

ADAMS COUNTY
CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 13 day of September, by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, A-1 Chipseal Co., located at 2505 E. 74th Avenue, Denver, Colorado 80229 hereinafter referred to as the "Contractor."

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

- 1.1. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to perform all of the work shown on the plans and described in the specifications, and in all other documents incorporated herein by reference, entitled:

Invitation for Bid: 2016.232

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:
- 1.2.1. All terms set forth in the RFP DOCUMENTS attached hereto and identified as: REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND, CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS, INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN, CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND ANY SPECIAL DETAILS.
- 1.3. The Contractor agrees that it has satisfied itself as to the nature and location of the work, the character, quality, and quantity of the materials to be encountered, including subsurface conditions, the equipment and facilities needed to complete the work, the local conditions, and all other matters which can affect the work under this Agreement and Contractor assumes the risk should the conditions enumerated in this section differ from what Contractor anticipated.
- 1.4. When required by any document incorporated into this Agreement, certain specified materials shall not be incorporated in the work until tests have been made and the material found to be in accordance with the requirements of the specifications. All costs of initial testing shall be included in the price bid. The Contractor will pay for repeated tests due to failure of initial tests.

- 1.5. This Agreement does not guarantee to the Contractor any work except as authorized in accordance with this Section I, nor does it create an exclusive agreement for services.
- 1.6. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- 1.7. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

2. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08

- 2.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
- 2.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 2.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 2.4. The Contractor shall not 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 this public contract for services.
- 2.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 2.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 2.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual

knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, 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.

2.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

2.9. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

3. RESPONSIBILITIES OF THE COUNTY

The County shall:

3.1. Provide information as to its requirements for the project.

3.2. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.

3.3. Provide reasonable assistance to the Contractor in obtaining approval from all governmental authorities having jurisdiction over the project, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the project.

3.4. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

4. TERM

4.1. The work to be performed under this Agreement shall be complete no later than October 31, 2016.

5. PAYMENT AND FEE SCHEDULE

5.1. The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, an amount not to exceed four hundred and twenty-five thousand dollars (\$425,000.00).

5.2. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed

in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.

- 5.3. The County may deduct money from the partial payments in an amount necessary to protect the interests of the County, and is dependent upon the following:
 - 5.3.1. If the Agreement is for one hundred fifty thousand dollars (\$150,000) or more, the County shall withhold five percent (5%) of monthly partial payments until the contract is completed satisfactorily and finally accepted by the County. For Agreements less than one hundred fifty thousand dollars (\$150,000), the County may withhold more than five percent (5%).
 - 5.3.2. All money withheld pursuant to this section shall be retained by the County no more than thirty (30) days after the project has been completed to satisfaction and has been finally accepted by the County. If the County finds that satisfactory progress is being made in all phases of the Agreement, the County may, upon written request of the Contractor, authorize payment from the withheld percentage. Before such payment is made, the County shall determine that satisfactory and substantial reasons exist for the payment, and shall require written approval from any surety furnishing bonds for the work performed under the terms of this Agreement.
- 5.4. Fund Availability: The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly. To the extent allowed by the Colorado Taxpayer Bill of Rights and Title 29 of the Colorado Revised Statutes, the County represents that it has appropriated an amount of money for this Agreement that is at least equal to the contract price.

6. LIQUIDATED DAMAGES

- 6.1. The Contractor agrees that time is of the essence in the performance of this Agreement. If the Contractor is delayed for any reason beyond its control, the Contractor shall submit the reason for the delay in writing to the Project Manager who shall decide whether it sufficiently justifies an extension of the completion date.
- 6.2. All decisions of the Project Manager are at his/her complete discretion and will be final.
- 6.3. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Amount		Daily Charge Amount
From More Than	Up To and Including	
0	150,000	500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1,400
1,000,000	2,000,000	2,000
2,000,000	4,000,000	3,300
4,000,000	10,000,000	3,900
10,000,000	and up	3,900*
* plus 300 per each additional \$1,000,000 contract amount or part thereof over \$10,000,000		

- 6.4. Any deduction assessed as liquidated damages under this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job or to other projects caused by a failure of the Contractor to complete the work according to the agreed time.
- 6.5. Any extension(s) of the completion date authorized by the Project Manager pursuant to this section shall not relieve the Contractor from liability for any damages or costs resulting from delays to other contractors on the job. The Contractor agrees to indemnify and hold the County harmless from any claim against the County resulting from the Project Manager authorizing an extension of the completion date or from the Contractor's failure to complete this Agreement by the completion date aforementioned.
- 6.6. Permitting the Contractor to continue and finish the work, or any part thereof, after elapse of the agreed time will not operate as a waiver on the part of the County of any of its rights under this Agreement.

7. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

- 7.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

8. WARRANTY

- 8.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may

have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

9. **SUBCONTRACTING**

9.1. The Contractor may utilize the services of subcontractors on those parts of the work that would normally be performed by subcontractors. But the Contractor shall not subcontract any portion of the work until the written approval of such action has been obtained from the Project Manager. The Contractor shall be fully responsible to the County for the acts and omissions of its subcontractors and their employees.

10. **CHANGE ORDERS OR EXTENSIONS**

10.1. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of a Change Order. No Change Order shall be issued unless the County has appropriated sufficient funds to pay for the Change Order in the event the amount due pursuant to the Agreement as altered by the Change Order would result in the total contract price exceeding the amount originally appropriated by the County for the Agreement.

10.2. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

11. **INSPECTIONS, REVIEWS AND AUDITS**

11.1. When the work is completed, the Contractor shall file a written notice with the Project Manager that the work, in the opinion of the Contractor, has been finished. Within ten (10) days after the Contractor files the written notice, the Project Manager and the Contractor shall make a final inspection of the project to determine whether all of the work has been completed in accordance with this Agreement and with all documents incorporated herein. A final list shall be made by the County, in sufficient detail to fully outline to the Contractor the following items:

- 11.1.1. Work to be completed, if any; and,
- 11.1.2. Work not in compliance with the Agreement, if any; and,
- 11.1.3. Unsatisfactory work for any reason, if any.

11.2. The County shall not authorize final payment until all items on the list, if any, have been completed to the satisfaction of the Project Manager.

12. **CLEAN-UP**

12.1. The Contractor shall frequently clean up all refuse or scrap materials resulting from the progress of the work. Upon completion of the work and prior to final inspection, the Contractor shall remove from the construction site and occupied adjoining property all refuse, unused materials, forming lumber, sanitary facilities, and any other materials belonging to the

Contractor or subcontractors. Failure of the Contractor to clean up and restore the site satisfactorily will result in the County doing so. The cost will be charged to the account of the Contractor or his/her surety.

13. PROJECT ADMINISTRATION

- 13.1. The Project Manager for this Agreement shall be Sean Braden, who can be reached by phone at 720-523-6003. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- 13.2. The Project Manager is designated by the County to exercise authority on its behalf under this Agreement, and to see that it is performed according to its terms. The Project Manager shall furnish all explanations or directions and inspections necessary to carry out and complete satisfactorily the services contemplated and provided for under this Agreement. The Project Manager shall also approve all report formats and related procedures, and shall be responsible for final acceptance of all work performed. Any conflict between the plans or specifications, and any other document incorporated herein, shall be submitted in writing to the Project Manager for review and determination.
- 13.3. If the Contractor considers any work demanded to be outside the Agreement requirements, or considers any determination of the Project Manager to be unfair, the Contractor shall immediately ask for a written instruction or decision from the Project Manager and shall proceed to perform the services to conform to the Project Manager's determination. If the Contractor considers such instructions or decision to be unsatisfactory, it shall, within five (5) days after their receipt, file a written protest with the Adams County Purchasing Office stating the objections and the reasons therefore. Unless protests or objections are made in the manner specified and within the time limit stated herein, the Contractor hereby waives all grounds for protests.
- 13.4. All claims, disputes, and other matters in question arising out of or relating to the Agreement documents or breach thereof between the Project Manager and the Contractor shall be submitted to the Adams County Purchasing Office.

14. NONDISCRIMINATION

- 14.1. The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.
- 14.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. INDEPENDENT CONTRACTOR

15.1. In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his /her acts and the acts of his /her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by State law and personal injury and property damage insurance in the coverage amounts as described in Section XIV. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

16. INDEMNIFICATION

16.1. The Contractor agrees to indemnify and to hold the County and its agents harmless for, from, and against any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of the performance or failure of the Contractor, its agents or employees, or any subcontractor to provide services pursuant to the terms of this Agreement.

17. INSURANCE

17.1. The Contractor shall furnish a certificate of insurance for commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability upon notification of award and prior to performance. Work shall not commence under this Agreement until the Contractor has submitted to the County, and received approval thereof, the certificate of insurance showing compliance with the following types and coverage of insurance.

17.1.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage, and personal injury.

