ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

Timothy V. Corrigan
District I

Douglas B. Monger
District II

M. Elizabeth Melton
District III

Commissioners' Daily COVID-19 Agenda

August 5, 2020

Times listed on the agenda are approximations and may be longer or shorter, or being earlier than scheduled, with no notice. Agendas are subject to change 24 hours before the meeting start time. To ensure you have the most up-to-date information, please check the agenda after 24 hours of its start time.

If you are joining the meeting for a specific item, please join 10 minutes before the item to ensure you are present for the beginning of the item.

Please click the link below to join the webinar:

https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09

Password: 522
Or Telephone:
Dial(for higher quality, dial a number based on your current location)
US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099
Webinar ID: 851 0667 0945
Password: 522

The Routt County Board of County Commissioners or Board of Health may enter executive session pursuant to C.R.S. 24-6-402(4)(b) to receive legal advice related to specific legal questions concerning Routt County's COVID-19 response.

1. **10:00 A.M. CALL TO ORDER**

2. **10:00 A.M. WEEKLY BOARD OF HEALTH UPDATE**
   Presenters: Dr. Harrington and Interim Public Health Director Roberta Smith

3. **11:30 A.M. PUBLIC COMMENT**
   Public Comment will be heard on any item except quasi-judicial land use items. County Commissioners will take public comment under consideration but will not make any decision or take action at this time.

1. DUE TO THE CURRENT PANDEMIC, THE COUNTY COMMISSIONERS REQUEST CITIZENS ATTEND THE MEETINGS VIA PHONE. To make a public comment raise your hand on the zoom platform if online; if calling in press *9. Another option is to download the Zoom app that allows you to raise your hand as well. The moderator will then select you when it is your turn. Written public comment can also be submitted to BCC@CO.ROUTT.CO.US. Please make sure to indicate in the subject line of your email that it is public comment and reference the agenda item to which it relates. Public comments will be entered into the record.

Documents:

DAVID PHROG PUBLIC COMMENTS.PDF

4. **11:30 A.M. PURCHASING**
Julie Kennedy, Purchasing Agent

IFB 688 OVERLAY 2020
Consideration for approval of the purchase for Overlay 2020, authorization for the Chair to sign the Notice of Award, and authorization for the County Manager to electronically sign the Purchase Order to Old Castle SW Group, Inc. dba United Companies in the amount of $998,890.

Documents:

IFB 688 OVERLAY 2020 BCC AGENDA COMMUNICATION FORM V.2.PDF
IFB 688 OVERLAY 2020 UNITED COMPANIES CONSTRUCTION CONTRACT.STATE.PDF
IFB 688 UNITED 2020 OVERLAY PROJECT UNITED FINAL.PDF

5. **11:40 A.M. COVID-19 WORK SESSION**
The Commissioners will address critical items for regular county and emergency operations related to the COVID-19 pandemic. Action may be taken and direction to staff may be given in relation to any of these items.

6. **12:00 P.M. MEETING ADJOURNED**

Please click the link below to join the webinar:

https://us02web.zoom.us/j/85106670945?pwd=UXZZSGx1Q01Mc0s2cklGVk13Qld5UT09

Password: 522

Or Telephone:

