	426 \$		9		9	
	F	Herbicide in Private Road under Pavement	LS	4	306.6 \$		9		9	
		Modify Stormwater Pond Grading	LS	1	5850 \$		0.7 \$		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	
		Provide 3" SDR26 Irrigation Piping	LF	750	3.15 \$	2,362.50	\$	4	9	-
				CHANG	GE ORDER TOTAL === \$	14 986 10	\$		9	8,580.90
							•	.,		
				NEW CC	ONTRACT 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	i	1015 \$		\$			
	_	Provide 6" Irrigation Line	LF	825	9 \$		\$		9	-
		Provide 3" Irrigation Pipe	LF	42	3.15 \$	132.30	\$		\$	-
				CHANG	GE ORDER TOTAL === \$	9,587.30	\$	1,015.00	9	1,015.00
				NEW CO	ONTRACT TOTAL ===> \$	765,813.03	\$	92,490.80	9	423,628.90



				MOUNTAI	N VALLEY CONTRACTING									
ITEM #	REF #	ITEM DESCRIPTION		QUANTITY	UNIT BID		OTAL 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	
				CHAN	GE ORDER TOTAL ===	\$	250.00		\$	~		\$	250.00	
				NEW C	ONTRACT TOTAL ===>	\$	766,063.03		\$	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	
		OIT FIVALE DIVE		CHAN	GE ORDER TOTAL ===	\$	2,750.00		\$	-		\$	2,750.00	
				NEW C	ONTRACT TOTAL ===>	\$	768,813.03		\$	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	LS	1	1100	\$	1,100.00		\$	4	1.0	\$	1,100.00	
		material from other on-site sources		CHAN	GE ORDER TOTAL ===	\$	1,100.00		\$	*		\$	1,100.00	
				NEW C	ONTRACT TOTAL ===>	\$	769,913.03		\$	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 R-10 T-22 (Service Truck) E-17 L-15	HR HR HR HR	3 2 6 3 2	65 70 15 150 70	\$ \$	195.00 140.00 90.00 450.00 140.00		\$ \$ \$ \$ \$		3.0 2.0 6.0 3.0 2.0	\$ \$	195.00 140.00 90.00 450.00 140.00	
		WO#3921												
		L-16 T-22 (Service Truck) R-10 E-17	HR HR HR	5 7.5 2 3	85 15 70 150	\$	425.00 112.50 140.00 450.00		\$ \$ \$ \$	*	5.0 7.5 2.0 3.0	\$	425.00 112.50 140.00 450.00	
				CHAN	GE ORDER TOTAL ===	\$	2,142.50		\$			\$	2,142.50	
				NEW C	ONTRACT TOTAL ===>	\$	772,055.53		\$	92,490.80		\$	429,871.40	

PROJECT: Community Hospital Infrastrusture - 12.246 OWNER: Community Hospital

ENGINEER: Austin Civil Group - Mark Austin GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.



ITEM #	REF#	ITEM DESCRIPTION		QUANTITY	UNIT BID		OTAL 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
				CHAN	GE ORDER TOTAL ===	\$	3,000.00	\$			\$	433,316.40
				NEW Co	ONTRACT TOTAL ===>	\$	775,055.53	\$	93,090.80		\$	433,316.40
						0.50	, a company of the co	\$				
		CHANGE ORDER: PENDING						\$	-			
	F	Replace unsuitable material with on-site materials over irrigation line	LS	1	1545	\$	1,545.00	1 \$	1,545.00	1.0		1545.00
		This includes hauling off material, loading clean material, and hauling material back in. Excavation and backfill are in irrigation line items		CHAN	GE ORDER TOTAL ===	\$	1,545.00	\$			\$	1,545.00
				NEW C	ONTRACT TOTAL ===>	\$	776,600.53	\$	94,635.80		\$	434,861.40
								\$				
		CHANGE ORDER: PENDING						\$				
		Remove and Replace culvert for sewer line installation	LF	50	24.5	ď	1,225.00	\$ 50 \$	-	50.0		1225.00
	D	18" CMP 18" CMP Bands	EA	1	24.5 36.75		36.75	1 \$		1.0		36.75
		18" CMP FES	EA	1	235		235.00	1 \$		1.0		235.00
		Equipment and Labor	LS	1	150	Ф	150.00	1 \$	-	1.0		150.00
				CHAN	GE ORDER TOTAL ===	\$	1,646.75	\$			\$	1,646.75
				NEW Co	ONTRACT TOTAL ===>	\$	778,247.28	\$	96,282.55		\$	436,508.15
								\$				
		CHANGE ORDER: PENDING						\$				
		Furnish and Install 29.5" Class 3 Under 23 3/4 Road	SY	2130	20	4	42,600.00	\$ 2252 \$		2,252.0		45040.00
	C	Furnish and Install 6" Class 6 Under 23 3/4 Road	SY	2130	6.15			1540 \$		1,540.0		9471.00
		Credit for reducing Asphalt thickness	SY	1862	-2.9	\$	(5,399.80)	\$	-			
							50.000.70		5454400		•	54.544.00
					GE ORDER TOTAL ===			\$			\$	54,511.00
				NEW Co	ONTRACT TOTAL ===>	\$	828,546.98	\$	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		3000.00
		The state of the s			2300	(E)	,	. 4	,			
				CHAN	GE ORDER TOTAL ===	\$	3,000.00	\$	3,000.00		\$	3,000.00
				NEW Co	ONTRACT TOTAL ===>	\$	831,546.98	\$	153,793.55		\$	494,019.15



ITEM #	REF#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
	C	CHANGE ORDER: PENDING Additional Work for 23 3/4 Road Construction to G Road Work North of Str. 0. 63 51 to C. Road (including redii)	LS	1	6520 \$	6,520.00	\$ \$ \$ 0.5 \$	3,260.00	0.5	3260.00
		Work North of Sta 0+53.51 to G Road (including radii)			NGE ORDER TOTAL === \$ CONTRACT TOTAL ===> \$		\$	3,260.00 157,053.55	\$	3,260.00 497,279.15

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 <u>04-30-13</u> 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: 6-09-13	Supplier: Mountain Valley Contracting, Inc.
	By: Jah B. Day
	Jacob Davis
	Printed Name
	Title: Project Manager
,	Officer of the Company
Sworn this 9th date of line	, 201,1-3
County of Mesa, State of	Colorado
Notary:	
My Commission Expires:	STRACY 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)

DIA NOT RECORDED:

DEVELOPER: Community Hospital

DIA RECORDED: _x_

ESCROW AGENCY: Alpine Bank

Book - _____ Page -

									10.00
		A) Sanitary	B) Domestic	C) Streets &	D) Grading &	E) Landscape		City Security	
DATE	BY	Sewer	Water	Bridges	Drainage	& Irrigation	F) Misc. Items	(20%)	TOTAL
Original Amo	unt								
		\$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
Dichurcomor	ıta.								
Disbursemer 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	Ψ110,210.00	Ψ+0,700.00	(\$103,403.00)	\$24,944.00	(ψη, το 2.00)	\$2,093.00		\$27,037.00
3-Apr-13	ewh	\$108.00	\$119,609.00		\$8,768.00		\$2,000.00		\$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
60		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2				200			\$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
			N-10			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 Es	scrow Agency to release up to \$814,900.00, including al
previous payments, to the Developer for work completed on the Project.	, ,