Each Occurrence \$1,000,000

General Aggregate \$2,000,000

17.1.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage \$1,000,000 (each accident)

Personal Injury Protection Per Colorado Statutes

17.1.3. Workers' Compensation Insurance: Per Colorado Statutes

17.1.4. Professional Liability Insurance*: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

Each Occurrence

\$1,000,000

*This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

- 17.2. The Contractor's commercial general liability, comprehensive automobile liability, workers' compensation, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County and the Colorado Department of Transportation (CDOT) as an "additional insured" and shall include the following provisions:
- 17.2.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 17.2.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
- 17.2.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 17.3. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Agent of Adams County for approval, and thereafter submit a certificate of insurance as herein provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor to obtain and/or maintain any required insurance shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 17.4. If the Contractor is a Joint Venture, then the respective parties thereto are each individually held fully responsible for completion of the project according to the terms of this Agreement. The parties thereto also have joint and several liabilities to the County for any liquidated damages assessed or for performance bond claims against the Joint Venture. The performance bond and all insurance required by this Agreement shall set forth the identity of each party to the Joint Venture.

18. TERMINATION

- 18.1. Termination of Agreement for the Convenience of the County: The County, at its sole option and discretion, may terminate this Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen days

before the effective date of termination. If the Agreement is terminated by the County, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.

- 18.2. Termination of Agreement for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 18.3. Ownership of Partially Completed Work: All work accomplished by the Contractor prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- 18.4. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor and for the purposes of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

19. BONDING:

- 19.1. The Contractor shall secure a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the Agreement price with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole discretion of the County.

20. MUTUAL UNDERSTANDINGS

- 20.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that venue and jurisdiction for disputes regarding performance of this Agreement are with the District Court of Adams County, Colorado.
- 20.2. Compliance with Laws: The Contractor, at all times during the performance of this Agreement, agrees to strictly adhere to all applicable federal, state, and local laws, rules, and regulations that affect or govern the work as contemplated under this Agreement. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees and the Contract Work Hours and Safety Standards Act. The parties hereto aver that they are familiar with §§ 18-3-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and §§ 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S.

- 20.3. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 20.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 20.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 20.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 20.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective:
- 20.7.1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and,
 - 20.7.2. Immediately upon hand delivery; or,
 - 20.7.3. Immediately upon receipt of confirmation that an E-mail was received.
 - 20.7.4. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:

Department: Adams County Facility Operations
Contact: Sean Braden
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80602
Phone: 720-523-6049
E-mail: sbraden@adcogov.org

Department: Adams County Purchasing
Contact: Jennifer Tierney
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720523-6049
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Phone: 720.523.6116

Contractor: A-1 Chipseal Co.
Contact: Mallory Blitzer
Address: 2505 E. 74th Avenue
City, State, Zip: Denver, CO 80229
Phone: 303-464-9267
E-mail: mblitzer@a-1chipseal.com

20.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

20.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

20.10. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

20.11. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Board of County Commissioners

Steven J. Dorisio
Chair

9/13/16
Date

A-1 Chipseal Co.

[Signature]
Signature

8/25/14
Date

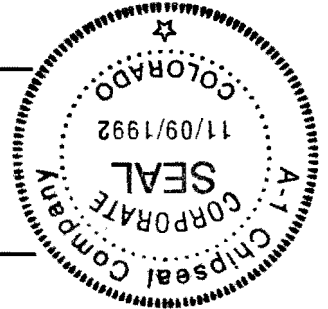
Daniel J. Gryzmala
Printed Name

President
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk



Approved as to Form:

[Signature]
Adams County Attorney's Office

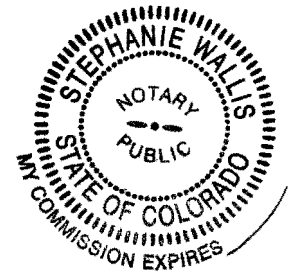
NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Adams)

STATE OF Colorado)SS.

Signed and sworn to before me this 20th day of August , ,

by Daniel J. Gryzmala ,
[Signature]
Notary Public



My commission expires on: 3-28-17

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

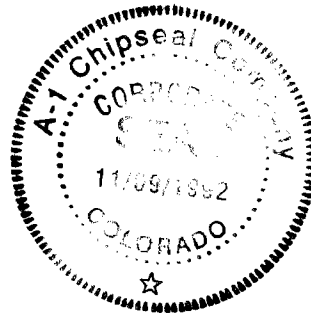
CONTRACTOR:

A-1 Chipseal Co
Company Name

8/25/10
Date

Daniel J. Gryzmala
Name (Print or Type)

[Signature]
Signature



President
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

Adams County – Parking Repair Project / IFB 2016.232
Addendum #1 - June 22, 2016

Fee Proposal Breakdown:

Adams County Facility Operations intends to perform all work included in this Bid Package, however due to budget restraints may have to make selective decisions as to the extent of the work performed. To this end, Bidders shall provide a line item breakdown of work scope on their Fee Proposal:

