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CONTRACT DOCUMENTS

ROADWAY IMPROVEMENT PROJECT

RUNNING BROOK ROAD, ELBERT COUNTY

CONTRACT DOCUMENTS – ROADWAY IMPROVEMENT PROJECT – RUNNING BROOK ROAD, ELBERT COUNTY

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SECTION 0100 - INVITATION TO BID

RESERVED

END OF SECTION

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SECTION 0200 - INSTRUCTION TO BIDDERS

RESERVED

END OF SECTION

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RESERVED

END OF SECTION

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SECTION 0400 - BID BOND

RESERVED

END OF SECTION

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SUBCONTRACTOR LISTING

The following information is submitted for each subcontractor that will be used in the work if the Bidder is awarded the Agreement. Additional numbered pages shall be attached to this page as required. Each page shall be headed "SUBCONTRACTOR LISTING" and signed. All work to be subcontracted over $10,000 shall be listed.

Amount of Subcontract	Name and Address of Subcontractor	Portion of Work	Percentage of Total Agreement Price

Signature

END OF SECTION

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MATERIAL AND EQUIPMENT SUPPLIER LISTING

The following information is submitted for each major supplier of material and each manufacturer and supplier of equipment for manufacturers and suppliers of major items of material, equipment and systems to be used in the work if the Bidder is awarded the contract.

Specification Section No.	**Material or Equipment Description**	**Manufacturer and Supplier**

The Surety who will be the Surety on the Performance Bond and Labor and Materials Payment Bond will be

_____

_____

_____

_____

_____

_____

_____
Signature

END OF SECTION

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AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2015, by and between Elbert County, hereinafter referred to as "Owner," and Sun Construction Inc., hereinafter referred to as "Contractor."

In consideration of the mutual covenants, agreements, conditions and undertakings hereinafter specified, Owner and Contractor agree as follows:

PART 1 CONTRACTOR'S AGREEMENT AND SCOPE OF WORK

A. Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all Work required for the construction of the Project in strict compliance with the Contract Documents as herein defined. The Project Scope of Work is generally described as follows: The furnishing, mixing and compacting recycled asphalt (as approved by the Owner) into the gravel road surface over up to 1.6 miles of Running Brook Road, improving specified roadside ditches and culverts along Running Brook Road and adjacent segments and other shaping and grading within the road segment right of way.

PART 2 CONTRACT DOCUMENTS

A. The "Contract Documents" which comprise the entire agreement and contract between Owner and Contractor and which are attached to this Agreement and are incorporated herein by this reference, consist of:

1. This Agreement and any Amendments thereto;

2. Performance Bond;

3. Labor and Materials Payment Bond

4. Certificates of Insurance;

5. Notice of Award;

6. Notice to Proceed;

7. General, Supplementary and Technical Conditions;

8. Any Modifications, Addenda, Change Orders, Field Orders or other such revisions properly authorized after execution hereof; and

9. Notice of Substantial Completion and Notice of Final Completion and Acceptance.

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B. There are no Contract Documents other than those listed above in this Part 2. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in the General Conditions). In the event of a conflict between this Agreement and the General Conditions, this Agreement shall control.

C. The Contract Documents are complementary and what is required by one shall be as binding as if required by all.

PART 3 ENGINEER AND OWNER'S REPRESENTATIVE

A. The Project has been coordinated by Enertia Consulting Group, LLC, (hereinafter called "Engineer"), who will assume all duties and responsibilities of and who will have the rights and authority assigned to Engineer in the Contract Documents.

B. Owner's Representative is Enertia Consulting Group, LLC (hereinafter called "Owner's Representative"), who will assume all duties and responsibilities of, and who will have the rights and authority assigned to Owner's Representative in the Contract Documents. Owner's Representative will make himself available to perform its services under the Contract Documents. Owner's Representative may also undertake some duties and responsibilities assigned to Engineer.

PART 4 AGREEMENT PRICE

A. For the performance of Work and completion of the Project as specified in the Contract Documents, Owner shall pay Contractor a maximum of Two Hundred Seventy Seven Thousand Five Hundred Thirty Eight Dollars ($277,538.00), in accordance with the Contract Documents. The Agreement Price shall be subject to adjustment for changes in the Project, if approved by Owner and Contractor as hereinafter provided, and for changes in quantities, if bid on a unit-price basis in the Bid Form, which shall be verified by Engineer.

