

ADDENDUM NUMBER 1

DATE: May 11, 2011

RE: 2011-0509 MCR Q Paving Project

FROM: Morgan County Government
218 West Kiowa Avenue, P.O. Box 596
Ft Morgan, CO 80701
(970) 542-3500, extension 1410

TO:

This Addendum forms a part of the Bidding Documents and modifies the original Documents. Receipt of the addendum must be acknowledged in the space provided below.

Changes: The Board of County Commissioners has determined to extend the bidding for "2011-0509 MCR Q Paving Project to enable those bidders who care to submit bids for recycled asphalt product.

The bid opening for this project has been rescheduled for June 2nd, 2011 at 9:00 a.m..

The following changes in the specifications are indicated in the attached Bid Schedule "1A" as follows: *Please note, the specifications have been revised and updated. The "Intent" has also been revised.

ACCEPTANCE OF ADDENDUM:

Receipt of the above addendum is hereby acknowledged by

this the _____ day of _____, 2011

END OF ADDENDUM

BID SCHEDULE 1A

MORGAN COUNTY 2011-0509 MCR Q PAVING PROJECT

Location: from MCR 11 to State Highway 52
Traffic Control to include signs and flagmen
*Close Road to Local Traffic Only

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
5.435 MILES by 30' wide (28,700 feet) Hot Mix Asphalt, Grade SX PG 64-22 Binder 75 Gyration	16,000	Tons 1" Leveling Course 2" Overlay	\$ _____ /Ton Tack Coat each level	\$ _____

***ALL WORK to conform to CDOT 2011 Standard Specifications**

ALTERNATIVE:

5.435 MILES by 30' wide (28,700 feet) Hot Mix Asphalt, Grade SX with RAP PG 64-22 Binder 75 Gyration	16,000	Tons 1" Leveling Course 20% RAP 2" Overlay 20% RAP	\$ _____ /Ton Tack Coat each level	\$ _____
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***ALL WORK to conform to CDOT 2011 RAP specifications**

***The use of recycled asphalt shingles (RAS) are not allowed. If shingles are detected in the mat, it is subject to remove and replace and contract termination**

Scope of Project shall include: Grind out and taper in at CR 11; Grind out humps at Bridge by CR 10; Grind back taper at CR 8 (20' each end); Grind back taper at Bijou Bridge (20' each end); Taper Out at all intersections, minimum of 3 feet

****Morgan County will complete all shoulder work**

****PLEASE CONTACT DICK EARLY AT (970)768-5804 or JOHN GOODMAN AT (970)768-5801 to further inspect project onsite for specifics**

QUALITY CONTROL TESTING REQUIRED: For quality assurance, Morgan County shall be responsible for a density and rice test once a day as well as testing every 500 tons of the mix.

TOTAL BID \$ _____

NOTICE: Payment will be made on the basis of Plan Quantities. No additional request for payment shall be made except as per approved change order.

The following documents are attached to and made a condition of this bid:

*Bid Security in the amount of five percent (5%) of the Total bid.

Signature of Bidder: _____

Company Name: _____

Phone : _____

Fax: _____



AMENDED
INVITATION TO BID
"2011-0509 MCR Q PAVING PROJECT"

The Board of County Commissioners has rescheduled the bid opening date to receive sealed bids (NO FAX BIDS) for the "2011-0509 MCR Q PAVING PROJECT" until 9:00 A.M. Thursday, June 2, 2011 at the office of the County Commissioners, 218 W Kiowa Avenue, Fort Morgan, Colorado at which time and place all bids will be publicly opened and read aloud at the location of 231 Ensign, Basement, Fort Morgan, CO 80701.

Copies of the revised bidding documents including any addendums and revised bid schedules may be obtained from the Administrative Services Department at 218 West Kiowa Avenue, Fort Morgan, CO and also on the Morgan County Website at www.co.morgan.co.us.

All bids shall be submitted in writing and signed by the bidder or an authorized agent, and must include the bidders address and phone number. All bids must be clearly marked "2011-0509 MCR Q PAVING PROJECT" and submitted in a sealed envelope to:

Susan Bailey
Administrative Services Manager
218 West Kiowa Avenue
P.O. Box 596
Fort Morgan, CO 80701

The Board of County Commissioners reserves the right to reject or accept any or all bids and to waive any formalities.