Justice Center	\$ 10,322.40	\$ 40,735.44	\$ 2,935.00	\$ 53,992.84
Facility Operation Storage	\$ 1,496.00	\$ 14,154.48	\$ 1,980.00	\$ 17,630.48
Animal Shelter	N/A	N/A	\$ 310.00	\$ 310.00
Western Service Center	\$ 1,917.30	\$ 9,307.44	\$ 950.00	\$ 12,174.74
Sheriff's Headquarters /Coroner	\$ 1,375.00	\$ 7,430.40	\$ 550.00	\$ 9,355.40
DA Office Building (West Lot Only)	\$ 4,324.10	\$ 14,590.80	\$ 885.00	\$ 19,799.90
Public Works/Fleet (Public Lot Only)	\$ 631.40	\$ 3,504.60	\$ 375.00	\$ 4,511.00
Flatrock Training (Public Parking Only)	\$ 966.90	\$ 9,979.20	\$ 280.00	\$ 11,226.10
Strasburg	\$ 767.80	\$ 2,492.64	\$ 240.00	\$ 3,500.44
Government Center	\$ 7,975.00	\$ 54,448.20	\$ 8,370.25	\$ 70,793.45
Regional Park Historic Lot. Mill and repave 2"; Till, Re-compact, Pave 4"; or Bidder's Option (maintain 2 year warranty).	Provide Lump Sum cost for options to either: 1) Mill & Overlay; or 2) Till, Re-compact and Pave; or 3) voluntary alternative option to complete the resurfacing of the entire lot. reconstruct w/ surveying			1) \$ N/A 2) \$ N/A 3) \$ 151,381.00
Sheriff's Impound Lot. Compact existing grade, pave 2".	Provide Lump Sum cost for sub grade preparation maintaining existing drainage courses, and new 2" recycled asphalt surfacing.			\$ 14,319.40
TOTAL BID	-----	-----	-----	\$ 368,994.75

Owner's Allowance:

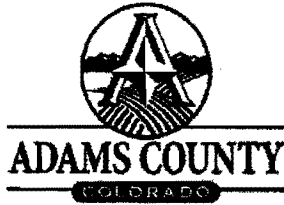
Adams County Facility Operations may selectively include within the final contract value an allowance for minor work scopes that are discovered, encountered, or otherwise identified during the project. These may include repairs at the current or other project sites. Final value to be determined but is estimated at 10% to 20% of the contract value.

Unit Pricing:

Adams County Facility Operations may selectively identify other work to be added or removed from the Scope of Work (see Owner's Allowance above), and requests the following unit pricing (values to be held through December 31, 2016):

Asphalt Patch/Replace	Square Foot	\$ 2.69
Hot In-Place Recycled	Square Foot	\$ 2.50
Perimeter Seal (Asphalt to Conc. Curb/Gutter)	Lineal Foot	\$.55
Asphalt Crack Seal	Lineal Foot	\$.55
Asphalt Seal Coat	Square Foot	\$.12
Striping	Lineal Foot	\$.16
Concrete Sidewalk Remove and replace	Square Foot	\$ 12.50
Concrete Drainage Pan	Square Foot	\$ 15.00
Concrete Curb & Gutter Remove and replace	Linear Foot	\$ 29.00
Concrete crack caulking (Openings of 1/4"++)	Linear foot	\$ 2.55

Sheriff's Impound Lot
Additional 1" Recycled Square Yard \$7.16
Asphalt



Finance Department
4430 South Adams County Parkway
Brighton, CO 80601
PHONE 720.523.6055 FAX 720.523.6058

VENDOR INFORMATION FORM

All suppliers must complete and return this form as well as a W-9
(Payments & New Vendor #'s will not be processed without a completed W-9)

PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

Employee Name

Department/Elected Office

Company Name (Please include dba name, if applicable.)

A-1 Chipseal Co.

Company Name

DBA Name (if applicable)

Does this company function solely as a manufacturer rep or distributor? YES NO

If YES, is invoice payment sent to your remit-to address or the manufacturer?

If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES NO

If YES, please copy and complete this form for each location.

Remit-To Information (Invoice Payment):

A-1 Chipseal Co.

Company Name

2505 E 74th Ave.

Address

Address 2

Denver

City

Adams

County

Colorado

State

80229

Zip Code

303-464-9267

Phone Number

303-464-9261

Fax Number

Address for Purchase Orders/Contracts (If different from above.)