PART 5 CONTRACT TIME

A. Contractor shall commence performance on the Project within ten (10) days after receipt of written Notice to Proceed. The Work will be completed according to the following schedule:

1. **Startup of all Major Equipment: 10 days from Notice to Proceed**

2. **Substantial Completion (ready for Punchlist): 30 days from Notice to Proceed**

3. **Punchlist Complete: 10 days from receipt of Punchlist**

B. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if Project is not substantially completed within the time specified in Part 5 A., above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense, and difficulties

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involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if Project is not substantially completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner in accordance with the following:

1. **Late Startup of all Major Equipment: $1,000 per day**

2. **Late Substantial Completion (ready for Punchlist): $1,000 per day**

3. **Late Punchlist Complete: $1,000 per day**

PART 6 PAYMENT PROCEDURES

A. On or before the twenty-fifth (25th) day of each month, Contractor shall submit an Application for Payment for the preceding month, in accordance with the General Conditions. Applications for Payment will be reviewed and processed by Engineer and Owner's Representative as provided in the General Conditions.

B. Subject in all events to the following retainage provisions and the other rights of the Owner to retain amounts, Owner shall make progress payments on the basis of Contractor's Applications for Payment, as recommended by Owner's Representative, by the end of the following month (the "Due Date").

1. If, in the opinion of the Owner, the Contractor is satisfactorily performing this Agreement, progress payments shall be in an amount equal to ninety-five percent (95%) of the calculated value of completed Work, less the aggregate payments previously made. If, in the opinion of Owner, satisfactory progress is not being made on the Project, or if a claim is filed under Section 38-26-107, Colorado Revised Statutes, Owner may retain such additional amounts as may be deemed reasonably necessary by Owner to assure completion of the Work or to pay such claims and any engineer's and attorney's fees reasonably incurred or to be incurred by Owner in defending or handling such claims. Subject to the foregoing, the withheld percentage of the Agreement Price may be retained until this Agreement is completed satisfactorily and the Project is finally accepted by Owner in accordance with the provisions of the Contract Documents. Progress payments shall not constitute final acceptance of the Work.

2. Payments will be made for materials stored on-site in accordance with Part 14.01 B of the General Conditions.

C. Upon the resolution of all claims, if any, filed pursuant to Section 38-26-107, C.R.S., Owner shall make final payment, including release of any retainage, to Contractor as recommended by Engineer, and in accordance with the Contract Documents and Section 38-26-107, C.R.S., within sixty (60) days.

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PART 7 CONTRACTOR'S REPRESENTATIONS

A. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

1. Contractor is familiar with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and Federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of Project.

2. Contractor has carefully studied the Site and has performed all necessary investigations, tests, subsurface investigations to define the latent physical conditions of the construction Site affecting cost, progress, or performance of Project.

3. Contractor has made or caused to be made examinations, investigations, and tests and studies of such reports and related data as Contractor deems necessary for the performance of Project at the Agreement Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents.

4. Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

5. Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

6. Contractor certifies that less than fifty percent (50%) of the work has been subcontracted.

PART 8 OWNER'S REPRESENTATIONS

A. Owner makes the following representations:

1. This Agreement is subject to the provisions of Section 24-91-103.6, C.R.S., as amended. Owner has appropriated money equal to or in excess of the Agreement Price. This Agreement is subject to annual appropriation by Owner.

2. Owner will not issue any Change Order or other form of order or directive by Owner requiring additional compensable work to be performed by Contractor, which work causes the aggregate amount payable under the Agreement to exceed the amount appropriated for the original Agreement Price unless Contractor is given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in this Agreement. By executing a Change Order which causes an increase in the Agreement Price, Owner represents to Contractor

that Contractor is being given written assurance by Owner that lawful appropriations to cover the costs of the additional work have been made. Any claim for additional compensation shall be in full compliance with Section 24-91-103.6(4), C.R.S., as amended.

PART 9 MISCELLANEOUS

A. Terms used in this Agreement which are defined in Part 1 of the General Conditions shall have the meanings indicated in the General Conditions.

B. Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of Owner, specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The terms of this Agreement, and all covenants, agreements, and obligations contained in the Contract Documents shall inure to and be binding upon the partners, legal representatives, successors, heirs, and permitted assigns of the parties hereto.

C. If any term, section or other provision of the Contract Documents shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, section or other provision shall not affect any of the remaining provisions of the Contract Documents, and to this end, each term, section and provision of the Contract Documents shall be severable.

D. No waiver by either party of any right, term or condition of the Contract Documents shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of the Contract Documents.

E. None of the remedies provided to either party under the Contract Documents shall be required to be exhausted or exercised as a prerequisite to resort to any further relief to which such party may then be entitled. Every obligation assumed by, or imposed upon, either party hereto shall be enforceable in accordance with Part 21 of the General Conditions. The Contract Documents shall be construed in accordance with the laws of the State of Colorado, and particularly those relating to governmental contracts.

F. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

G. This Agreement, together with the other Contract Documents, constitutes the entire agreement between the parties concerning the subject matter herein, and all prior

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negotiations, representations, contracts, understandings or agreements pertaining to such matters are merged into, and superseded by, the Contract Documents.

H. In the event any provision of this Agreement conflicts with any provision of any other Contract Document, then the provisions of this Agreement shall govern and control such conflicting provisions.

I. Unless otherwise expressly provided, any reference herein to "days" shall mean calendar days. All times stated in the Contract Documents are of the essence.

J. Contractor authorizes the Owner to provide to any person any pertinent information, personal or otherwise, regarding the Contractor's performance with respect to the Contract Documents and releases all parties from liability for any damage that may result from the Owner's furnishing such information to others.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

OWNER:

ELBERT COUNTY

By: _____

Address: _____

Phone: _____

(SEAL)

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2015, by _____ as _____ of _____ Elbert County.

Witness my hand and official seal.

My Commission expires: _____

(SEAL) _____
Notary Public

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CONTRACTOR:

By: _____
Title: _____
Address: _____

Phone: _____

CONTRACTOR'S LICENSE NO.: _____
AGENT FOR SERVICE OF PROCESS: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2015, by _____ as _____ of _____.

Witness my hand and official seal.

My Commission expires: _____

(SEAL) _____
Notary Public

END OF SECTION

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A. Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Principal, and _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety, are hereby held and firmly bound unto _____ Owner, as Obligee, in the sum of _____ Dollars ($_____), for the payment of which penal sum, well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed an Owner-Contractor Agreement dated _____ , for the construction of the _____ (hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly and faithfully perform said Contract, including a zero (0) **year** warranty period described in the Contract Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives any notice of any alteration of the Contract or extension of the Contract Time, as stated in the Contract, as may be agreed upon by the Obligee and the Contractor and embodied in any written Change Order whether or not it increases the total price of the Project.

Whenever the Principal shall be in default under the Contract and is declared so by the Obligee, and the Obligee has performed all obligations under the Contract, the Surety may (1) remedy the default, or (2) complete the Contract in accordance with its terms and conditions, or (3) obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest, qualified, responsive and responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest, qualified, responsive and responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) funds sufficient to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of **two (2) years** from the date final payment under the Contract is due. The Obligee shall not be liable for the

payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense including attorney fees and related costs which the Obligee may incur in making good any default, together with interest thereon at the rate of eight percent (8%) per annum from the date of judgment.

Signed this _____ day of _____, 2015

_____
Principal

ATTEST:

_____
(Principal) Secretary

By: _____
Its: _____

[SEAL]

Address:

_____

_____

_____
Surety

ATTEST:

_____
(Surety) Secretary

By: _____
Its: _____

[SEAL]

Address:

_____

_____

By: _____
Attorney-in-Fact

_____
(Address)

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NOTE: This Bond is given under and subject to the provisions of Section 38-26-106, C.R.S. This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute the Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

(Power of Attorney Attached)

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B. Labor and Materials Payment Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we, the undersigned, _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Principal, and _____, duly organized under the laws of the State of _____ and licensed to do business in the State of Colorado, as Surety, are hereby held and bound firm unto Elbert County, as Obligee, in the penal sum of _____Dollars ($_____), together with interest at the rate of eight percent (8%) per annum on all payments becoming due in accordance with the Contract (defined below) from the time such payments shall become due until such payment shall be made, for the payment of which sum well and truly to be made, the Principal and Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal and Obligee have executed a Contract dated _____, for the construction of the _____ (hereinafter "Contract"), which is by reference made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject to the following conditions:

(1) A claimant shall be defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include, but not be limited to, that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

(2) The above-named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant, as herein defined, who has not been paid in full before the expiration of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for sums as may be justly due claimant, together with interest at the rate of eight percent (8%) per annum, and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit, and the Surety hereby agrees to pay and defend the Obligee against any claims brought under this Bond and indemnify the Obligee for any judgments, and save harmless the Obligee from all costs and damages which it may suffer by reason of failure to do so, and in addition to such obligations, shall reimburse and repay the Obligee all outlay and expense including attorney fees and related costs which the Obligee may incur in making good any default.

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(3) No suit or action shall be commenced hereunder by any claimant:

(i) Unless the claimant, other than one having a direct contract with the Principal, shall have given written notice to the Obligee and either the Principal or the Surety within six (6) months after such claimant did or performed the last of the work or labor, or furnished the last of the material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the State in which the Project is located, save that such service need not be made by a public officer.