Signature:	Date: 8/20/13
Name: Eric Hahn	Title: City Development Engineer

REQUEST FOR DISBURSEMENT AND APP	LICATION FOR PAYMENT NO. Six (6)
To: Community Hospital , for v	vork at Community Health & Wellness Subdivision, accomplished (Project)
	aln Valley Contracting as follows or attach an itemized list.
from OWNERS on account of Work done under the Work obligations of Mountain Valley Contracting Application For Payment Number 6 inclusive; A	ontracting (subcontractor) certifies that all progress payments received Agreement referred to above have been applied to discharge in full all (subcontractor) incurred in connection with the Work covered by this ND title to all materials and equipment incorporated in said Work or nent will pass to OWNERS at time of final acceptance of project free and s.
Dated June 9, 20 13	Mountain Valley Contracting (subcontractor)
	By: Joh B. Dai
	Title: Project Manager
Per paragraph 2(a) of the disbursement agreement for costs for which the advance is being requested have been i Property; that all work performed and materials supplied approved by the City; that the work has been performed in completed, nor for material not installed; the Project Engine	Inity Health & Wellness Subdivision (Project), the signatures below certify that all incurred in connection with the construction of the improvements on the lare in accordance with the plans and specifications submitted to and a workmanlike manner; that no funds are being requested for work not ear has inspected the improvements for which payment is requested; and with all terms, specifications and conditions of the approved plans.
PROJECT ENGINEER / MANAGER'S RECOMMENDAT the requirements of the Contract Documents and payment of	ION: This Application (with any accompanying documentation) meets the above Current Payment Due is recommended.
Dated June 18 , 2013	Name: MARK AUSTN By:
	his Application (with accompanying documentation) meets the and payment of the above Current Payment Due is recommended.
Dated Aug. 20, 20 13	By:
	Title: CITY DEVELOPMENT ENGINEER
OWNER'S Acceptance: This application (with accompanying Due is recommended.	g documentation) is accepted and payment of the above Current Payment
Dated, 20	Сотрапу:
	By & Title:
As a part of the process of filing a Request for Disbursement,	the Developer must provide the following information:

- 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.
- 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								
	470.070	40.700	(400,400)	57.467	/ / 700)	24 225		475 400
12/31/12	170,276	40,783	(109,489)	57,167	(4,702)	21,395	-	175 <i>,</i> 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	7 51	331,174



Certificate For Payment

Project: Contractor: Pay Estimate Number: Pay Period:	Mountain Valle		strusture - 12.24 ing, Inc. 5/31/2013	46	Date:	17-Jun	ı-13
. uj i oliou.	0,112010		0,01,2010				
Original Contract	Amount:				\$		779,629.43
Change Orders:					\$ \$ \$		50,451.30
Current Conti	ract Total:				\$		830,080.73
Earnings:							
Previous Amount	Earned				\$		473,576.65
Amount Earned T	his Period:				\$ \$		183,313.10
Total Earned	To Date:				\$		656,889.75
Less Retainag	ge:	10%			\$		65,688.98
Less Previous			-		\$		426,218.99
	Amount Due:				\$		164,981.79
		Change	e Order Summa				
Change Orders Approved By Own		2000 W	an an an	200	dditions	D	eductions
			Change Orders	\$	67,190.85	\$	(16,739.55)
	Approved This Mon						>
Number:		Date	Approved:				
			Totals:	\$	67,190.85	\$	(16,739.55)
	Net Cha	ange By C	hange Orders:	\$			50,451.30
This Certificate of Paym The undersigned Contra under this contract have with the Work and that t the Contract Documents Contractor:	actor certifies that been applied b he Work covere	at all previo y the unde d by this C	ous progress pa rsigned to disch ertificate of Pay	yments r arge all	eceived from Cobligations incu	irred in	connection
Certified By:	Jacob Davis	Dani		Project	Manager		6/17/13 Date



ITEM#		REF#	ITEM DESCRIPTION		QUANTITY	UNIT BID		OTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
1.0 DEMOLITI	1.01	/IOVAL	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 \$	920
2.0 EARTHWO	ORK										3	
	2.01		Earthwork Cut/Fill	LS	1 \$	7,500.00		7,500.00	\$	- 0.040.50	1.0	
D	2.02		Detention Pond Cut/Fill Subgrade Preparation / Fine Grade for Streets	LS LS	1 \$ 1 \$		\$	16,085.00 2,470.00	0.5 \$ 0.25 \$	8,042.50 617.50	1.0 \$ 1.0 \$	
	2.04		Subgrade Prep/Fine Grade for Walks	LS	1 \$	7,020.00		7,020.00	\$	-	1.0	5 -
	2.05		Subgrade Stabilization	CY	200 \$	12.00	\$	2,400.00	\$	H	\$	-
	2.06		Flow Fill Backfill	CY	50 \$	54.50	\$	2,725.00	\$		9	-
3.0 SANITARY	/ SFWFR										3	; - ; -
5.5 57.1.7.1.7	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
Δ	3.02		8" SEWER PIPE	LF	252 \$	10.60	\$	2,671.20	52 \$	551.20	252.0	
A	3.03		6" SEWER PIPE	LF	233 \$	15.20	\$	3,541.60	47 \$	714.40	233.0 \$ 15.9 \$	
	3.04 3.05		4-FT DIA SANITARY MANHOLES CONNECTION TO EXISTING MANHOLE	EA LS	16 \$ 1 \$	1,530.00 495.00	\$	24,480.00 495.00	0.9 \$	1,377.00	15.9 \$ 1.0 \$	
	3.06		FLOWABLE FILL	CY	30 \$		- 3	1,635.00	\$		1.0	-
	3.07		DE-WATERING TRENCH	LS	1 \$	1,000.00	\$	1,000.00	\$		9	· -
	3.08		GRANULAR STABILIZATION (1/2 Total Length of 10")	TON	1156 \$	8.00	\$	9,248.00	\$	15	9	2000 00 00000 00000
	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 CDOT PERMITTING	LS LS	1 \$ 1 \$	1,075.00 225.00		1,075.00 225.00	Ф \$	-	1.0 \$ 1.0 \$	
	3.11		LANDSCAPE/ IRRIGATION REPAIRS	LS	1 \$	500.00		500.00	\$	-	1.0	
	3.13		CONCRETE ENCASEMENT	ĹF	50 \$	42.25		2,112.50	\$	14	20.0	
4.0 WATER											9	
	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	\$	5=	1,380.0	
	4.03		6" WATER MAIN	LF	420 \$	13.25	- 6	5,565.00	\$	-	153.0	
IR I	4.04		10" WATER VALVES	EA	7 \$	2,075.00		14,525.00	\$	-	7.0	A 10 10 10 10 10 10 10 10 10 10 10 10 10
	4.05		8" WATER VALVES	EA	8 \$	1,345.00	100	10,760.00	\$	(8)	8.0 \$	1. 1.
	4.06		6" WATER VALVES	EA	13 \$	925.00	100	12,025.00	\$		13.0	
	4.07		FIRE HYDRANTS	EA LS	9 \$ 1 \$	4,285.00 1,365.00		38,565.00 1,365.00	2 \$	8,570.00	9.0	No. of the Control of
	4.08 4.09		Cap Water Service Line At Main (G Road) CONNECTION TO MAIN LINES IN G ROAD	EA	2 \$	575.00		1,150.00	\$	-	2.0	N.
	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 STORMW	ATER SYS	TEM										
	5.01		18" PIPE	LF	283 \$	28.75	000000	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	
ID I	5.04 5.05		24"X38" Ellipical RCP 42" PIPE	LF LF	39 \$ 93 \$	105.00 97.50		4,095.00 9,067.50	\$ \$		40.0 \$ 93.0 \$	
	5.05		18" FES	EA	1 \$	315.00		315.00	\$	-	1.0	
	5.08		42" FES	EA	1 \$	2,445.00		2,445.00	\$	-	1.0	
	5.10		4'-DIA MANHOLE (For Max 18" Pipe)	EA	3 \$			4,350.00	0.9 \$	1,305.00	2.9	
	5.11		5' DIA MANHOLE (21"-30" Pipe)	EA	3 \$	2,200.00	120	6,600.00	0.9 \$	1,980.00	2.9	5 5
	5.13		Single Inlet	EA	1 \$	1,865.00	\$	1,865.00	\$	-	1.0	1,865.00



