



North Dakota Department of Transportation

Grant Levi, P.E.
Director

Jack Dalrymple
Governor

March 24, 2014

ADDENDUM 1 – JOB 52

TO: All prospective bidders on project TEO-0008(028), Job No. 52 scheduled for the April 11, 2014 bid opening.

The following proposal revision shall be made:

Proposal Revision:

Add TEO-0008(028) – Contract.

Add TEO-0008(028) - Contract Bond.

This addendum is to be incorporated into the bidder's proposal for this project.

A handwritten signature in black ink, appearing to read "Cal J. Gendreau".

CAL J. GENDREAU – CONSTRUCTION SERVICES ENGINEER

80:plm

Enclosure

CONTRACT

THIS AGREEMENT made between United Tribes Technical College, North Dakota (hereinafter called College), and _____, hereinafter called Contractor, WITNESSTH:

1. That in consideration of the payments to be made, the Contractor agrees to construct the hereafter described walking trail and all appurtenances thereto and Contractor agrees to provide all labor, materials, equipment, including equipment rental or repair, and other supplies or insurance premiums, all of which are attributable to or utilized in the improvements and construction of project

TEO-0008(028), PCN 19986 – UTTC Multi-Use Trail Phase II

all in accordance and in conformity with this contract and bond, the project proposal, North Dakota Department of Transportation's (NDDOT) standard specifications, supplemental specifications, special provisions, and plans approved on _____, all of which are incorporated as part of this contract.

2. The College agrees to pay the Contractor for the work, when completed and accepted in accordance with this Contract, the price stated in the proposal, amounting to approximately _____ Dollars (\$_____). Payments are to be made as per specifications upon presentation of the proper certification of the engineer, or his representative, and by the terms of this Contract.
3. The work shall be done pursuant to this Contract and the laws of the State of North Dakota to the satisfaction of the College, subject at all times to the inspection and approval of NDDOT and the US Department of Transportation, its agents and representatives and in accordance with the rules and regulations made pursuant to state and federal law.

The architect for this project is Axtman+Associates, PC, PO Box 2164, Bismarck, ND 58502. The decision of the project architect upon any questions connected with the execution of this agreement or any failure or delay in the prosecution of the work by the Contractor shall be final and conclusive.

Contractor shall be responsible for and provide sufficient safety measures and devices, including but not limited to barricades, warning lights, etc, and place the same where appropriate in and around the construction project whenever it is necessary to protect the public.

As the College's representative during the construction period, the College's Facilities Department shall provide general administration of this agreement. Contractor shall assume all responsibility for damages to persons or property that may occur during the completion of this project and shall indemnify the College against such damages and all costs incurred for any claims or losses relating thereto.

Contractor shall not assign or transfer this Contract or any right herein to any other person, company, or corporation, without previous consent in writing of the College.

4. The Contractor, in employing and maintaining labor, shall be so in conformity with state and federal law and this Contract.
5. The Contractor shall begin work as required by this Contract or when so ordered by the College and shall maintain in the maximum and efficient work force on the project necessary to complete the work within the time established by this Contract.

IN WITNESS THEREOF, the parties to this Contract have hereunder set their hands and seal this _____ day of _____, _____.

United Tribes Technical College

CONTRACTOR

By _____
Curt Maynard
Facilities Manager

By _____
Its _____

ATTEST:

Witness to Contractor's Signature:

Randy Lamberth, Asst. Facilities Manager

CONTRACT BOND

Project No. TEO-0008(028), PCN 19986 – UTTC Multi-Use Trail Phase II:

KNOWN ALL MEN BY THESE PRESENTS, that we _____

_____ as principal, and _____

_____ as surety, are held and firmly bound unto United Tribes Technical College, North Dakota, 58504 as owner in the penal sum of _____

_____ dollars (\$ _____.) for the use of the owner and also for the use of any other person having any lawful claim against the principal or any subcontractor on account of labor or supplies or materials as set forth in the conditions hereof; for the payment of which will and truly be made we jointly and severally bind ourselves, and each of our heirs, executors, administrators, and successors, firmly by these presents.

WHEREAS, said principal has entered into a written contract with the owner for: Construction of Phase II of the Walking Trail at United Tribes Technical College in the city of Bismarck, North Dakota which contract and incorporated plans and specifications are by this reference made a part hereof, and are hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION THAT if the principal shall: (1) perform all the terms, covenants and conditions of said contract; (2) protect the owner against any loss or damage from any case arising out of said contract; (3) pay or cause to be paid all bills and claims against the principal or any subcontractor on account of labor or services performed and all materials, equipment or supplies furnished, whether directly or indirectly arising out of the performance of said contract; (4) pay all insurance premiums and all items for which payment under the terms of the contract is to be made or guaranteed by the principal; (5) have made or will make, prior to the commencement of any work by the principal or any subcontractor under such contract, full and true report to the Worker’s Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid, or will pay, the premium thereon prior to the commencement of such work; (6) pay or cause to be paid all contributions due to the Unemployment Compensation Division; and (7) pay or cause to be paid any and all taxes that may be assessed or levied or to be a charge against such contractor or any subcontract or under such contract by the owner or any of its subdivisions; then this obligation shall be null and void; otherwise it will remain in full force and effect.

And the said surety hereby stipulates and agrees that any change, extension, alteration, deduction or addition, with or without notice to the surety, in or to the terms of said contract or the plans or the specifications accompanying the same as provided for therein, shall not in otherwise affect the obligation and liability of said surety on this bond.

SIGNED and SEALED THIS ____ day of _____, 20__.

Principal

(Seal of Principal)

By: _____

Title: _____

Surety

Complete Mailing Address

(Seal of Principal)

By: _____

Title: _____

Surety

Complete Mailing Address

An individual doing Business under a firm name must give both names and the individual shall designate himself as sole owner.

If a partnership, so state, and at least one member of such partnership.

If a corporation, the full corporation name must be by and used and the execution must be by an officer of the corporation.

Any other person executing for the principal or surety must attach a power of attorney.

ACKNOWLEDGMENT OF SURETY

State of _____)
) ss.
County of _____)

On this _____ day of _____, 20___, before me a notary public in and for the State of _____, personally appeared _____ known to me to be _____ (title) of the surety described in the within instrument and who executed the same acknowledged to me that the same was executed for and on behalf of said surety.

Notary Public, State of _____

(Notary Public must print or type name here)

My commission expires: _____

Approved as to form this _____ day of _____, 20___.

(City Attorney)

Approved by owner this _____ day of _____, 20___.

By: _____
Curt Maynard
Facilities Manager