Susan L. Bailey
Administrative Services Manager
Morgan County, Colorado

“2011-0509 MCR Q Paving Project”
REVISED SPECIFICATIONS

The Board of County Commissioners has rescheduled the bid opening date to receive sealed bids for paving projects until 9:00 A.M. on Thursday, June 2, 2011 at the Administrative Services Office, 218 West Kiowa Ave, Fort Morgan, CO 80701, at which time and place all bids will be opened and read aloud at the location of 231 Ensign, Basement, Fort Morgan, CO 80701.

GENERAL INSTRUCTIONS:

A bidder shall not stipulate in his/her proposal any conditions not contained in the specifications, unless specifically requested in the special instructions. Any bid which fails to comply with the literal letter of these instructions and specifications may be rejected forthwith.

Bids shall be typewritten or written in ink on the form prepared by the County. The person signing the bid shall initial all corrections or erasures.

In submitting the bid, the vendor agrees that acceptance of any bid by the County within reasonable time or period institutes a contract. No delivery shall become due or be accepted unless the Purchasing Agent of Morgan County has first issued a purchase order.

It is understood the Board of Morgan County Commissioners reserves the right to reject any or all bids and to waive any formalities, and to accept the bid in the opinion of the Board, is in the best interest of Morgan County, State of Colorado.

Any discount allowed by the vendor for prompt payment etc. must be reflected in the bid, and not be entered as a separate pricing on the bid.

INTENT:

According to Bid Schedule IA, Morgan County intends to receive bids to pave a total of 5.435 miles from MCR 11 to State Highway 52 MCR Q. Please refer to Schedule 1A for detailed specifications of project. This project shall be bid in its entirety for the complete paving project as set forth in Schedule IA. Failure to complete any portion of the bid form may be deemed just cause for rejection of a bid. Any questions should be directed to John Goodman at (970) 542-3560 or (970) 768-5801 or Dick Early at (970) 542-3560 or (970) 768-5804.

BID SECURITY:

Each Bid must be accompanied by a Bid Security made payable to the Owner in an amount of five percent (5%) of the bidders maximum bid price, and in the form of a certified check, bank check, or a bid bond issued by a surety contingent upon award.

QUALITY CONTROL:

For quality assurance, Morgan County shall be responsible for a density and rice test once a day as well as testing every 500 tons of the mix.

DELIVERY:

Project is to begin no later than June 30th, 2011 and completion date to be no later than August 31, 2011.

CONSTRUCTION CONTRACT

1. PARTIES.

This Construction Contract (the "Contract"), dated as of _____, is between Morgan County, Colorado (hereinafter called "County") by and through its Board of County Commissioners (hereinafter called "Board"), and _____, (hereinafter called "Contractor"). For purposes of this Contract, the address of County shall be:

Morgan County Board of County Commissioners
P.O. Box 596
Fort Morgan, Colorado 80701

For purposes of this Contract, the address of Contractor shall be:

2. CONTRACT DOCUMENTS.

2.1 The entire contract between the parties concerning the Project (as hereinafter defined) shall consist of and include:

- 2.1.1. Advertisement for Bids;
- 2.1.2. Specifications for the 2011-0509 MCR Q Paving Project;
- 2.1.3. Contractor's Bid Proposal, including any amended portions thereof accepted and approved by Morgan County;
- 2.1.4. Notice of Award;
- 2.1.5. Construction Contract;
- 2.1.6. Notice to Proceed;
- 2.1.7. Construction Plans consisting of 1 sheets; (Bid Schedule 1)
- 2.1.8. Addendum Nos. 1 and dated May 11, 2011;
- 2.1.9. Change Order forms; and
- 2.1.10. Payment and Performance Bond, if required by Section 5.2 hereof.

all of which shall consist of and be referred to as the "Contract Documents."

2.2. The provisions of the Specifications for the 2011-0509 MCR Q Paving Project and the Construction Plans shall take precedence over any conflicting provisions in the proposal documents or other Contract Document.

