

ADAMS COUNTY
CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this 10th day of JUNE 2016, 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 Foothills Paving & Maintenance, Inc., located at 15485 W. 44th Avenue, Suite C, Golden, CO 80403 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: 2016.416 Street Seal Program

- 1.2. The Contractor shall perform in accordance with the project scope and provisions of the Scope of Work for the 2016 Street Seal Program which includes completing the Scope of Work for the 2015 Street Seal Program , 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 IFB 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. Term of Agreement: The work to be performed under this Agreement shall commence upon receipt of Notice to Proceed and be completed on or before September 15, 2016.

4.2. Extension/Renewal Option: The County, at its sole option, may offer to extend or renew this Agreement as necessary for up to two, one year extensions/renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions or renewals must be mutually agreed upon in writing by the County and the Contractor.

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, the sum of seven hundred eighty-one thousand three hundred twelve dollars and fifty-five cents (\$781,312.55).
- 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 the proper 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:

6.4.

Original Contract Amount (\$)		Liquidated Damages per Calendar Day (\$)
From More Than	To And Including	
0	150,000	500
150,000	500,000	1,000
500,000	1,000,000	1,600
1,000,000	2,000,000	2,300
2,000,000	4,000,000	4,100
4,000,000	10,000,000	5,800
10,000,000		7,000

6.5. 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.

6.6. 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.

6.7. 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 Solicitation, 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 Lydia Stegall, who can be reached by phone at 720-523-6958. 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
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*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 Transportation Department
Contact: Rene Valdez, Transportation Stormwater and Infrastructure Manger
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720-523-6961
E-mail: rvaldez@adcogov.org

Department: Adams County Purchasing
Contact: Liz Estrada, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6052

E-mail: lestrada@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: Foothills Paving & Maintenance, Inc.

Contact: Michael L. Horn

Address: 15485 W. 44th Avenue, Suite C

City, State, Zip: Golden, CO 80403

Phone: 303-462-5600

E-mail:

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. Lewis
Chair

6/10/16
Date

Foothills Paving & Maintenance, Inc.

Michael L. Horn
Signature

6/7/16
Date

Michael L. Horn
Printed Name

President
Title

Attest:

Stan Martin, Clerk and Recorder

E. Hanna
Deputy Clerk

Approved as to Form:

D. East
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Adams)

STATE OF Colorado)SS.

Signed and sworn to before me this 7 day of June , ,

by Roxanne Sherrill ,

Roxanne Sherrill
Notary Public

ROXANNE SHERRILL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047345
MY COMMISSION EXPIRES 12/16/2018

My commission expires on: December 16, 2018

SEAL PROJECT COST
 ADAMS COUNTY PROJECT ID: 3055.7822
 2016.416 STREET SEAL PROGRAM

LINE ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	EST. BID QUANT.	UNIT BID PRICE	AMOUNT BID
1	304-06000	AGGREGATE BASE COURSE	TN	25	\$66.00	\$1,650.00
2	403-00720	HOT MIX ASPHALT (PATCHING)	TN	40	\$210.00	\$8,400.00
3	408-01000	HOT POUR CRACK SEAL	TN	5	\$3,350.00	\$16,750.00
4	408-01400	ASPHALT SPECIAL (WIDE CRACKS)	TN	5	\$3,850.00	\$19,250.00
5	409-01015	COVER COAT MATERIAL (TYPE I)	SY	195,405	\$2.11	\$412,304.55
6	409-09500	COVER COAT MATERIAL (SPECIAL)	SY	94,744	\$2.25	\$213,174.00
7	627-00005	EPOXY PAVEMENT MARKING PAINT	GAL	820	\$87.00	\$71,340.00
8	627-30332	PREFORMED THERMO-PLASTIC PAVEMENT MARKING (XWALK-STOP LINE)(TYPE III)	SF	792	\$14.00	\$11,088.00
9	627-30405	PREFORMED THERMO-PLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	742	\$18.00	\$13,356.00
10	630-00012	TRAFFIC CONTROL	LS	1	\$6,500.00	\$6,500.00
					SUB-TOTAL:	\$773,812.55
11	700-70010	F/A MINOR CONTRACT REVISIONS	F A	1.00	\$7,500	\$7,500.00
					TOTAL BID:	\$781,312.55

Adams County 2015.424 Seal Program

Project ID: 3055.7822

Bid Summary

2015.424 SEAL PROGRAM

TOTAL FROM BID SCHEDULES: \$ 588,838.99

(Amount in Figures)

Five hundred eighty-eight thousand eight hundred thirty-eight and 99/100

(Written Amount)

DOLLARS.