Same as Above

Address

Address 2

City

County

State

Zip Code

Phone Number

Fax Number

Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote
303-464-9267

Phone Number

303-464-9261

Fax Number

Company Information

www.a-1chipseal.com

Web Address

mbitzer@a-1chipseal.com

Company Email Address

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

Same as Above

Company Email Address

Contact Information

Mallory Bitzer

Contact Name

Estimator

Position/Title

303-464-9267

Contact Phone Number

303-464-9261

Contact Fax Number

mbitzer@a-1chipseal.com

Contact Email Address (if different than above)

BUSINESS CLASSIFICATION – Please check all that apply and attach supporting documents for these business classifications:

Small Business

Veteran Owned

Disadvantaged

Vietnam Veteran

Woman Owned

Service Disabled Veteran

Hub-Zone

Business is 51% owned by physically disabled individual(s)

ETHNICITY OF BUSINESS – Please check where applicable

Black American

Native American

Hispanic American

Caucasian

Asian Pacific American

Other _____

Subcontinent Asian American

CONFLICT OF INTEREST

Does this company employ any Adams County employees or their immediate family members? YES NO

If YES, please explain

Does this company have any financial interests with an Adams County employee? YES NO

If YES, please explain

Thank you!

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. A-1 Chipeel Co.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) 2505 E 74th Ave	Requester's name and address (optional)
6 City, state, and ZIP code Denver, CO 80229	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number	
[] [] [] - [] [] - [] [] [] []	

OR

Employer identification number	
8 4 - 1 2 1 6 8 1 7	

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Elydia Perenbach*

Date ▶ 05/12/2016

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
 Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

A-1 Chipseal Co.
Company Name

6/30/16

Date

Rick Whitfield
Name (Print or Type)


Signature

Vice President
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



Parking Lot Repair 2016.232

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

Three Hundred Sixty Eight Thousand, Nine Hundred Ninety
 Four Dollars and Seventy Five Cents

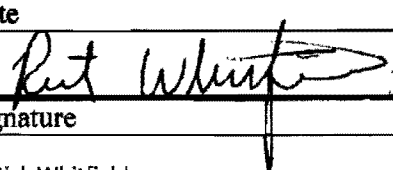
 Written Amount

\$ 368,994.75

 Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____
 If None, Please write NONE.

A-1 Chipseal Co.	6/30/2016
Company Name	Date
2505 E 74th Ave	
Address	Signature
Denver, CO 80229	Rick Whitfield
City, State, Zip Code	Printed Name
Adams	Vice President
County	Title
303-464-9267	303-464-9261
Telephone	Fax
mbitzer@a-1chipseal.com	
Email Address	

A-1 Chipseal Co.
References
Largest Completed Projects for the Past Five Years

Last updated 02/01/2016

Initial Contract \$ Amount	Final Contract \$ Amount	Category \$ Value	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
\$ 2,715,915.45	\$ 2,818,927.45	\$ 2,715,915.45	\$ 2,147,846.49	Broomfield, City of	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Les Weillacher (303) 464-5675	Chipseal, Slurry Seal, Capeseal, Concrete, Asphalt	12/18/12	No
\$ 2,666,139.34	\$ 2,772,798.98	\$ 2,666,139.34	\$ 2,432,064.29	City of Broomfield	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Les Weillacher (303) 464-5675	Concrete, Patching, Paving, Chip Seal, Slurry Seal, Crack Seal	12/06/13	No
\$ 2,459,649.54	\$ 2,478,194.86	\$ 2,459,649.54	\$ 2,081,452.22	Broomfield, City of	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Les Weillacher (303) 464-5675	Chipseal, Slurry Seal, Capeseal, Concrete, Asphalt	12/31/14	No
\$ 2,189,571.60	\$ 2,385,819.66	\$ 2,189,571.60	\$ 1,894,878.74	Broomfield, City of	City of Broomfield One DesCombes Drive Broomfield, CO 80020 Les Weillacher (303) 464-5675	Chipseal, Slurry Seal, Capeseal, Concrete, Asphalt	12/15/11	No
\$ 2,001,534.47	\$ 2,031,542.78	\$ 2,001,534.47	\$ 1,985,657.44	City and County of Denver 2014	City & County of Denver 201 W. Colfax Ave. Denver, CO 80202 Acct. Payable/Dave Ockers (303) 446-3466	Chipseal, Crackseal	10/31/14	No
\$ 1,997,708.60	\$ 2,186,908.52	\$ 1,997,708.60	\$ 2,038,747.07	Surface Treatment Program	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Chip Seal, Slurry Seal, Patching	10/31/11	No
\$ 1,848,448.63	\$ 1,817,843.66	\$ 1,848,448.63	\$ 1,749,768.12	Aurora Surface Treatment Progr	City of Aurora 15740 E 32nd Ave Aurora, CO 80011 Raul Griego (303) 326-8208	Slurry Seal, Paving	10/17/14	No
\$ 1,639,937.50	\$ 1,639,871.10	\$ 1,639,937.50	\$ 1,586,088.83	City of Denver	City & County of Denver 201 W. Colfax Ave. Denver, CO 80202 Acct. Payable/Dave Ockers (303) 446-3466	Chip Seal, Slurry Seal, Crack Seal	10/31/11	No
\$ 1,624,382.31	\$ 930,117.77	\$ 1,624,382.31	\$ 701,541.51	STA0703-376	Colorado Dept. of Transport 201 E. Arkansas Room 158 Denver, CO 80222 Rick (720) 298-5552	Paving, Crack Seal	12/31/12	No