2.3. Anything mentioned in the Specifications and not shown on the Construction Plans, or shown on the Construction Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between the Construction Plans and the Specifications or in case of discrepancy in the figures in the Construction Plans or in the Specifications, the matter shall be promptly submitted to the Project Administrator (as hereinafter defined) who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at his own risk and expense.

2.4. As used herein, the term "Project Administrator" shall refer to such person as the Board of County Commissioners may, from time to time, designate as County's representative. The initial Project Administrator shall be Dick Early. All changes in the designation of the Project Administrator shall be made in writing signed by the Chairman of the Board of County Commissioners and sent to Contractor at the address set forth in Section 1 above by U.S. Mail, first-class postage prepaid. It is intended, and hereby permitted, that the Project Administrator may delegate the responsibility for inspecting the work on the Project to other County employees and agents but only the Project Administrator shall have the right and power to accept or reject work on materials on the Project or otherwise exercise the discretion of the Project Administrator provided for herein.

2.5. As used herein, the term "Architect" shall mean the individual or entity responsible for preparation of the plans and specifications for the project.

3. SCOPE OF WORK.

Contractor shall furnish all of the necessary supervision, materials, tools and supplies and perform all of the labor and other services necessary to complete the work set forth in the Specifications for 2011-0509 MCR Q Paving Project and as described and required by the Contract Documents and referred to herein as the "Project."

All workers shall be competent and have sufficient skill, knowledge and experience in their class of work and operation of equipment, to perform all work properly and satisfactorily.

Contractor agrees to do the work in a first class, substantial and workmanlike manner to the satisfaction of County in strict accordance with the provisions of the Contract Documents, including the Construction Plans and Specifications.

4. TIME OF COMPLETION.

Contractor shall commence the work required by the Contract Documents within ten (10) days of receipt of the Notice to Proceed and shall complete the Project not later than August 31, 2011. Contractor agrees that the completion of the Project within the time as set forth herein is of the

essence and agrees to proceed with due diligence, taking all precautions and making all necessary arrangements to insure the completion of the work within the prescribed time period.

If Contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this Contract, or any extension thereof, or fails to complete said work within such time, County may, by written notice to Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a delay. In such event, County may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and use any or all materials, appliances and plant as may be on the site of the work and necessary therefore. Whether or not Contractor's right to proceed with the work is terminated, he and his sureties shall be liable under the terms of the Payment Bond and Performance Bond for Contractor's refusal or failure to complete the work within the specified time.

Contractor's right to proceed shall not be so terminated nor Contractor charged with resulting damage if Contractor be delayed at any time in the progress of the work by any negligent act of County, County employee or agent, or by changes ordered in the work, or by strikes, lock-outs, fire, unusual delay in transportation, unavoidable casualties or other causes beyond Contractor's control. Inability to purchase the required materials listed in Contractor's Proposal shall not be considered to be "beyond Contractor's control."

If delay is due to a cause beyond Contractor's control, the time of completion of the work shall be extended for a period equal to such portion of the period of delay as Contractor shall be able to show he could not have avoided by exercise of due diligence; provided, however, that in no event shall the time for Contractor's completion of the Project be extended beyond 30 days from original completion date. Contractor shall advise County in writing within three (3) days from the beginning of such delay and shall file a written claim for an extension of time within seven (7) days after the period of delay has ceased.

5. LIQUIDATED DAMAGES/BONDING.

5.1. If Contractor fails to complete the Project by the Completion Date, County will incur damages which are presently difficult to compute. County and Contractor agree that, in the event Contractor does not complete the work by the Completion Date, as that date may be modified in writing by change order, County shall be entitled to damages which the parties agree to liquidate at \$100 per day for each day the Project remains unfinished beyond the Completion Date.

5.2. In the event that the Compensation to be paid to Contractor for the Project, as set forth in the first paragraph of Section 6 hereof, exceeds \$50,000, the Contractor shall deliver properly executed and issued payment and performance bonds meeting the requirements of C.R.S. § 38-26-105 in the penal sum of the amount set forth in Section 6.