					MOUNTAIN	VALLET CONTRACTING							
ITEM #		REF#	ITEM DESCRIPTION		QUANTITY	UNIT BID		OTAL 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		
	5.16		CDOT Type R	EA	1 \$	4,550.00	20.00	4,550.00	\$	-	1.0	4,550.00	
												-	
6.0 IRRIGATIO	ON & LA	NDSCAPE										\$ -	
	6.01		8" Irrigation Pipe - Class 160	LF	1000 \$	9.85		9,850.00	186 \$	1,832.10	691.0	St. Control of the Co	
E	6.02		10" Irrigation Pipe - Class 160	LF	1455 \$	13.25		19,278.75	\$	-	1,461.0		
	6.03		Irrigation Manhole	EA EA	3 \$ 3 \$	2,020.00 1,150.00		6,060.00 3,450.00	3 \$ 3 \$	6,060.00 3,450.00	7.0 7.0		
	6.04 6.05		Air Vac 8" Gate Valves	EA	3 \$	1,525.00		4,575.00	1 \$	1,525.00	1.0		
	6.06		Tracer Wire	LF	1455 \$	0.25		363.75	186 \$	46.50	2,152.0		
	0.00		Tracel Wile		1100 ψ	5125	*	000110				\$ -	
7.0 DRY UTILI	ITIES											\$ -	
	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	\$	3#	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	/ SEDIN	IENTATIO	ON CONTROL								}	\$ -	
	8.01		VEHICLE TRACK PAD	EA	1 \$	1,335.00		1,335.00	\$		1.0	And Annual Control of the Control of	
	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 2.080.00	\$ 0.2 \$	416.00	0.8	\$ - \$ 1,664.00	
	8.05 8.06		EROSION CONTROL SUPERVISOR DUST ABATEMENT	LS LS	1 \$ 1 \$	2,080.00 1,000.00		1,000.00	0.2 \$	300.00		\$ 800.00	
	8.07		SEEDING	ACRE		1,470.00		7,350.00	\$	-		\$ -	
	8.08		MULCHING	ACRE		1,315.00		6,575.00	\$			\$ -	
	0.00		MOLOT III.			120 00000		-,				\$ -	
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	
	9.02		4" Concrete, Including 6" Min. Class VI ABC	SY	1619 \$	30.00			\$	and the second second		\$ -	
	9.03		8" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335 \$	65.50			177 \$	11,593.50		\$ 11,593.50	
	9.04		ADA Curb Ramp & Mat	EA	11 \$	1,020.00	255		1 \$	1,020.00		\$ 1,020.00	
	9.05		Geogrid (Tensar BX1200 or Equal) 24" Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	3000 \$ 2130 \$	6.45 16.25		19,350.00 34,612.50	147 \$	948.15		\$ 948.15 \$ -	
	9.07 9.09		11" Thk Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130 \$	10.10	2000					φ - \$ -	
	9.10		9" Thk Class VI ABC Under Roadways/Concrete Curbs (20-0/4 Rd)	SY	1533 \$	8.10		2.00 GEV #2000000000000000000000000000000000000	1188 \$	9,622.80	1,188.0	\$ 9,622.80	
	9.11		6" Class VI ABC Shoulders	SY	926 \$	5.25	200	4,861.50	157 \$	824.25		\$ 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						\$ -	
	9.15		4" Thk Asphalt Pavement (Private)	SY	1312 \$	20.75			1312 \$	27,224.00		\$ 27,224.00	
	9.17		Asphalt Patchwork	SY	75 \$	38.85		2,913.75	\$	-		\$ 8,119.65 \$ -	
	9.18		Centerline Striping	LS EA	1 \$	300.00		300.00 600.00	\$ \$			\$ - \$ -	
	9.19 9.20		White Lane Striping Crosswalk Striping	EA	1 \$ 1 \$	600.00 1,050.00		1,050.00	\$			φ - \$ -	
	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	\$	<u>=</u>		\$ -	
	9.24		End of Roadway Marker Sign, Post and Post Base	EA	2 \$	115.00	\$	230.00	\$	=		\$ -	
	9.25		No Oulet Sign, Post and Post Base	EA	2 \$	165.00	\$	330.00	\$	-1		\$ -	
10.0 GENERA	LCONE	HONE											
10.0 GENERA	10.01	HONS	Surveying	LS	1	\$7,600.00	\$	7,600.00	0.1 \$	760.00	0.9	\$ 6,840.00	
F	10.01		Materials Testing	LS	1	BY OWNER		.,	3.1 ¥		.,,,,		
	. 0.02												



ITEM #		REF#	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID		OTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE	
F	10.03	======	Traffic Control CDOT Utility Permitting	LS LS	1	See Item 3.10 See Item 3.11							
	10.05		Stormwater Permitting, Inspections & Reporting	LS	1 \$	1,265.00	-6	1,265.00	0.1 \$	126.50	0.9	\$	1,138.50
	10.06 10.07		Project Status Meetings Mobilization	LS LS	1 \$ 1 \$	1,040.00 3,885.00	200	1,040.00 3,885.00	0.1 \$ 0.2 \$	104.00 777.00	0.9 0.8	\$	936.00 3,108.00
	10.08 10.09		Sanitary Facilities Contractor As-Built Drawings	LS LS	1 \$ 1 \$	475.00 840.00		475.00 840.00	0.1 \$ 0.3 \$	47.50 252.00	0.9 0.8	\$ \$	427.50 672.00
	10.00				50 · •		1000		\$	-			
GRAND TOTAL ===> \$ 779 629 43								\$	110 744 40		\$	507.164.90	