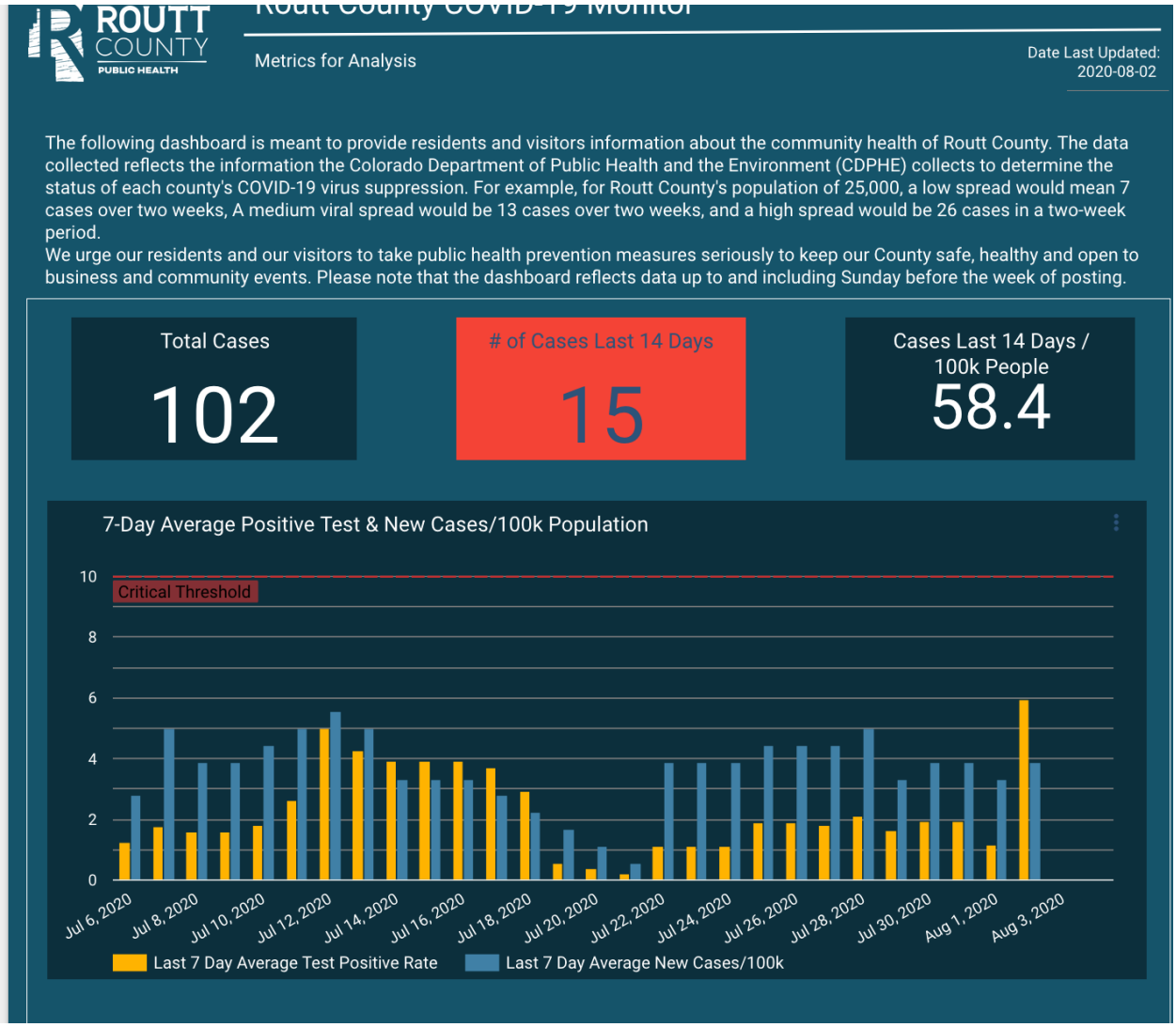
Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 346 248 7799 or +1 669 900 6833 or +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099