(ii) After the expiration of **one (1) year** following the date on which the Principal ceased work on the above-described Project, it being understood, however, that, if any limitation embodied in this Bond is prohibited by any law controlling construction hereof, such limitation shall be deemed to be amended as to be equal to the minimum period of limitation permitted by such law.

(iii) Other than in a state court of competent jurisdiction in and for the county of the state in which the Project, or any part thereof, is situated, and not elsewhere.

(iv) In addition, if the Principal or its subcontractor shall fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by such Principal or its subcontractor in performance of the Contract or shall fail to duly pay any person who supplies laborers, rental machinery, tools or equipment in the prosecution of the Work, then the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at a rate of eight percent per annum.

(4) The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against certain improvements, whether or not the claim for the amount of such lien be presented under and against this Bond.

Signed this _____ day of _____, 2015

_____
Principal

ATTEST:

_____
(Principal) Secretary

By: _____
Its: _____

[SEAL]

Address:

_____

_____

_____
Surety

ATTEST:

_____
(Surety) Secretary

By: _____
Its: _____

[SEAL]

Address:

_____

_____

By: _____
Attorney-in-Fact

_____
(Address)

NOTE: This Bond must be accompanied by a Power of Attorney effectively dated. Date of Bond must not be prior to date of Agreement. If Principal is a partnership, all partners should execute Bond.

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IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

(Power of Attorney Attached)

END OF SECTION

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NOTICE OF AWARD

_____, Colorado
Date:_____

TO:

The Owner, having duly considered the Bid Form submitted in August, 2015, for the Work covered by the Contract Documents titled Roadway Improvement Project, Running Brook Road, Elbert County in the amount of Two Hundred Seventy Seven Thousand Five Hundred Thirty Eight Dollars ($277,538), and it appearing that the price and other information in your Bid Form is fair, equitable and to the best interest of the Owner, the offer in your Bid Form is hereby accepted.

In accordance with the terms of the Contract Documents, you are required to execute the Agreement in three (3) counterparts within ten (10) consecutive days from and including the date of this Notice of Award.

In addition, you are required to furnish at said time your Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies evidencing compliance with the requirements for insurance as stated in the Contract Documents.

The Bid Security submitted with your Proposal will be returned upon execution of the Agreement, furnishing of the required Performance Bond, Labor and Materials Payment Bond, Certificates of Insurance on ACORD Form 27 and copies of applicable insurance policies within the time limit specified. In the event that you should fail to execute the Agreement and provide the executed Performance Bond and Labor and Materials Payment Bond within the time limit specified, said security will be retained by the Owner as liquidated damages and not as a penalty for the delay and extra work caused thereby.

You are required to return an acknowledged copy of this Notice of Award to Owner.

Elbert County_____

By: _____
Title:_____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF AWARD:

Receipt of the above Notice of Award is hereby acknowledged this _____ day of _____, 2015.

_____
CONTRACTOR

By: _____
Title:_____

END OF SECTION

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NOTICE TO PROCEED

_____, Colorado
Date:_____

TO: _____
_____
_____
_____

You are hereby authorized to proceed on _____, 2015, or within ten (10) consecutive calendar days thereafter, with the Work as set forth in the Contract Documents.

You are to notify the Engineer forty-eight (48) hours before starting work.

Elbert County_____
By: _____
Title:_____

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE TO PROCEED:

Receipt of the above Notice to Proceed is hereby acknowledged this _____ day of _____, 2015.

_____
CONTRACTOR

By: _____
Title:_____

END OF SECTION

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CHANGE ORDER

Project: _____ **Date of Issuance:** _____

Owner: Elbert County **Change Order No.:** _____
Address: c/o _____, Construction Manager
_____
_____

Contractor: _____ **Construction Manager:** _____

You are directed to make the following changes in the Contract Documents:

Description: _____
_____
_____

Purpose of Change Order: _____
_____
_____

Attachments (List Documents Supporting Change): _____
_____
_____

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$

Previous Change Orders:

No. _____ to No. _____
$

Contract Price Prior to this Change Order:

$

CHANGE IN CONTRACT TIME:

Original Contract Time:
(days or dates)

Net Change from Previous Change Order:

(days)

Contract Time Prior to this Change Order:
(days or date)

Net Increase of this Change Order:

$

Net Increase of this Change Order:

(days)

Net Decrease of this Change Order:

Net Decrease of this Change Order:

(days)

Net Change of this Change Order:

$

Net Change of this Change Order:

(days)

Contract Price with all Approved Change Orders:

$

Contract Time with all Approved Change Orders:

(days or date)

RECOMMENDED:	APPROVED:	APPROVED:
By: _____	By: _____	By: _____
Engineer	Owner	Contractor

END OF SECTION

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SECTION 1200 - LIEN WAIVER

Waiver of Lien for Partial Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is _____ of _____, the Contractor for the _____Work on the project located at _____, owned by Elbert County ("the Owner"). That the total amount of the Work performed by the undersigned and approved for payment to date is_____, and the undersigned acknowledges that upon receipt of this partial payment, the Contractor has been paid for the Work performed and approved for payment to date the total Agreement Price.