MOUNTAIN VALLEY CONTRACTING

		MOUNTAIN VALLEY CONTRACTING								
ITEM #	REF #	ITEM DESCRIPTION		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) Additional Asphalt - 1" (23 3/4 Road)	SY	1312 \$ 1862 \$	2.85 S	3,739.20	1312 \$	3,739.20	1,312.0 \$	
		Remove Irrigation Line Along 23 3/4	LF	480 \$	11.00	5,280.00	\$:-	455.0 \$	
		Deletion of 8" Valve	EA	1 \$	(1,345.00)		\$		1.0 \$	
		Deletion of 10" Valve	EA	1 \$	(2,075.00)		\$	*	1.0 \$	
		Installation of Additional 8" Stubs on MH B-10	LS	1 \$	550.00	550.00	\$	18	1.0 \$	550.00
				CHANGE	ORDER TOTAL === \$	6,149.20	\$	3,739.20	\$	5,874.20
				NEW CON	NTRACT TOTAL ===> \$	785,778.63	\$	114,483.60	\$	513,039.10
		CHANGE ORDER: 002								
		Additonal 45s on 8" Waterline	EA	4	220	880	\$	-	4.0 \$	880.00
				CHANGE	E ORDER TOTAL === :	\$ 880.00	\$	*	\$	880.00
				NEW CON	NTRACT TOTAL ===>	786,658.63	\$	114,483.60	\$	513,919.10
		CHANGE ORDER: 003								
		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		\$	•	26.0 \$	
	E	Herbicide in 23 3/4 Road under Pavement	LS	1	426	\$ 426.00	\$	-	\$	-
		Herbicide in Private Road under Pavement	LS	1	306.6		\$	=	\$	
		Modify Stormwater Pond Grading	LS	1	5850	5	0.3 \$	1,755.00	1.0 \$	
		Provide 1" Conduit and 1" Sweeps	LS	1	1038	Attach Control Control Control Control	\$	-	1.0 \$	
		Provide 2" Conduit and 2" Sweeps	LS LF	1 750	3023	• • • • • • • • • • • • • • • • • • • •	0.7 \$ 750 \$	2,116.10	1.0 \$ 750.0 \$	
		Provide 3" SDR26 Irrigation Piping	LF	750	3.15	\$ 2,362.50	750 \$	2,362.50	750.0 ф	
				CHANGE	E ORDER TOTAL ===	\$ 14,986.10	\$	7,058.60	\$	15,639.50
				NEW CON	NTRACT TOTAL ===>	\$ 801,644.73	\$	121,542.20	\$	529,558.60
							\$	-		
		CHANGE ORDER: 004					\$	-		
							\$			
		Provide Irrigation Manhole A-4 Changes	LS	1	1015		\$		1.0 \$	
	E	Provide Irrigation Manhole B-2 Changes	LS	1	1015		1 \$	1,015.00	1.0 \$	
		Provide 6" Irrigation Line	LF LF	825 42	9		825 \$ 42 \$	7,425.00 132.30	825.0 \$ 42.0 \$	
		Provide 3" Irrigation Pipe	LF		3.15					
					E ORDER TOTAL ===	2	\$	8,572.30	\$	
				NEW CON	NTRACT TOTAL ===>	\$ 811,232.03	\$	130,114.50	\$	539,145.90

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



ESTIMATE #5 PERIOD ENDING 31-May-13

				MOUNTAIN VALLEY CONTRACTING					
ITEM #	REF#	ITEM DESCRIPTION		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	\$	539,395.90
		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
		oii Filivate blive		CHANGE ORDER TOTAL ===	\$ 2,750.00		\$ -	\$	2,750.00
				NEW CONTRACT TOTAL ===>	\$ 814,232.03		\$ 130,114.50	\$	542,145.90
		CHANGE ORDER: 005							
		Per RFI-12.246-012 Remove material from bottom of utility trench and bring in clean	LS	1 1100	\$ 1,100.00		\$ -	1.0 \$	1,100.00
	material from other on-site sources		CHANGE ORDER TOTAL ===	\$ 1,100.00		\$ -	\$	1,100.00	
				NEW CONTRACT TOTAL ===>	\$ 815,332.03		\$ 130,114.50	\$	543,245.90
		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 R-10 T-22 (Service Truck) E-17 L-15	HR HR HR HR	3 65 2 70 6 15 3 150 2 70	\$ 140.00 \$ 90.00 \$ 450.00		\$ - \$ - \$ - \$ - \$ -	3.0 \$ 2.0 \$ 6.0 \$ 3.0 \$ 2.0 \$	195.00 140.00 90.00 450.00 140.00
		WO#3921							
		L-16 T-22 (Service Truck) R-10 E-17	HR HR HR	5 85 7.5 15 2 70 3 150	\$ 112.50 \$ 140.00		\$ - \$ - \$ - \$ -	5.0 \$ 7.5 \$ 2.0 \$ 3.0 \$	425.00 112.50 140.00 450.00
				CHANGE ORDER TOTAL ===	\$ 2,142.50		\$ -	\$	2,142.50
				NEW CONTRACT TOTAL ===>	\$ 817,474.53		\$ 130,114.50	\$	545,388.40

PROJECT: Community Hospital Infrastrusture - 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		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
				CHA	NGE ORDER TOTAL === \$	3,000.00	\$	2,400.00	\$	3,000.00
				NEW	CONTRACT TOTAL ===> \$	820,474.53	\$	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	LS	1	1545 \$	1,545.00	\$		1.0	1545.00
		material back in. Excavation and backfill are in irrigation line items		CHA	NGE ORDER TOTAL === \$	1,545.00	\$	E	\$	1,545.00
				NEW	CONTRACT TOTAL ===> \$	822,019.53	\$	132,514.50	\$	549,933.40
		CHANGE ORDER: PENDING								
		Remove and Replace culvert for sewer line installation 18" CMP	LF	50	24.5 \$		\$	i e	50.0	1225.00
		18" CMP Bands 18" CMP FES	EA EA	1	36.75 \$ 235 \$	235.00	\$ \$	-	1.0 1.0	36.75 235.00
		Equipment and Labor	LS	1	150 \$	150.00	\$		1.0	150.00
				CHA	NGE ORDER TOTAL === \$	1,646.75	\$	18	\$	1,646.75
				NEW	CONTRACT TOTAL ===> \$	823,666.28	\$	132,514.50	\$	551,580.15
		CHANGE ORDER: PENDING								
	C	Furnish and Install 29.5" Class 3 Under 23 3/4 Road Furnish and Install 6" Class 6 Under 23 3/4 Road	SY SY	2182 2182	20 \$ 6.15 \$	43,640.00 13,419.30	\$ 712 \$	4,378.80	2,252.0 2,252.0	45040.00 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 2130	-10.1 \$	(34,612.50) (21,513.00)				
			SY	1862	-22 \$	(40,964.00)				
				СНА	NGE ORDER TOTAL === \$	6,414.45	\$	50,798.60	\$	105,309.60
				NEW	CONTRACT TOTAL ===> \$	830,080.73	\$	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 Infrastrusture - 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 T		TOTAL BID	QUANTITY THIS PERIOD		AMOUNT DUE	TOTAL TO DATE	AMOUNT TO DATE
=======================================	. =======			CHA	ANGE 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		\$	*		
				СНА	ANGE 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 <u>05-31-13</u> 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.