Webinar ID: 851 0667 0945

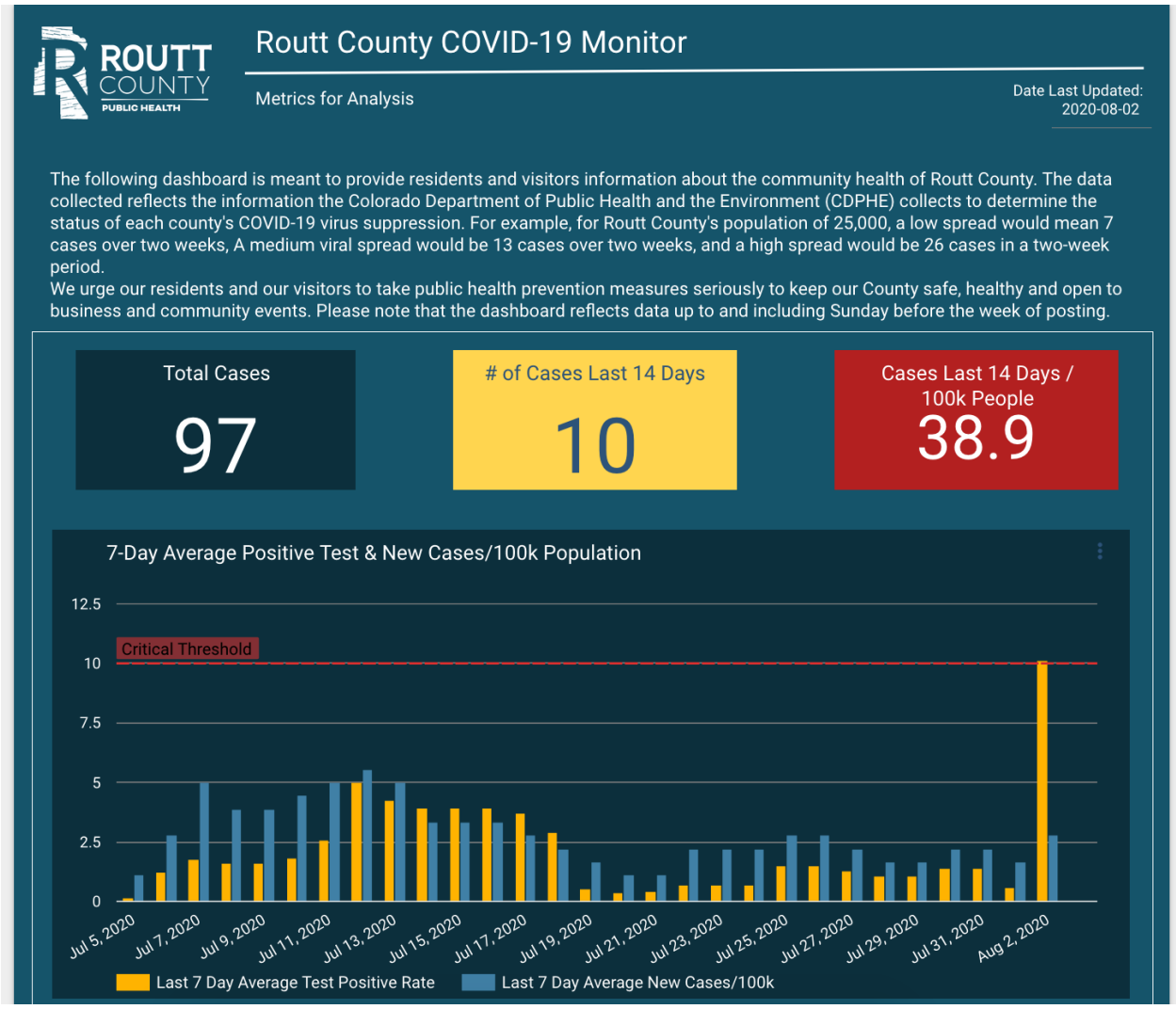
Password: 522

All programs, services and activities of Routt County are operated in compliance with the Americans with Disabilities Act. If you need a special accommodation as a result of a disability, please call the Commissioners Office at (970) 879-0108 to assure that we can meet your needs. Please notify us of your request as soon as possible prior to the scheduled event. Routt County uses the Relay Colorado service. Dial 711 or TDD (970) 870-5444.



Changing again today but not showing an updated date. now not critical?

This is obviously not reliable data to follow.



Dashboard says critical!

Without the daily cases how do you compute the averages?

Can the county please provide (at a minimum) a daily case count on a timeline? This simple information is not available.

Please provide the COVID-19 spreadsheet to the public you are looking at today. it should available for audit.

--Dave Phrog

ROUTT COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA COMMUNICATION FORM

ITEM DATE: August 5, 2020	ITEM TIME:

FROM:	J. Kennedy/G. Romero/R. DuBois
TODAY'S DATE:	July 29, 2020
AGENDA TITLE:	IFB 688 Overlay 2020

CHECK ONE THAT APPLIES TO YOUR ITEM:
X ACTION ITEM
❒ DIRECTION
❒ INFORMATION

I. DESCRIBE THE REQUEST OR ISSUE:
Request the Board of County Commissioners approve the purchase for Overlay 2020, the BCC Chair sign the Notice of Award and authorize the County Manager to electronically sign the Purchase Order to Old Castle SW Group, Inc. dba United Companies in the amount of $998,890.
II. RECOMMENDED ACTION *(motion)***:**
Motion the Board of County Commissioners to approve the purchase for Overlay 2020, the BCC Chair sign the Notice of Award and authorize the County Manager to electronically sign the Purchase Order to Old Castle SW Group, Inc. dba United Companies in the amount of $998,890.
III. DESCRIBE FISCAL IMPACTS (VARIATION TO BUDGET):
PROPOSED REVENUE *(if applicable)***:**
CURRENT BUDGETED AMOUNT: $998,890
PROPOSED EXPENDITURE: $998,890
FUNDING SOURCE: 25460739 855018
SUPPLEMENTAL BUDGET NEEDED: YES X NO ❑
******This will require a supplemental budget in 2020, to reallocate the original approved budget that was cut due to Covid-19.***
IV. IMPACTS OF A REGIONAL NATURE OR ON OTHER JURISDICTIONS (IDENTIFY ANY COMMUNICATIONS ON THIS ITEM):
None