Respectfully Submitted:

Foothills Paving & Maintenance, Inc.
Company Name

April 23, 2015
Date

15485 W. 44th Avenue, Suite C

303-462-5600
Telephone

Golden, CO 80403
Company Address

303-462-5601
FAX No

Michael L. Horn
Signature

Michael L. Horn
Name Printed or Typed

President
Title

303-462-5600
Telephone

Will obtain necessary licenses upon award.
License No. (if applicable)

ADDENDA ACKNOWLEDGMENTS

I, the undersigned, as Secretary of the Corporation submitting the foregoing Proposal, hereby certify that, under and pursuant to the bylaws and resolutions of said corporation, each officer who has signed said Proposal on behalf of the corporation is fully and completely authorized so to do. (SEAL)

ATTEST: *Linda L Garcia*
Linda L Garcia, Secretary

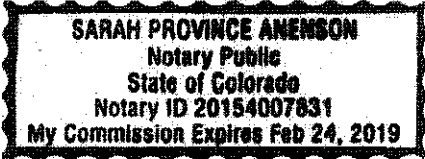
My Commission expires: Feb 24, 2019

n/a n/a *Sarah Province Anenson*
ADDENDA NO. DATE Sarah P. Anenson

n/a n/a
ADDENDA NO. DATE

n/a n/a
ADDENDA NO. DATE

n/a n/a
ADDENDA NO. DATE



BID SCHEDULE
2015.424 SEAL PROGRAM
ADAMS COUNTY PROJECT ID: 3055.7822
BID OPENING DATE: 04/23/15

LINE ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	EST. BID QUANT.	UNIT BID PRICE	AMOUNT BID
01	409-01015	COVER COAT MATERIAL (TYPE I)	SY	111,177	\$2.11	\$234,583.47
02	409-04050	COVER COAT MATERIAL (SPECIAL)	SY	94,744	\$2.25	\$213,174.00
03	409-09500	SLURRY SEAL MATERIAL	SY	71,054	\$1.88	\$133,581.52
					SUB-TOTAL:	\$581,338.99
04	700-70010	F/A MINOR CONTRACT REVISIONS	F A	1.00	\$7,500	\$7,500.00
					TOTAL BID:	\$588,838.99

BID PROPOSAL

2015.424 SEAL PROGRAM

Proposal of Foothills Paving & Maintenance, Inc. (hereinafter called Bidder),

organized and existing under the laws of the State of Colorado, doing business as

(an) (a) Corporation. * (Insert "corporation, partnership, individual", as applicable)

To the Owner:

In accordance with the advertisement of Adams County inviting bid proposals for the **2015.424 Seal Program, Project ID: 3055.7822** herein before named, and in conformity with the Contract Plans, Contract Documents, Specifications, and Special Provisions and all Addenda pertaining thereto, all on file at the office of the County Purchasing Agent.

The County's Purchasing Agent for this project is identified in the Invitation to Bid.

Bidder hereby certifies that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the site, of the work, and Contract form, together with the Plans, Specifications, and Special Provisions for the construction of the above named project.

Bidder understands that the quantities of work shown herein are approximations and are subject to be increased or decreased; that all quantities of work, whether increased or decreased within the limits specified in the Contract, are to be performed at the unit prices or lump sums as shown on the attached schedule; that at the time of opening bids, a total bid only will be read, but that a comparison of bids will be based on the correct summation of item totals obtained from the unit prices or lump sum totals bid as provided in Section 102 Bidding Requirements and Conditions.

Bidder proposes to furnish all necessary machinery, equipment, tools, labor, and other means of construction, and to furnish all materials specified in the manner and at the time prescribed, all in accordance with the terms of the Contract Documents, Plans, Specifications, and the Special Provisions forming apart thereof.

Bidder further proposes to execute the form of Contract and Bonds within 10 days after receiving written Notice of Award.