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: 12 Darl
	Richard Davis Printed Name
	Title: President Officer of the Company
Sworn this 19 date of August	_, 20 11
County of MESA , State of Col	-ORADO
Notary: Job B. Dai	_
My Commission Expires: 2/22/17	STATE OF COLORADO NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20044001699 MY COMMISSION EXPIRES FEBRUARY 22, 20

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

DEVELOPMENT IMPROVEMENTS AGREEMENT DISBURSEMENT LOG AND AUTHORIZATION

Page -

				<u> </u>					
	1	A) Sanitary	B) Domestic	C) Streets &	D) Grading &	E) Landscape		City Security	
DATE	BY	Sewer	Water	Bridges	Drainage	& Irrigation	F) Misc. Items	(20%)	TOTAL_
Original Amo	unt								
		\$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
			, a		**		-	·	*
Disbursemer	its								
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	V 15			\$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:	Date: 9/11/13
Name: Eric Hahn	Title: City Development Engineer

REQUEST FOR DISBURSEMENT AND APP	LICATION FOR PAYMENT NO. Geven (7)
To: Community Hospital for w	vork at Community Health & Wellness Subdivision, accomplished (Project)
(owner)	(Project)
through the date of 08/07/13 by Mounta (Subcontractor	in Valley Contracting as follows or attach an itemized list.
from OWNERS on account of Work done under the Work obligations of Mountain Valley Contracting Application For Payment Number 7 inclusive; A	Ontracting (subcontractor) certifies that all progress payments received a Agreement referred to above have been applied to discharge in full all (subcontractor) incurred in connection with the Work covered by this ND title to all materials and equipment incorporated in said Work or tent will pass to OWNERS at time of final acceptance of project free and s.
Dated August 8 , 20 13	Mountain Valley Contracting (subcontractor)
	By: Jah B. Da
Per paragraph 2(a) of the disbursement agreement for costs for which the advance is being requested have been in Property; that all work performed and materials supplied approved by the City; that the work has been performed in completed, nor for material not installed; the Project Engine that such improvements have been completed in accordance of the project in	Title: Project Manager nity Health & Wellness Subdivision (Project), the signatures below certify that all neurred in connection with the construction of the improvements on the lare in accordance with the plans and specifications submitted to and a workmanlike manner; that no funds are being requested for work not cer has inspected the improvements for which payment is requested; and with all terms, specifications and conditions of the approved plans. ION: This Application (with any accompanying documentation) meets
	his Application (with accompanying documentation) meets the and payment of the above Current Payment Due is recommended.
Dated 9/11 , 20/3	By:
OWNER'S Acceptance: This application (with accompanying Due is recommended.	g documentation) is accepted and payment of the above Current Payment
Dated, 20	Сотрапу:
	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.
- 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: Contractor: Pay Estimate Number:	Mountain Valle		strusture - 12.24 ing, Inc.	16	Date:	30-Aug-13	
Pay Period:	6/1/2013	to	8/7/2013				
Original Contract	Amount:				\$	2000	9,629.43
Change Orders:					\$	9	0,742.31
Current Cont	ract Total:				\$	87	0,371.74
Earnings:							
Previous Amount	Earned				\$	65	6,889.75
Amount Earned T	his Period:				\$		1,600.76
Total Earned	To Date:				\$	74	8,490.51
Less Retaina	ge:	10%			\$	7	4,849.05
Less Previou	s Payments:				\$	59	1,200.78
	Amount Due:				\$		2,440.68
		Chang	e Order Summa	ıry			
Change Orders Approved By Own	er				Additions	Deduct	tions
		of Previous	Change Orders	\$	67,190.85		6,739.55)

	Change	Order Summa	гу			THE RESERVE A	
Change Orders Approved By Owner	-		1	Additions	Deductions		
	Total of Previous C	hange Orders	\$	67,190.85	\$	(16,739.55)	
Appro	ved This Month:	20000					
Number:	Date A	pproved:					
Change Order 008	7/31	/2013	\$	29,000.01			
Change Order 009	7/31	/2013	\$	7,221.00			
Pending	Pe	Pending		4,070.00			
	l	Totals:	\$	107,481.86	\$	(16,739.55)	
	Net Change By Ch	ange 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.	Contractor:	Mountain	Valley	Contracting,	Inc.
---	-------------	----------	--------	--------------	------