V. BACKGROUND INFORMATION:

The Routt County Purchasing Agent sent out IFB 688 Overlay 2020 to the two known vendors as well as advertised in the Steamboat Pilot and posted on the Routt County website. Both vendors submitted responsible proposals:

Company	Unit Price Per Ton
Old Castle SW Group, Inc. dba United Companies	$80
Elam Construction	$85

The original 2020 budget of $1,683,760 was for CR 18 and several alternate roads. Due to the impact of COVID-19 and the extensive budget review performed by the Board of County Commissioners, the Road & Bridge department has decided that CR 18 from RCR14b to Sarvis Creek end of pavement, CR 36 from Soda Creek Bridge to end of pavement and CR 18 from RCR14b to US131 will be the only road sections to receive a total of 11,794 tons of Overlay in 2020 and moved the alternate roads listed in IFB 688 to 2021.

VI. LEGAL ISSUES:

None

VII. CONFLICTS OR ENVIRONMENTAL ISSUES:

None

VIII. SUMMARY AND OTHER OPTIONS:

Recommend the Board of County Commissioners approve the purchase for Overlay 2020, the BCC Chair sign the Notice of Award and authorize the County Manager to electronically sign the Purchase Order to Old Castle SW Group, Inc. dba United Companies in the amount of $998,890.

IX. LIST OF ATTACHMENTS:

Old Castle SW Group, Inc. dba United Companies Construction Contract

IFB 688 Overlay Project United Final Quote Tabulation

CONSTRUCTION CONTRACT

1. PARTIES.

This Construction Contract (the "Contract"), dated as of August 5, 2020, is between Routt County, Colorado (hereinafter called “County”) by and through its Board of County Commissioners (hereinafter called "Board"), and Old Castle SW Group, Inc. dba United Companies (hereinafter called "Contractor"). For purposes of this Contract, the address of County shall be:

Board of County Commissioners
522 Lincoln Avenue, Suite 30
Steamboat Springs, Colorado 80487

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

Old Castle Group dba United Companies
PO Box 3609
2273 River Road
Grand Junction, CO 81502

2. CONTRACT DOCUMENTS.

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

2. .1. Advertisement for Bids;

2. .2. Specifications for: Overlay 2020;

2. .3. Contractor's Bid Proposal, including any amended portions thereof accepted and approved by County;

2. .4. Notice of Award;

2. .5. Construction Contract;

2. .6. Notice to Proceed;

2. .7. Change Order forms;

2. .8. 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 Overlay 2020 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 Geovanny Romero. 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 or materials on the Project or otherwise exercise the discretion of the Project Administrator provided for herein.

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 Overlay 2020 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 October 2, 2020. 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 therefor. 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 October 9, 2020. 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 $1,400 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 a sum not to exceed Nine Hundred Ninety Eight Thousand Eight Hundred Ninety Dollars ($998,890)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 once a month 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 thirty (30) days after receiving a complete application for progress payment and all required supportive information, County shall pay to Contractor ninety-five percent (95%) of the amount shown in the application and approved by the Project Administrator. The remaining five percent (5%) 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 Routt County. If such materials are stolen, lost or damaged before their incorporation into the Project, they shall be replaced at Contractor's sole expense.

6.5. The amount of money which County has appropriated for the Project is equal to or in excess of the Contract amount set forth above.

6.6. No change order, as defined in C.R.S. § 24-101-301(2), or other form of order or directive by the County requiring additional compensable work to be performed, which work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, unless the Contractor is given written assurance by the County that lawful appropriations to cover the costs of the additional work have been made and the appropriations are available prior to performance of the additional work or unless such work is covered under a remedy-granting provision in the Contract.

6.7. Routt County is subject to the provisions of Section 20 of Article X of the Colorado Constitution (also referred to as the “TABOR Amendment”) which limits its ability to enter into multiple-fiscal year financial obligations. Therefore, any financial obligation of Routt County under this Contract beyond the current fiscal year (calendar year) is subject to and conditioned upon the due adoption of a budget for the year in which the obligation is due by the Board which budget provides for or appropriates funds for such obligation. The financial obligation of Routt County under this Contract shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation or any obligation payable in any fiscal year beyond the fiscal year for which funds are appropriated for the payment thereof.