6. COMPENSATION.

As consideration for the completion of the Project as required by the Contract Documents, County shall pay to Contractor the sum of _____ which amount shall be payable as follows:

6.1. Progress payments shall be made upon application of Contractor to be made not more frequently than every two weeks during the Project. Payments shall be based upon the cost of labor and materials incorporated in the Project and materials suitably stored on the site as estimated by Contractor and approved by the Project Administrator.

6.2. At the time of an application for a progress payment, Contractor shall submit to the Project Administrator an itemized statement supported by receipts or vouchers showing payment for materials, labor and subcontracts; a description of the work completed; and Contractor's estimate of the percentage of completion of the Project represented by the payment application.

6.3. Within fifteen (15) days after receiving a complete application for progress payment and all required supportive information, County shall pay to Contractor ninety percent (90%) of the amount shown in the application and approved by the Project Administrator. The remaining ten percent (10%) shall be paid upon the issuance of the Certificate of Completion, and after advertisement of final payment required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

6.4. If materials stored at the Project site are paid for by County, title to such materials shall vest in Morgan County. If such materials are stolen, lost or damaged before their incorporation into the Project, they shall be replaced at Contractor's sole expense.

7. TAXES.

Construction and building materials sold to Contractor and subcontractors for use on structures, roads, streets, highways, and other public works owned by Morgan County are exempt from Colorado sales and use taxes. However, such materials may be subject to any sales taxes imposed by local cities and counties and other local taxing authorities.

Contractor and subcontractors shall apply to the Colorado Department of Revenue for certificates of exemption indicating that their purchase of construction or building materials is for a public project. Completed copies of Application for Exemption Certificate with the approval of the Colorado Department of Revenue noted thereon should be delivered to Morgan County prior to issuance of the Notice to Proceed. Contractor agrees to secure from each subcontractor copies of that subcontractor's approved Application and furnish a copy to County. Bidders shall not include in proposals the exempt Colorado sales and use taxes.

8. INDEMNIFICATION AND INSURANCE.

Contractor shall indemnify and hold harmless County, the Board and its agents and employees from and against any and all claims, damages, loses, injuries and expenses, including attorney's fees, arising out of or resulting from the performance of the work on the Project.

Contractor shall procure and maintain, at his own expense, until completion of all work and acceptance thereof by County, all of the insurance coverages required below. Contractor shall furnish County with a certificate of such insurance acceptable to County. Such certificate shall be issued to County and shall provide for ten (10) days written notice of cancellation or material change in coverage. The certificate shall be filed prior to the start of any work on the Project.

8.1. Liability Insurance. Contractor shall procure and maintain Comprehensive General Liability, including completed operations, contractual liability and automobile liability insurance affording coverage for all claims for bodily injury including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by Contractor or by subcontractors under him or anyone directly or indirectly employed by Contractor or by a subcontractor under him. Such insurance shall provide limits of liability of not less than one million dollars (\$1,000,000.00). Contractor shall furnish current certificates of insurance which shall include a provision that the insurance will not be canceled without ten (10) days prior notice to County. All such insurance shall be written on a Comprehensive Form of Policy. All such insurance shall name as insured Morgan County and Contractor as an additional insured.

8.2. Worker's Compensation Insurance; Unemployment Insurance; and Income Tax Withholding. Contractor shall procure and maintain Worker's Compensation Insurance at his own expense during the life of this Contract, including occupational disease provisions for all of his employees. Contractor shall also require each subcontractor to furnish Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees, otherwise he accepts full liability and responsibility for subcontractor's employees. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Worker's Compensation statute, Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected. **Neither the Contractor nor any employee of Contractor shall be entitled to unemployment insurance benefits through the County and the Contractor shall be obligated to pay any federal or state income taxes due with respect to any sum payable by County hereunder.**

9. SUBLETTING OF CONTRACT.

Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this Contract, or of his right, title or interest therein, without the written consent of County, which consent may be withheld without cause.

Contractor may utilize the services of specialty subcontractors on those parts of the Project which, under normal contracting practices, are performed by specialty subcontractors.

Contractor shall not award work to subcontractors in excess of fifty percent (50%) of the contract price without prior written approval of County.