Certified By: Acros B - Daco

cob Davis Project Manager

PAGE 03/09

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



ESTIMATE #6 PERIOD ENDING 31-Jul-13

1TEM#	# REF #	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT SID	TO	OTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
1.0 DEMOLT	TION / REMOVAL									
	1.01	Clear & Grub	LS	1 \$	9,725.00	\$	9,725.00	\$	-	1.0
	1.02	Strip Topecuil / Organics	LS	1.5	5,350.00	\$	5,350.00	\$		1-0
								\$	-	
2.0 EARTHW						_		\$	-	
	2.01	Earthwork Cut/Fill	LS	1 \$	7,500.00		7,500.00	\$	-	1.0
	2,02	Defendion Pond Cut/Fill	LS LS	1 5	18,085,00	3	16,085.00 2,470.00	\$	-	1.0 1.0
D	2.03	Subgrade Preparation / Fine Grade for Streets Subgrade Preparities Grade for Walks	LS LS	1 5	7,020.00	-	7,020.00	1 3		1.0
	2.05	Subgrade Stabilization	CY	200 S	12.00	5	2,400.00	1 4	1,020.00	1.0
	2.08	Flove Fill Backfill	CY	50 S	54.50	5	2,725.00	Š	-	
	2.00	1 do to b till deduction	-			-		\$		
LO SANITAR	Y SEWIER							\$	-	
	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	\$	3,541.80	\$	-	233.0
	3.04	4-FT DIA SANITARY MANHOLES	EA	16 \$	1,530.00	\$	24,480.00	0.1 \$	153.00	t6.0
A	3.05	CONNECTION TO EXISTING MANHOLE	LS	1 \$	495.00		495.00	\$	-	1.0
	3.06	FLOWABLE FILL	CY	30 \$	54.50		1,835.00	\$	-	
	3.07	DE-WATERING TRENCH	LS	1 5			1,000.00	\$		
	3.08	GRANULAR STABILIZATION (1/2 Total Length of 10")	TON	1156 \$			9,248.00	2	-	
	3.09	IMPORTED TRENCH BACKFILL (1/2 Total Length of 10")	TON	1156 \$	3.50 1.075.00		4,046.00 1,075.00	2	•	1,853.0
	3.10	TRAFFIC CONTROL	LS LS	1 \$			225.00		-	1.0 1.0
	3.11 3.12	CDOT PERMITTING LANDSCAPE/IRRIGATION REPAIRS	LS	1.5			500.00	1 \$	500.00	1.0
	3.13	CONCRETE ENCASEMENT	LF	50 \$	42.25	8	2,112.50	2	30000	20.0
	oci a	CONONCIE ENCOCHEMI			12.20	•	-1.1-100	š		20.0
O WATER								\$	-	
	4.01	10" WATER MAIN	LF	1851 \$	19.90	\$	32,854.90	38.44 \$	785.D0	1,673.4
	4.02	8" WATER MAIN	LF	1382 \$	14.50	\$	19,749.00	\$	-	1,380.0
	4.03	6" WATER MAIN	1.F	420 \$	13.25	\$	5,585.00	5	-	153.0
B	4.04	10" WATER VALVES	EA	7 \$	2,075.00	\$	14,525.00	\$		7.0
	4.05	8" WATER VALVES	EA	B \$	1,345.00	\$	10,780.00	\$		8.0
	4.05	5" WATER VALVES	EA	13 \$	925.00	\$	12,025.00	4		13.0
	4.07	FIRE HYDRANTS	EA	9 8	4.285.00		38,585,00		-	9.0
	4.08	Cap Water Service Line At Main (G Road)	LS	1 8	1,365.00		1,365,00	Š	_	4.0
	4.09	CONNECTION TO MAIN LINES IN G ROAD	EA	2 \$		5	1,150.00	š	-	2.0
	4.10	FLOW FILL	CY	30 \$	54.60		1,635.00	\$		
	4.11	DISSINFECTION / FLUSHING / TESTING	LS	1 \$	1,000.00	\$	1,000.00	\$	•	1.0
								\$		
WIMBOTZ D	ATER SYSTEM							S	-	
	5.01	18" PIPE	LF	283 \$	28.75	\$	8,136.25	8		260.0
	5.02	24° PIPE	LF	779 \$	41.25	\$	32,133.75	\$	-	680.0
	5.03	30° PIPE	1.F	21 \$	69.00	\$	1,449.00	\$		20.0
	5.04	24"X38" Ellipical RCP	LF	39 \$	105.00	-	4,095.00	\$	•	40.0
	5.05	42" PIPE	LF	93 \$	97.50	\$	9,087.50	\$	1=1	93.0
	5.07	16" FES	EA	1 \$	315,00	\$	315.CO	\$	•	1.0
	5.08	42" FES	EA	1 3	2,445.00	8	2,445.00	\$	-	1.0

MONTON VALLEY CONTRACTING

ESTIMATE #6
PERIOD ENDING
31-Jul-13

					MOUNTA	UN YALLET CONFERCIENCE					
ITEM		REF#	TIEM DESCRIPTION	UNIT	QUANTITY	UNITED	1	TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
	5.10		4"-DIA MANHOLE (For Max 18" Pipe)	EA	3	s 1,450,00	\$	4.350.00	0.1 \$	145.00	3,0
	5.11		5 DIA MANHOLE (21°-30° Pipe)	EA	3			6,600.00	0.1		3.0
ID I	5.13		Single Infat	EA	1			1,865.00			1.0
	5.14		Double Infet	EA	î			3,680.00	3		1.0
	5.16		CDOT Type R	EA	1			4,550.00	3		1.0
	a. Le		CDOT Type N			7,000,000		25000.00	3		
6.0 IRRIGATI	ON & 18	NINGTADE							3		
Ala ILINGSPATI	6.01	TARREST E	8' Imigation Pipe - Class 160	LF	1000	\$ 9.85	5	9,850.00	3		891.0
	6.02		10" Inigation Pipe - Class 160	ŬF.	1456				3		1,481.0
	6.03		Irrigation Manhole	EA	3			6,060.00	3		7.0
	6.04		Air Vac	EA	3			3,450.00		-	7.0
	5.05		6" Gale Valves	EA	3			4,575.00		-	1.0
	6.D6		Tracer Wire	LF	1455	\$ 0.25	\$	363.75	4		2,152.0
										-	
7.0 DRY UTIL	MES									-	
	7.01		4" PVC SLEEVES	LF	500	\$ 2,20	5	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	-		The second second	160 \$		6,832.0
				EA	30			1,215.00			30.0
	7.04		4" ELECTRICAL CONDUIT 90 DEGREE SWEEP	ŁA.	30	4 0.00	3	1,210.00			30.0
8.0 EROSIGN	-	ENTATIO				4 4 4 4 4 4 4		4 005 00			4.0
	8.01		VEHICLE TRACK PAD	EA	1 :			1,335.00	610	diameter and the second	1.0 810.0
	9.02		EROSION LOGS	LF	500			1,050,00 670,00	610 \$		0,6
ID I	8.03 8.04		CONCRETE WASH OUT	EA	5			280.00	2 5		2.0
	8.05		INLET / OUTLET PROTECTION	LS	1	and the second s	-	2,080,00	0.2		1.0
	8.06		EROSION CONTROL SUPERVISOR	18	1			1,000.00	0.2 4		1.0
	8.07		DUST ABATEMENT SEEDING	ACRE				7,350.00	V.4 4		1.0
	8.08		MULCHING	ACRE				6,575.00	3	- Control	
	0.00		MOLONING	HONE	•			0,010.08	3		
9.0 STREETS											
and delicated to	9.01		1'-6" Curb and Gutter	LF	2288	8.50	\$	19,448.00	3	2	1,070.0
	9.02		4 Concrete, Including 6* Min. Class VI ABC	SY	1619			48,570.00	1101 3	100000000000000000000000000000000000000	1,101.0
	9.03		8" Concrete Fillet, Including 6" Min. Class VI ABC	SY	335				89 4		266.D
	9.04		ADA Curb Ramp & Mat	EA	11 4			11,220.00	6 4		7.0
	9.05		Geogrid (Tensar BX1200 or Equal)	SY	3000				1		147.0
	9.07		24° Class III / Pit Run Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130 3	\$ 18.25	\$	34,612.50		-	
	9.09		11" This Class VI ABC Under Roadways/Concrete Curbs (23-3/4 Rd)	SY	2130	\$ 10.10	\$	21,513.00	3	-	
	9.10		9" Thit Class VI ABC Under Roadways/Concrete Curbs (Private)	SY	1533	\$ 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		\$	1,015.68	\$	-	
	9.14		4-1/2" Thit Asphalt Pavement (23-3/4 Rd)	SY	1862			40,964.00	\$		
	9.15		4º Thk Asphalt Pavement (Private)	SY	1312						1,312.D
	9.17		Asphali Petchwork	SY	75 :			2,913.75	\$		209.0
	9.18		Centerline Striping	LS	1 :			300.00	1.5		1.0
	9.19		While Lane Striping	EA		\$ 600.00		600.00	1.5		1.0
	9.20		Crosswalk Striping	EA	Ť !			1,050.00	1.5		1.0
	9.21		Street Name Sign, Post and Post Base	EA	1 3			115.00	1 5		1.0
	9.22		Speed Limit Sign, Post and Post Base	EA	3		-	435.00			
	9.23		Stop Signs, Post and Post Base	EA	2 1	\$ 160.00	3	320.00	2 5	320.00	2.0

