

12. The prevailing party in any action to interpret the terms of this Contract or the Contract Documents or to enforce any of the rights, obligations, or conditions of this Contract or the Contract Documents shall collect all reasonable costs and expenses incurred, including, but not limited to, reasonable attorney's fees.
13. The Owner hereby designates Yarima Davis as its project representative and authorizes this individual to make all necessary and proper decisions with reference to construction to the project. All Contract interpretations, Change Orders and other requests shall be directed to the Engineer.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, the Agreement in triplicate counterparts each of which shall be deemed an original on the date above written.

Owner: Archuleta County, Colorado

By: _____

Name: Alvin Schaaf
(Please Type)

Title: Chairman, Board of
County Commissioners

(SEAL)

ATTEST:

By: _____

Name: _____
(Please Type)

Title: _____

Contractor: Strohecker Asphalt & Paving, Inc.

By: Kip Strohecker

Name: Kip Strohecker, President
(Please Type)

Address: 37801 Highway 160

Bayfield, Colorado 81122

(SEAL)

ATTEST:

By: Melannie Cundiff

Name: Melannie Cundiff
(Please Type)

Title: Secretary / Treasurer

SECTION XII

NOTICE TO PROCEED

To: Strohecker Asphalt & Paving, Inc.
37801 Highway 160
Bayfield, CO 81122

Date: 5/11/2021

Project Description: 2021 Asphalt Maintenance Project

You are hereby notified to commence work in accordance with the Agreement dated May 11th, 2021 on or before July 12th, 2021, and you are to complete the work within sixty (60) calendar days thereafter. The date of completion of all work is therefore September 9th, 2021.

Archuleta County, Colorado
Owner

By: _____

Title: Chairman, Board of
County Commissioners

Acceptance of Notice

Receipt of the above Notice of Award is hereby acknowledged

By: _____

this the _____ day of _____, 20____.

By: _____

Title: _____