A-1 Chipseal Co.
References
Largest Completed Projects for the Past Five Years

Last updated 02/01/2016

Initial Contract \$ Amount	Final Contract \$ Amount	Category \$ Value	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
\$ 1,598,446.90	\$ 1,669,814.66	\$ 1,598,446.90	\$ 1,509,158.20	Douglas County	Douglas County 100 3rd Street #250 Castle Rock, CO 80104 Sandi - Finance (303) 660-7430	Chipseal, Slurry Seal	10/31/11	No
\$ 1,593,768.75	\$ 1,597,884.95	\$ 1,593,768.75	\$ 1,466,839.95	City of Denver	City & County of Denver 201 W. Colfax Ave. Denver, CO 80202 Auct. Payable/Dave Oikens (303) 441-3465	Chip Seal, Slurry Seal, Crack Seal	12/14/12	
\$ 1,578,593.26	\$ 1,343,526.96	\$ 1,578,593.26	\$ 946,233.99	Arvada, City of	City of Arvada P.O. Box 8101 Arvada, CO 800018101 Christopher Yaney (720) 898-7730	Chip Seal, Patching, Crack Seal	12/14/12	
\$ 1,573,906.05	\$ 1,276,589.43	\$ 1,573,906.05	\$ 817,673.87	City of Arvada	City of Arvada P.O. Box 8101 Arvada, CO 800018101 Christopher Yaney (720) 898-7730	Chip Seal, Patching, Patching, Crack Seal	10/31/14	
\$ 1,545,347.28	\$ 1,621,610.88	\$ 1,545,347.28	\$ 702,126.64	Hot Applied Chipseal Overlay	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal and Hot Chip Seal	10/31/11	No
\$ 1,514,682.20	\$ 1,540,644.98	\$ 1,514,682.20	\$ 1,151,271.27	Colorado Department of Transpo	Colorado Dept. of Transport 1201 E. Arkansas Room 158 Denver, CO 80232 Rick (720) 299-5552	Chip Seal	12/14/12	No
\$ 1,446,381.97	\$ 1,445,721.96	\$ 1,446,381.97	\$ 1,379,735.81	Fort Collins, City of	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal and Slurry Seal	10/31/13	No
\$ 1,439,369.91	\$ 1,429,738.85	\$ 1,439,369.91	\$ 1,407,312.09	Aurora Surface Treat. Program	City of Aurora 15740 E 32nd Ave Aurora, CO 80013 Raul Gallego (303) 526-8208	Slurry/Paving	11/30/13	No
\$ 1,437,840.98	\$ 1,386,522.94	\$ 1,437,840.98	\$ 1,339,603.33	Weld County Program	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry and Seal Coat	10/15/13	No

A-1 Chipseal Co.

References

Largest Completed Projects for the Past Five Years

Last updated 02/01/2016

Initial Contract \$ Amount	Final Contract \$ Amount	Category \$ Value	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
\$ 1,408,379.50	\$ 1,388,518.50	\$ 1,408,379.50	\$ 1,337,166.50	Adams County	Adams County 4430 S. Adams County Parkway Brighton, CO 806018212 Liz Estrada (720) 523-6052	Chip Seal	10/19/12	No
\$ 1,405,455.60	\$ 1,475,737.31	\$ 1,405,455.60	\$ 731,676.80	Thornton Chip seal	City of Thornton 12450 Washington St Thornton, CO 80241 Daniel Galanaugh (303) 538-7375	Slurry Seal	12/06/13	No
\$ 1,396,563.80	\$ 1,295,536.67	\$ 1,396,563.80	\$ 1,026,098.74	CDOT US 160 Alamosa East	Colorado Dept. of Transportati 120 N. Riverside Rd Sterling, CO 80751 Brett Locke (970) 522-0481	Chipseal	10/01/15	No
\$ 1,359,762.44	\$ 1,306,698.18	\$ 1,359,762.44	\$ 1,043,441.87	Westminster, City of	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chip Seal and Hot Chip Seal	10/31/13	No
\$ 1,251,512.00	\$ 1,242,275.50	\$ 1,251,512.00	\$ 1,210,107.25	Commerce City Chipseal	City of Commerce City 8602 Rosemary St Commerce City, CO 80022 Sean Lellocky (303) 289-6176	Chipseal	10/15/13	No
\$ 1,247,249.99	\$ 1,364,211.25	\$ 1,247,249.99	\$ 1,282,263.66	City and County of Denver	City & County of Denver 201 W. Colfax Ave. Denver, CO 80202 Acct. Payable/Dave Ockers (303) 446-3466	Chip Seal, Slurry Seal, Crack Seal	10/31/11	
\$ 1,214,801.64	\$ 1,211,640.48	\$ 1,214,801.64	\$ 1,010,746.58	City of Westminster	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chip Seal, Patching, Hot Chip Seal	10/31/11	No
\$ 1,209,819.51	\$ 1,196,025.67	\$ 1,209,819.51	\$ 1,144,834.43	Weld County 2014 Slurry	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Slurry Seal, Infrared, Seal Coat	10/17/14	No
\$ 1,174,132.26	\$ 1,251,988.57	\$ 1,174,132.26	\$ 1,236,093.96	Colo Spgs 2015 Chipseal Prog	City of Colorado Springs 688 Geiger Court Colorado Springs, CO 80915 Ken Glanino (719) 385-6813	Chipseal	09/18/15	No