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

	PROJEC	PROJECT: Community Hospital Infrastrustue - 12.246			5					
GENERA	ENGINEE L CONTRACTO	ENGINEER-Austin Chal Group - Mark Austin GENERAL CONTRACTOR: Mourisin Valley Contracting, Inc.		1	VC		ESTIMATE #8 PERIOD ENDING 31-WL+3	E#8 IDING 13		
				MOUNTAIN	MOUNTAIN VALLEY CONTRACTING					
							QUANTITY	AMOUNT	TOTAL TO	
TEMB		TEM DESCRIPTION	ਰ	QUANTITY	UNITERD	TOTAL BID	THIS PERIOD	DUE	DATE	
	9.24	End of Roadway Marker Sign, Post and Post Base		2.4	115.00	\$ 230.00	\$ 0	345.00	3.0	
	9.25	No Oulet Stgn, Post and Post Base	ð	*	165,00	\$ 330.00	**	•		
							•	,		
LD GENERA	D GENERAL CONDITIONS						**	,		
	10.01	Surveying	S	-	\$7,600.00	3,600.00	0.1	760.00	07	
	10.02	Materials Testing	S1	-	BY OWNER					
L	10.03	Traffic Control	SI	-	See Rem 3.10					
L	10.04	COOT Utility Permitting	ST	-	See Nem 3.11					
	10.06	Stormweler Penniling, Inspections & Reporting	81	**	1,265,00	\$ 1,265,00	0.1 \$	128.50	1.0	
	10.06	Project Watus Meetings	57	-	1,040.00	1,040.00	0.1	10.20	4	
	10.07	Mobilization	ST	*	3,885.00	3,385.00	0.2 \$	777.00	đ	
	10.08	Seridary Fedilities	81	-	475.00	\$ 475,00	0.4	47.50	\$	
	10.09	Contractor As-Built Drawings	67	-	840.00	\$ 840.00	0.2 \$	188.00 188.00	D.f	
							**	•		
							**			
					GRAND TOTAL - \$ 779,629.43	\$ 779,629.43	67	62,600.75		

ITEM #

	TOTAL TO DATE		43420	4,515.6	455.0	3 2	97					0.7	1					1.0	26.0		1.0	97	750.0						4	2 5	825.0		
3.46 3.46 3.46	AMOUNT			. ,	,	. •		. 1	62,600,75			,			62,600.75		•				•	•	, ,	,	,	82,80D.75		•	ı			ì	r
ESTINATE#6 PERIOD ENDING 35-Jul-13	QUANTITY THIS PERIOD	40 40	47 ¥	7 49	49 4	**	47 1	* **	**	67	44	44	P 49	49	60 (49	44	in an	45 (N 64	U D	60 1	19 11 9	40	67	**	vo v	**	ur e	**	40 41	49	45
	TOTAL BID		9 720 40		5,280.00	\$ (2.075.00)	\$ 550.00	\$ 6,149.20	\$ 785,778.63			6	700	\$ 680.00	\$ 786,658.63			\$ 1,850.00	\$ 330.00	426.00 326.60	\$ 5,850.00	1,038.00	\$ 2,362.50		\$ 14,986.10	\$ 801,644.73				1,045,00	\$ 7,425.00		\$ 9,587.30
WAC WATER	UNITRID			5.75	11.00	(2,075,00)	560,00	CHANGE ORDER TOTAL ==	NEW CONTRACT TOTAL ===>			200	022	CHANGE ORDER TOTAL ===	NEW CONTRACT TOTAL ====			1650	29	42B	5850	1028	3.15		CHANGE ORDER TOTAL ===	NEW CONTRACT TOTAL ===>			1	1015	es es	5	CHANGE ORDER TOTAL ==
	ацантт			1862 \$	# C C C C C C C C C C C C C C C C C C C	144 441 p- q-	(G)	CHANGE OF	NEW CONTR			,	•	CHANGE OF	NEW CONTR			+	40			-	750		CHANGE OF	NEW CONTR			,	• •	826	ŧ	CHANGEOR
	D TIND		2	n An	5 5	5 5	3					í	5					87	DAY	ম র	3 53	ָ פ	5 5						!	ള ഇ	<u> </u>	,	
PROJECT: Convnumity Hospidal Infrastructure - 12.246 OWARER: Community Hospidal ENGINEER: Austin Chil Group - Mark Austin CONTRACTOR: Mountain Valley Contracting, Inc.	REF# ITEM DESCRIPTION	CHANGE ORDER: COR-249-001 (1-15-13)	Section of the last man and the section of	Auditional Asphalt - 1/2" (Frivale Univa) Auditional Asphalt - 1" (23.344 Road)	Remove Infiguration Line Along 23 3/4	Defetion of the Valve	Installation of Additional 8" Stubs on MH B-10				CHANGE CRIDER: 002		Auditorial 428 on 6" (Variantine				CHANGE ONDER: 503	Provide Stating for Dry Utilities/Light Poles	Trench Plates al Construction Access Over Libity Franch	Herbicide in 23 3/4 Road under Pavement Louisside in Districts Description	Modify Stormweler Pend Grading	Provide 1" Conduit and 1" Sweeps	Provide 2" Conduit and 2" Sweeps Provide 3" SDR26 Impation Piping					CHANGE CRDER: 004		Provide Integrion Manhote 4-4 Changes Provide Integrion Manhote B-2 Chanses	Provide 6" Impelian Line Provide 3" Impelian Line		

PROJECT: Community Hospital Infrastrusture - 12.246
CWNER: 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	laute	QUANTITY UNIT BID		TOTAL BID	QUANTITY THIS PERIOD	AMOUNT DUE	TOTAL TO DATE
TICH B	NCT 9	The second from	-		-		\$		
				NEW CONTRACT TOTA	4L>	3 611,232.03	\$		
							\$	-	
		CHANGE ORDER: 006					\$	•	
							5	-	
		Provide Survey for Xcel Energy at southern property line (FO 98)	LS	1	250	\$ 250.00	\$	•	1.0
				CHANGE ORDER TO	TAL ===	8 250.00	\$	-	
						Tapana separa		1.0	
				NEW CONTRACT TOTA	4∐, ==⇒	\$ 811,482.03	\$	62,800.75	
							S		
		CHANGE ORDER: 005					\$	•	
		Furnish and Install new 24° RCP in of place 24" ADS to make connection	LF	55	50	\$ 2,750.00	2	-	55.0
		on Private Orive	L	30	30	2,15030	\$	-	
				CHANGE ORDER TO	TAL ===	\$ 2,750.00	\$	-	
				NEW CONTRACT TOTAL	il>	\$ B14.232.03	\$	82,600.75	
							\$	-	
		CHANGE ORDER: 005					5	-	
		Per RFI-12.246-012					\$		
		Remove material from bottom of utility trench and bring in clean	LS	1	1100	1,100.00	\$	-	1.0
		material from other on-site sources					\$	-	
				CHANGE ORDER TO	TAL ===	\$ 1,100.00	\$	-	
				NEW CONTRACT TOTA	NL	\$ 815,332.03	\$	62,600.75	
		CHANGE CERTS 445					3	-	
		CHANGE ORDER: 005					\$	-	
		Recompact Storm Drain due to change in proctor					\$	-	
		Note: Standard proctor passed, had to recompact due to moving to					\$	-	
		modified proctor					Š		
		WC#3920					\$	-	
		7.00	HR		65	\$ 196,00	\$		3.0
		T-28 R-10	HR	3 2	70		5		2.0
		T-22 (Service Truck)	HR	6	15	\$ 90.00	\$	•	6.0
		E-17	HR	3 2	150 70		8	-	3.D 2.D
		L-15	HK	2	70	\$ 140.00	8	:	2.0
		WO#3921					\$	-	
							\$	-	
		L-16 T-22 (Service Truck)	HR	5 7.5	85 15		\$:	5.0 7.5
		R-10	HR	2	70		\$	-	2.0
		E-17	HR	3	150	450.00	\$	•	3.0