That the undersigned, for and in consideration of the sum of _____ Dollars ($_____) in hand paid by _____, receipt whereof before the signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt of this partial payment due Contractor for Work performed or material furnished in connection with the _____ Improvements.

And the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason of any work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for work performed or material to be hereafter furnished if such work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid amounts due to date and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____day of_____, 2015.

_____
(Company Name)

By: _____
Name:_____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2015, by _____ as _____ of _____.

Witness my hand and official seal.

My Commission expires: _____

(SEAL) _____
Notary Public

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SECTION 1201 - WAIVER OF LIEN FOR FINAL PAYMENTS

Waiver of Lien for Final Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and says that he is _____ of the _____, who is the Contractor for the _____ Work on the project located at _____, owned by ("the Owner"). That the total amount of the contract including extras is _____ Dollars ($_____) and the undersigned acknowledges that upon receipt of this final payment, the Contractor has been paid in full the total Agreement Price.

That the undersigned, for and in consideration of the sum of _____ Dollars ($_____) in hand paid by _____, receipt whereof before the signing and sealing of these presents is hereby acknowledged, does hereby acknowledge receipt in full of all sums due Contractor for Work performed or material furnished in connection with the Project, and the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have at this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason of any Work performed, or material furnished in connection with the construction of said Project, with the distinct understanding that this waiver shall not be construed as covering any right to file any such lien for Work performed or material to be hereafter furnished if such Work performed or material furnished hereafter be not on account of the aforesaid mentioned sum. In addition, the undersigned hereby waives and releases any claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid in full and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this _____ day of _____, 2015.

_____
(Company Name)

By: _____ Date:_____
Name:_____
Title: _____

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STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2015, by _____ as _____ of _____.

Witness my hand and official seal.

My Commission expires: _____

(SEAL) _____
Notary Public

END OF SECTION

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ADDENDA AND MODIFICATIONS
NUMBER _____
DATE _____

1.01 GENERAL

The following changes, additions, and/or deletions are, by issuance of this Section 1300, made a part of the Bid Documents, Elbert County dated _____, 2015, as if originally contained therein. Execution of the acknowledgement of receipt shall be the bidders acceptance of the conditions herein set forth. This Section 1300 shall be submitted with and attached to the submitted Bid Form. Failure to do so may result in rejection of the Bid.

1.02 Bidder shall complete Addendum No. 1 attached hereto regarding compliance with Section 8-17.5-102, C.R.S.

1.03 MODIFICATIONS TO SPECIFICATIONS

A. PAGE _____, SECTION _____ "_____", PART ____ "_____", PARAGRAPH _____:

1.04 MODIFICATIONS TO DRAWINGS

A. SHEET _____ OF _____

"_____":

ACKNOWLEDGEMENT OF RECEIPT

Receipt is acknowledged this _____ day of 2015.

_____
Name of Bidder

_____
Authorized Officer

_____
Title

ADDENDUM NO. 1

By execution of this addendum ("Addendum") to that certain Bid Form dated , 20____, with respect to the Bid Documents for Elbert County (the "Ownert") and _____ (the "Contractor") ("Agreement"), the parties to the Agreement further agree as follows:

00 Pursuant to the requirements of Section 8-17.5–102(1), C.R.S., the Contractor hereby certifies to the Owner that the Contractor does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Contractor who are newly hired to perform work under the Agreement.

01 In accordance with Section 8-17.5-102(2)(a), C.R.S., the Contractor shall not:

00 Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

01 Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

02 The Contractor represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

03 The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

04 If the Contractor obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Contractor shall:

00 Notify the subcontractor and the Owner within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

01 Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

05 The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking, pursuant to the law.

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06 If the Contractor violates any provision of this Addendum, the Owner may terminate the Agreement immediately and the Contractor shall be liable to the Owner for actual and consequential damages of the Owner resulting from such termination, and the Owner shall report such violation by the Contractor to the Colorado Secretary of State, as required by law.

IN WITNESS WHEREOF, the Parties have executed this Addendum on _____, 20____.

OWNER:

ELBERT COUNTY

_____

Attest:

_____
Secretary

CONTRACTOR:

_____

By: _____
Its: _____

END OF SECTION

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