Contractor shall be fully responsible to County for the acts and omissions of his subcontractors and of persons directly employed by them, as he is for the acts and omissions of persons directly employed by him.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Project to bind the subcontractors to Contractor by the terms of the Contract Documents and to give Contractor the same power as regard terminating any subcontract that County may exercise over Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County.

10. WARRANTY.

Contractor warrants to County that all equipment and materials to be furnished under this Contract shall be free from all defects in workmanship and materials.

Contractor shall remove from the Project area all work or materials rejected by the Project Administrator for failure to comply with the Contract Documents, whether incorporated in the construction or not. Contractor shall promptly replace the materials or re-execute the work in accordance with the Contract Documents and without expense to County which are or become defective due to such defects within one (1) year after date of receipt by County. Contractor shall also bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

Should Contractor fail to proceed promptly in accordance with this warranty, County may have such work performed at the expense of Contractor.

11. PRE-CONTRACT EXAMINATION.

Before submitting his proposal, Contractor examined all Construction Plans and the entire and complete Specifications and became well and fully informed as to the materials and character of work required, the relationship of all the particular parts of the work.

After execution of this Contract, no consideration will be granted for any misunderstanding of the materials to be furnished or the work to be done, it being mutually understood that the tender of the proposal carried with it an agreement to this end and all other conditions mentioned in this Contract and the Specifications, and implied a full and complete understanding of them and all Construction Plans, drawings, notes, indications and requirements.

Should anything be omitted from the Construction Plans or Specifications necessary to the proper completion of the work herein described, it shall be the duty of Contractor to so notify County

before signing this Contract, and in the event of the failure of Contractor to give such notice, he shall make good any damage or defect in his work caused thereby without extra charge. No allowance will be made for lack of full knowledge of all conditions, except such underground conditions as are determined after commencement of the work and were unknown to Contractor.

12. ACCESS AND INSPECTION.

County and the Project Administrator shall at all times have access to the work. Contractor shall provide proper facilities for such access and for inspection of the work. The Project Administrator is, in the first instance, the judge of the performance of the Contract as it relates to compliance with the Construction Plans and Specifications, quality of workmanship and material.

All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Project Administrator may order that portions of the work be uncovered, exposed or made available for observations, inspection or testing. Contractor shall provide all necessary labor, materials, tools and equipment to comply with the Project Administrator's order. If such portion of the work is determined to be defective, Contractor shall bear all costs involved, including the cost of reconstruction. If such portion of the work is determined to be in substantial compliance with the Contract Documents, Contractor shall be compensated in accordance with Section 16 (Changes and Additional Work).

13. MEASUREMENTS.

Contractor shall verify all measurements at the site. All dimensions shown for existing work and all dimensions required for work that is to connect with work now in place shall be verified by Contractor by actual measurement of the existing work. Any discrepancies between the contract requirements and the existing conditions shall be referred to the Project Administrator before any work affected thereby has been performed. No compensation will be allowed for differences between actual dimensions and those indicated on the Construction Plans. Differences shall be submitted to the Project Administrator for consideration before proceeding with work, and in the event of the failure of Contractor to so notify the Project Administrator, Contractor shall make good any damage or defect in this work caused thereby, without extra charge to County.

14. NON-DISCRIMINATION.

During the performance of this Contract, Contractor agrees as follows:

14.1. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age. Contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to the above mentioned characteristics. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; lay-offs or

terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contractor setting forth provisions of this non-discrimination clause.

14.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap, or age.

15. LABOR AND MATERIALS.

In accordance with the laws of Colorado, Colorado labor shall be employed to perform the work to the extent of not less than eighty percent (80%) of each type or class of labor in the several classifications of skilled and common labor employed on the Project. The term "Colorado labor" shall mean any person who has been a bona fide resident of the State of Colorado for a period of not less than one (1) year.

The selection of materials and equipment for the work shall be in accordance with the laws of Colorado which read substantially as follows:

“Preference is hereby given to Colorado labor and to supplies, materials, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitors outside of the State.”