A-1 Chipseal Co.

References

Largest Completed Projects for the Past Five Years

Last updated 02/01/2016

Initial Contract \$ Amount	Final Contract \$ Amount	Category \$ Value	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
\$ 1,043,250.00	\$ 1,036,736.53	\$ 1,043,250.00	\$ 976,137.35	Weld County Program	Weld County 1150 O Street Greeley, CO 80631 Josh Holbrook (970) 304-6496	Chip Seal, Slurry Seal, Seal Coat	09/21/12	No
\$ 1,029,556.09	\$ 1,237,786.85	\$ 1,029,556.09	\$ 1,283,298.10	City of Fort Collins	City of Fort Collins Operations Services Fort Collins, CO 80522 Monty Wagner (970) 224-6061	Chip Seal, Slurry Seal, Patching	11/30/14	No
\$ 991,117.59	\$ 941,632.20	\$ 991,117.59	\$ 409,690.17	Hot Applied Chipseal Overlay	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal, Hot Chip Seal	09/14/12	No
\$ 929,667.76	\$ 869,834.53	\$ 929,667.76	\$ 801,926.87	City of Westminster	City of Westminster 6575 West 88th Ave Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Microsurfacing, Slurry Seal	10/30/12	No
\$ 923,233.00	\$ 875,825.00	\$ 923,233.00	\$ 723,587.90	Colorado Department of Transpo	Colorado Dept. of Transport. 4201 E. Arkansas Room 158 Denver, CO 80222 Rick (720) 299-5552	Chip Seal	09/21/12	No
\$ 890,084.89	\$ 3,074.76	\$ 890,084.89	\$ 3,074.76	Anthem Slurry Seal	Premier Paving 2005 Harley St Denver, CO 80222 (303) 940-3063	Chipseal, Slurry Seal	10/31/11	No
\$ 885,893.51	\$ 806,251.56	\$ 885,893.51	\$ 405,782.09	City of Westminster	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chip Seal & Hot Chip Seal	10/31/14	No
\$ 883,936.60	\$ 882,376.41	\$ 883,936.60	\$ 715,730.91	CDOT - SH7 Lyons to Raymond	Colorado Dept. of Transport. 4201 E. Arkansas Room 158 Denver, CO 80222 Rick (720) 299-5552	Chipseal	10/30/13	No
\$ 877,595.18	\$ 742,179.12	\$ 877,595.18	\$ 710,667.12	City of Ft. Collins Asphalt Su	City of Fort Collins 281 N. College Ave. Fort Collins, CO 80522 Stan Welsch - Finance Debbie D (970) 416-2091	Chip Seal and Slurry Seal	09/28/12	No

A-1 Chipseal Co.