TOTAL, TO DATE 2,252.0 2,252.0 1,868.0 1:0

82,680.75

CHANGE ORDER TOTAL == \$ 1,545,10

NEW CONTRACT TOTAL ==> \$ 828,433,98

1545 \$ 1,545.00

5

Replace unsultable material with on-site materials over inigation line. This includes hauding off material, loading clean material, and hauding material back in. Excevation and backfill are in imigation line thems

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500 0.1.0 1.0

1,225,00 38,75 235,00 150,00

24.5 \$ 38.75 \$ 235.45 \$ 150 \$

8---

5225

Remove and Replace culvert for sewer line installation 18° CMP 18° CMP Bands 18° CMP PES Equipment and Labor

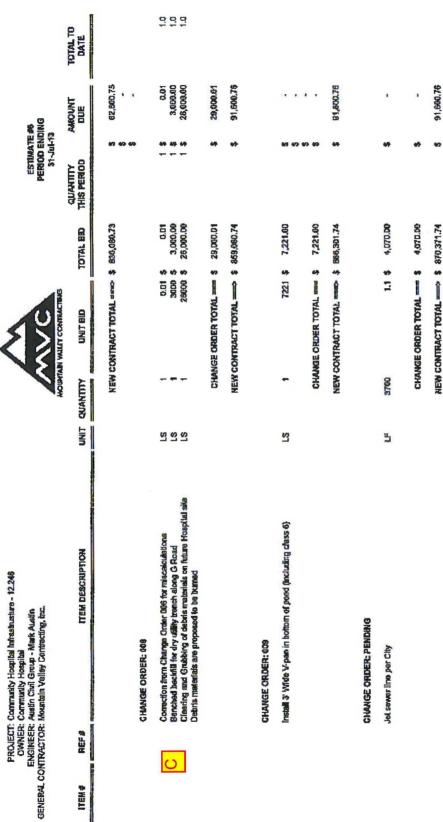
CHANGE ORDER: 007

1,646,75

CHANGE ORDER TOTAL === \$

TIMATE 100 ENG 11-JUL-13	QUANTITY AMOUNT THIS PERIOD DUE	**	*	\$ 62,500,75	***	• • • • • • • • • • • • • • • • • • • •	47	• • • • • • • • • • • • • • • • • • • •	•		•		473	, us	40	40	,	40	47	\$ 62,600.75	•	1	49	i sip	1 44	\$ 62,600.75	47	40	·	•
	TOTAL BID		2,142,50	817,474,53					43,640.00	13,419.30	48,444.65	(34,812,50)	(21,513.00)	(40,854,00)					6,414,45	823,888,98			3,000.00		3,000,00	826,686,98				
MODERAN WILLS CONTROCTING	UNIT BID		CHANGE ORDER TOTAL \$	NEW CONTRACT TOTAL \$ 817,474.53					20 \$	6,45 S	24.86 \$	-18.25 \$	-10.1 \$	-72 \$					CHANGE ORDER TOTAL === \$	NEW CONTRACT TOTAL ===> \$			\$ 000c		CHANGE ORDER TOTAL - \$	NEW CONTRACT TOTAL - \$ 826,888.98				
MANAGEMENT	QUANTITY		CHA	NEW					2182	2182	1869	2130	2130	1862					CHA	HEW			-		3	NEW				
	UNIT								Š	ž	Š	λS	አ	Š									S							
PROVECT: Community Hospital Infrastrusture - 12.246 OVINER: Community Hospital ENGNEER: Austin CMI Group - Mark Austin GENERAL CONTRACTOR: Mountain Valley Contracting, Inc.	ITEM# NEF# ITEM DESCRIPTION						CHANGE ORDER: 006		Furnish and Install 29.5° Class 3 Under 23 3/4 Road	Furnish and Install 6" Class 6 Under 23 3/4 Road	Install 5° Thick Asphalt (23 344)										CHANGE ORDER: 007		Additional Fill over Utility Trench (Freld Order 8)						CHANGE ORDER: 007	

TEM #





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.

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>

Grand Junction

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 \$\sum_{\text{SU-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 Name/Developer/Company

Community Hospital (continued)

2021 N 12th Street Address (Street and Mailing)

Address (continued)

Grand Junction, CO 81501 City, State & Zip Code

(970) 242-0920 Telephone Number

Fax Number

cthomas@gihosp.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

- 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.

ву:	
Clar Shom	Date: 9-16-13
Developer's Signature	
Developer's Name: Chris Thomas Title (position): President & CEO	
Corporate Attest:	
Chim Do Chan Othan	Date:
Signature	
City of Grand Junction	
250 North 5th Street	
Grand Junction, CO 81501	
a a	Date: 12-19-13
Project Planner Signature	

Public Works & Planning Dept. Signature

Date: 12-20-2013



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:

- 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.
- 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 <u>Colorado West Healthcare System</u> (dba Community Hospital) ("Developer"), <u>Alpine Bank</u> ("Bank") and the City of Grand Junction, Colorado ("City").

RECITALS

Developer has been required by the City to construct certain improvements to <u>G</u> 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 $\frac{1,146,071}{}$, 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 <u>Chris Thomas</u>, <u>President/CEO</u> (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 2th day of December	_, 20 <u>/2</u> .
(BANK) By: Title: Executive Vice President	225 N 5 th Street, Grand Junction, CO 81501 Address
By:	2021 N 12 th Street, Grand Junction, CO 81501 Address
CITY OF GRAND JUNCTION	
By:	

Director of Community Development

Pursuant to the terms of the foregoing Disbursement Agreement (Improvements Guarantee) by and between <u>Colorado West Healthcare System dba Community Hospital</u> Developer, <u>Alpine Bank – Grand Junction</u> 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	Cluse
(name)	(signature)
(name)	(signature)
(name)	(signature)
DEVELOPER'S GENERAL CONTRACTO	R:
(name)	(signature)
DEVELOPER'S PROJECT ENGINEER: Mark Austin	Mark
(name)	(signature)
DEVELOPER'S ARCHITECT:	
(name)	(signature)
CITY ENGINEER:	6 7/1
Eric Hahn	2 VW
(name)	(signature)

revised: December 7, 2012