16. EMPLOYMENT OF ILLEGAL ALIENS, GIFTS, and NO BID RESTRICTIONS.

16.1 Illegal Aliens: If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *and following*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Colorado Department of Labor and Employment Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract. By executing this contract the contractor/consultant certifies compliance with all federal and state requirements regarding the employment of illegal aliens. Failure to comply with these regulations is a substantial breach of this contract and may be grounds for cancellation of this contract with no right to cure.

16.2 Gifts: To the extent required by the law, Contractor certifies that it is familiar with the provisions of Article XXIX of the Colorado Constitution (also known as Amendment 41) regarding gifts and is compliant with the provisions of this Article.

17. PROTECTION OF WORK AND PROPERTY.

Contractor shall continuously maintain adequate protection of his work and materials, protect the property on which the Project is to be constructed from injury or loss arising in connection with the Contract and adequately protect adjacent property as provided by law and Contract Documents.

Contractor shall at all times conduct his work so as to assure the least possible obstruction to traffic and adjacent residents. The safety and the protection of persons and property of the general public and residents along the street, highway and areas adjacent to the work shall be provided for by Contractor.

Contractor shall make good any damage, injury or loss, except such as may be:

- a. directly due to errors in the Contract Documents;
- b. caused by agents or employees of County; or
- c. due to causes beyond Contractor's control and not due to his fault or negligence.

Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of federal, state, municipal, county or any other political subdivision's safety laws and building codes to prevent accident or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall take all other action necessary to assure the safe passage of pedestrians and automobiles.

18. CHANGES AND ADDITIONAL WORK.

County may order changes within the scope of the work without invalidating this Contract. Such changes may be made without notice to the Surety and the Surety shall not be released therefrom. Such changes shall not require work beyond the geographical limits of the original Project unless the Contract is modified. An increase or decrease in the unit cost or completion time requires an equitable adjustment and a change order shall be authorized by the Project Administrator.

No deviations from the Construction Plans and/or Specifications will be permitted except those specifically authorized by a written change order issued and signed by the Project Administrator. Any completely executed change order shall be considered authorization to proceed with the additional work. If Contractor proceeds without this authorization, he shall forfeit any claim for additional compensation for the work so performed.

If County deems it expedient to correct damaged work or work not performed in accordance with this Contract, an equitable deduction from the contract price may be authorized by change order.

19. PARTIAL ACCEPTANCE.

During the prosecution of the Project, Contractor may substantially complete a unit or portion of the Project. Contractor may request County's Project Administrator to make a final inspection of that portion of the Project. If the Project Administrator finds, upon inspection, that the work has been satisfactorily completed in compliance with the Contract Documents, he shall accept the work as being completed and Contractor shall be relieved of further responsibility for that work. Such partial acceptance shall in no way void or alter any terms of this Contract.

20. FINAL INSPECTION, ACCEPTANCE AND SETTLEMENT.

When the work is complete and ready for final inspection, Contractor shall file a written notice with the Project Administrator that the work, in the opinion of Contractor, is complete under the terms of this Contract.

Within ten (10) days after Contractor files written notice that the work is complete, the Project Administrator and Contractor shall make a "final inspection" of the Project to determine whether the work has been completed in accordance with the Contract Documents. A final list shall be made by the Project Administrator in sufficient detail to fully outline to Contractor:

- a. Work to be completed, if any;
- b. Work not in compliance with the Construction Plans or Specifications, if any; and
- c. Unsatisfactory work for any reason, if any.

Four (4) copies of the list will be counter-signed by the Project Administrator and will then be transmitted to Contractor (two copies) and County (two copies).

County shall not authorize final payment until all items on the list have been completed, a certificate of completion issued, and the notice of final payment as required by C.R.S. § 38-26-107 has been published and all applicable time periods under C.R.S. § 38-26-107 have expired.

Before County is required to advertise, Contractor shall deliver to County all guarantees and warranties, all statements to support Colorado sales and use tax refunds, if applicable, one (1) set of as-built drawings showing all job changes, and demonstrate to the operating personnel of County the proper operation and maintenance of all equipment which is a part of the Project.

Upon completion of the foregoing, the Project shall be advertised by a notice of Contractor's settlement by two (2) publications of the notice, the last publication appearing at least ten (10) days prior to the time of final settlement. On the date of final settlement thus advertised, and after Contractor has submitted a written notice to County that no claims have been filed, payment and settlement shall be made as provided in C.R.S. § 38-26-107.