7. TAXES.

Construction and building materials sold to Contractor and subcontractors for use on structures, roads, streets, highways, and other public works owned by Routt 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 Routt 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, losses, injuries and expenses, including attorney's fees, arising out of or resulting from the performance of the work on the Project, if such claim, damage, loss, injury or expense is caused by, or is claimed to be caused by, the act, omission, or other fault of Contractor or any officer, employee or subcontractor of Contractor. The obligations of this Section 8 shall not extend to any claim, damage, loss, injury or expense which is caused by the act, omission or other fault of County, the Board or its agents and employees.

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. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Contract is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance. 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 one hundred thousand dollars ($1,100,000.00). Contractor shall furnish current certificates of insurance to County. All such insurance shall be written on a Comprehensive Form of Policy. All such insurance shall name Routt County Board of County Commissioners as an additional insured. Contractor shall immediately provide County with written notice in the event any portion of the insurance coverage required by this Contract is cancelled or if the insurer gives Contractor notice of its intent to cancel such insurance.

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 and 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 and 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 18 (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.

This Contract is subject to the provisions of the Illegal Aliens-Public Contracts for Services Act found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with an illegal alien to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Contract for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Contract.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates this Contract for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

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 working on the Project 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. ATTORNEY FEES.

In the event either party to this Contract brings suit to enforce or interpret any portion of this Contract, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

23. 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 Fourteenth Judicial District of the State of Colorado.

Routt County, Colorado

ATTEST:

_____

Kim Bonner
Routt County Clerk

By:_____
Timothy V. Corrigan, Chair
Board of County Commissioners

Old Castle SW Group, Inc. dba United Companies

By:_____

Printed Name:_____

Title:_____

ATTEST:

_____
Secretary

NOTICE TO PROCEED

To: Old Castle SW Group, Inc. dba United Companies
PO Box 3609
2273 River Road
Grand Junction, CO 81502

Date: August 12, 2020

You are hereby authorized to proceed on August 12, 2020 with the Overlay 2020 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 Geovanny Romero. All change orders, payment requests, communications, etc. should go through his office.

ROUTT COUNTY, COLORADO

By_____
Timothy V. Corrigan, Chair
Board of County Commissioners

NOTICE OF AWARD

To: Old Castle SW Group, Inc. dba United Companies
PO Box 3609
2273 River Road
Grand Junction, CO 81502

Date: August 5, 2020

Routt County has reviewed the bid proposal submitted by you for the Overlay 2020 as referred to in its Advertisement for Bids.

You are hereby notified that your bid proposal in the amount of Nine Hundred Ninety Eight Thousand Eight Hundred Ninety Dollars ($998,890)has been accepted. You are hereby required, within ten (10) days hereof, to furnish:

1. one signed original copy 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; and
4. a fully-executed Performance Bond, if required by Section 5.2.

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.

ROUTT COUNTY, COLORADO

By:_____
Timothy V. Corrigan, Chair
Board of County Commissioners

Receipt of the foregoing Notice of Award is hereby acknowledged:

Old Castle SW Group, Inc. dba United Companies

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

Project: Overlay 2020

Supplier	Bid Bond	deum Acknowle	Bid Amount
United	X	X	

2020 Asphalt Overlay Project

Supplier:							United	
ITEM	UNITS	EST. QUAN. (Tons)	Avg. Width (ft)	Length (ft)	Area (sq yards)	Total SY	Unit Price	Extended Price
County Road 18 from RCR14b to Sarvis Creek end of pavement								
Pavement 3"	ton	3415	24.00	7,392.00	19,712.00	19,712.00	$85.00	$290,275.00
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					$0.00	$0.00
Traffic Control	lump sum	1					$7,500.00	$7,500.00
Subtotal		3415				19,712.00		$297,775.00
County Road 36 from Soda Creek Bridge to End of pavment								
Pavement 2"	ton	2622	26.00	7,392.00	21,354.67	22,699.67	$80.00	$209,760.00
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					$5,200.00	$5,200.00
Traffic Control	lump sum	1					$6,000.00	$6,000.00
Subtotal		2622				22,699.67		$220,960.00
								$ 518,735.00
County Road 18 from RCR14b to US131								
Pavement 2"	ton	5757	24.00	18,691.20	49,843.20	49,843.20	$80.00	$460,560.00
Leveling	ton	0	0.00	0.00	0.00	0.00		
Mobilization	lump sum	1					$10,500.00	$10,500.00
Traffic Control	lump sum	1					$9,095.00	$9,095.00
Subtotal		5757				49,843.20		$480,155.00

Grand Total	**$ 998,890.00**