References

Largest Completed Projects for the Past Five Years

Last updated 02/01/2015

Initial Contract \$ Amount	Final Contract \$ Amount	Category \$ Value	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
\$ 842,864.00	\$ 837,934.29	\$ 842,864.00	\$ 498,759.65	Westminster-2015 Chipseal	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chipseal	10/31/15	No
\$ 836,743.44	\$ 839,100.76	\$ 836,743.44	\$ 707,113.09	Parker-2015 Chip/Slurry Prog	Town of Parker 20120 E Malnstreet Parker, CO 80138 Ron Martinez (303) 805-3163	Chipseal, Slurry Seal, Microsurfacing	09/29/15	No
\$ 812,879.20	\$ 887,383.10	\$ 812,879.20	\$ 384,968.98	City of Thornton	City of Thornton 12400 W. Hampden St Thornton, CO 80241 Diana Pugh (303) 556-7750	Slurry Seal	11/16/12	No
\$ 807,584.07	\$ 837,418.52	\$ 807,584.07	\$ 814,364.27	City of Greeley Chipseal	City of Greeley 1000 10th Street Greeley, CO 80631 Pat Hill (970) 350-9450	Chip Seal & Microsurfacing	09/30/11	No
\$ 804,694.99	\$ 706,195.59	\$ 804,694.99	\$ 648,231.89	Douglas City Surface Trmt Prog	Douglas County 100 3rd Street #130 Castle Rock, CO 80104 Sandi - Finance (303) 660-7430	Chipseal	09/18/15	No
\$ 768,300.01	\$ 740,452.69	\$ 768,300.01	\$ 735,004.95	City of Boulder	City of Boulder Facilities & Fleet Management Boulder, CO 80306 Wendy Testa (303) 441-1880	Chip Seal & Crack Seal	07/30/14	
\$ 768,228.73	\$ 697,219.60	\$ 768,228.73	\$ 623,497.43	City of Westminster	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Microsurfacing, Slurry Seal	10/31/11	No
\$ 743,408.75	\$ 721,186.25	\$ 743,408.75	\$ 675,294.47	Arvada, City of Sealcoat	City of Arvada P.O. Box 8101 Arvada, CO 800018101 Christopher Yaney (720) 898-7730	Crack Seal, Slurry Seal	09/23/11	
\$ 743,103.56	\$ 708,783.12	\$ 743,103.56	\$ 470,862.30	City of Westminster	City of Westminster 6575 West 88th Ave. Westminster, CO 80030 Barb - Finance A/P NET 30 days (303) 658-2522	Chip Seal, Seal Coat	09/14/12	No

A-1 Chipseal Co.

References

Largest Completed Projects for the Past Five Years

Last updated 02/01/2018

Initial Contract \$ Amount	Final Contract \$ Amount	Category \$ Value	Self-Performed \$ Value	Project Name	Owner's Name, Address, Contact Name & Phone No.	Project Description	Completion Date	Liquidated Damages
\$ 731,529.03	\$ 735,096.00	\$ 731,529.03	\$ 729,100.00	Greeley, City of - Chipseal	City of Greeley 1000 10th Street Greeley, CO 80631 Pat Hill (970) 350-9450	Chip Seal & Slurry Seal	10/15/13	No
\$ 712,997.04	\$ 714,883.30	\$ 712,997.04	\$ 713,333.30	Adams County	Adams County 1401 S. Adams County Parkway Brighton, CO 80601 Liz Bethada (720) 543-5052	Chipseal	10/17/14	No
\$ 712,822.88	\$ 621,451.10	\$ 712,822.88	\$ 370,852.78	Erie Street Maintenance Progra	Town of Erie P.O. Box 750 Erie, CO 80516 Frank Mclwain (303) 926-2883	Chip Seal, Paving, Crack Seal, Hot Chip Seal, Milling	11/30/14	
\$ 679,275.00	\$ 670,851.95	\$ 679,275.00	\$ 625,051.81	Brighton 2015 Crack-Chip Slurr	City of Brighton 22 South 4th Ave Brighton, CO 80901 Bill Allen (303) 654-2036	Crack Seal, Chipseal, Slurry Seal, Microsurfacing	08/31/15	No
\$ 558,803.33	\$ 1,106,940.29	\$ 558,803.33	\$ 1,052,490.56	Arapahoe County 2014 Slurry	Arapahoe County 7600 S. Peoria Street Englewood, CO 80112 Jon Heesa (720) 874-6501	Slurry Seal, Microsurfacing	04/30/15	No
\$ 502,148.23	\$ 514,469.35	\$ 502,148.23	\$ 451,226.04	Longmont 2015 Chipseal Progra	City of Longmont 1300 S. Sherman St Longmont, CO 80501 Gary Winka (970) 684-8317	Chipseal	08/31/15	No
\$ 486,484.05	\$ 484,421.10	\$ 486,484.05	\$ 480,206.75	Elbert County Road & Bridge	Elbert County, Colorado P.O. Box 116 Kiowa, CO 80117 Carol Farr (303) 621-3157	Slurry Seal, Microsurfacing	10/16/15	No
\$ 474,699.55	\$ 410,336.56	\$ 474,699.55	\$ 409,227.51	Loveland 2015 St Resurfacing Proj	City of Loveland 500 East Third Loveland, CO 80537 Heather Ramseier - AP (970) 962-2310	Chipseal	06/30/15	No