If any unpaid claim for labor, materials, supplies, equipment or damages to third parties filed before payment in full of all sums due Contractor, County shall withhold from Contractor sufficient funds to insure the payment of such claim until the same shall have been paid or withdrawn, such payment or withdrawal evidenced by filing a receipt in full or an order for withdrawal signed by the claimant or his duly-authorized agent or assignee.

21. CANCELLATION OF CONTRACT.

Failure of Contractor to comply with any of the requirements of this Contract and the Specifications may be considered as evidence of the inability on the part of Contractor to maintain the quality and service standards deemed necessary and shall be sufficient cause for the cancellation of this Contract and the initiating of legal action against the Performance Bond of Contractor.

22. INTEGRATION; VENUE AND JURISDICTION.

This Contract shall be binding on and inure to the benefit of the parties hereto, their respective successors and assigns, and shall not be deemed to be for the benefit of or enforceable by any third party. This Contract constitutes the entire agreement between the parties concerning the work described in the Scope of Work and may not be amended except by a written document executed by both parties hereto. This Contract shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties hereby agree that venue and jurisdiction for all actions taken with respect to this Contract shall be in the United States District Court for the District of Colorado or in the Thirteenth Judicial District of the State of Colorado.

ATTEST:

Connie Ingmire
Morgan County Clerk

COUNTY

By: _____
Chairman
Board of County Commissioners
of Morgan County, Colorado

CONTRACTOR:

By: _____
(signature)

(printed name)

Title: _____

NOTICE TO PROCEED

To:

Date:

You are hereby authorized to proceed on _____ with the '2011-0509 MCR Q Paving Project' in accordance with the Contract Documents and your proposal. The work shall begin no later than ten (10) days after the date of this Notice.

County's Project Administrator for this project is Dick Early/John Goodman. All change orders, payment requests, communications, etc. should go through his office.

MORGANCOUNTY, COLORADO

By _____
Chairman
Board of County Commissioners

CONTRACT CHANGE ORDER

Change Order No.: _____ Date: _____

Contract for: _____

Owner: MorganCounty, Colorado
 P.O. Box 596
 Fort Morgan, CO 80701

To:

You are hereby requested to comply with the following changes from the contract plans and specifications:

<u>Description of Changes</u>	<u>Decrease in Contract Price</u>	<u>Increase in Contract Price</u>
	\$ _____	\$ _____
Totals:	\$ _____	\$ _____
Net Change in Contract Price:	\$ _____	\$ _____

Justification:

The sum of \$ _____ is hereby (added to) (deducted from) the total contract price.

The time provided for completion is (increased) (decreased) (not changed) by _____ working days.

This document will become a supplement to the contract and all provisions will apply hereto.

Recommended: _____
 _____, Project Administrator

Date: _____

Accepted: _____
 _____, Contractor

Date: _____

NOTICE OF AWARD

To:

Date:

Morgan County has reviewed the bid proposal submitted by you for the ‘2011-0509 MCR Q Paving Project’ as referred to in its Advertisement for Bids.

You are hereby notified that your bid proposal in the amount of _____ has been accepted. You are hereby required, within ten (10) days hereof, to furnish:

- 1. two signed original copies of the Contract;
- 2. those certificates of insurance required by Section 8 of the Contract;
- 3. a fully-executed Payment Bond, if required by Section 5.2;
- 4. a fully-executed Performance Bond, if required by Section 5.2; and
- 5. a certificate of exemption if required by Section 7 of the Contract.

If you comply with the above requirements, you will receive a Notice to Proceed entitling you and requiring you to commence work on the project. If you fail to provide the above-required documents, the County will be entitled to consider all of your rights arising out of this Notice as abandoned, forfeited and at an end.

You are required to return an acknowledged copy of this Notice to the County.

BOARD OF COUNTY COMMISSIONERS
MORGAN COUNTY, COLORADO

By: _____
Chairman
Board of County Commissioners

Receipt of the foregoing Notice of Award is hereby acknowledged:

By: _____
Title: _____

Date: _____