Bidder further proposes to perform all work in accordance with the Contract Documents, Plans, Specifications, Standard Special Provisions, and Project Special Provisions and in a good and workmanlike manner, and to renew or repair any work which may be rejected due to defective materials or workmanship, prior to final completion and acceptance by the County.

SEAL PROGRAM -CHIP SEAL TABULATION

Street	Route Ahead	Route Back	Length	Width	COVER COAT MATERIAL (TYPE 1) SY
			(FT)	(FT)	409-01015
E 152nd Ave	Piccadilly Rd	Unnamed	520	26	1502
E 152nd Ave	Unnamed	Lark Bunting Ln	520	26	1502
E 152nd Ave	Unnamed	Lark Bunting Ln	520	26	1502
E 152nd Ave	Unnamed	Lark Bunting Ln	461	26	1332
E 152nd Ave	Lark Bunting Ln	Frontage Rd	356	26	1027
E 152nd Ave	Piccadilly Rd	Unnamed	520	26	1502
E 152nd Ave	Unnamed	Lark Bunting Ln	520	26	1502
E 152nd Ave	Piccadilly Rd	Unnamed	375	24	999
Lowell Blvd	W 62nd Ave	W 62nd Ave	282	44	1377
Lowell Blvd	W 64th Ave	W 62nd Ave	1322	44	6463
Lowell Blvd	W 66th Ave	W 64th Ave	1342	44	6561
Lowell Blvd	W 67th Ave	W 66th Ave	638	44	3118
Lowell Blvd	W 68th Ave	W 67th Ave	691	46	3532
Lowell Blvd	W 69th Ave	W 68th Ave	712	48	3797
E 128th Ave	Piccadilly Rd	Tower Rd	519	24	1385
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1386
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1386
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1387
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1387
E 128th Ave	Piccadilly Rd	Tower Rd	165	24	439
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1387
E 128th Ave	Piccadilly Rd	Tower Rd	521	24	1389
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1387
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1387
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1387
E 128th Ave	Piccadilly Rd	Tower Rd	521	24	1389
E 128th Ave	Piccadilly Rd	Tower Rd	519	24	1385
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1388
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1387
E 128th Ave	Piccadilly Rd	Tower Rd	519	24	1385
E 128th Ave	Piccadilly Rd	Tower Rd	519	24	1385
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1386
E 128th Ave	Piccadilly Rd	Tower Rd	521	24	1388
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1386
E 128th Ave	Piccadilly Rd	Tower Rd	520	24	1386
E 152nd Ave*	Gun Club Rd	Piccadilly Rd	520	22	1271

SEAL PROGRAM -CHIP SEAL TABULATION

Street	Route Ahead	Route Back	Length	Width	COVER COAT MATERIAL (TYPE 1) SY
			(FT)	(FT)	409-01015
E 152nd Ave	Gun Club Rd	Piccadilly Rd	520	22	1271
E 152nd Ave	Gun Club Rd	Piccadilly Rd	520	22	1271
E 152nd Ave	Gun Club Rd	Piccadilly Rd	520	22	1271
Piccadilly Rd	Unknown	E 132nd Ave	520	24	1387
Piccadilly Rd	Unknown	E 132nd Ave	525	24	1400
Piccadilly Rd	E 152nd Ave	E 144th Ave	520	24	1387
Piccadilly Rd	E 152nd Ave	E 144th Ave	520	24	1387
Piccadilly Rd	E 132nd Ave	E 128th Ave	520	24	1387
Piccadilly Rd	E 132nd Ave	E 128th Ave	520	24	1387
Piccadilly Rd	Unknown	E 132nd Ave	520	24	1387
Piccadilly Rd	Unknown	E 132nd Ave	520	24	1387
Piccadilly Rd	E 152nd Ave	E 144th Ave	563	24	1501
Piccadilly Rd	E 132nd Ave	E 128th Ave	520	24	1387
Piccadilly Rd	E 144th Ave	Unknown	520	24	1387
Piccadilly Rd	E 144th Ave	Unknown	145	24	387
Piccadilly Rd	E 144th Ave	Unknown	520	24	1387
Piccadilly Rd	E 152nd Ave	E 144th Ave	520	24	1387
Piccadilly Rd	Unknown	E 132nd Ave	520	24	1387
Piccadilly Rd	E 144th Ave	Unknown	520	24	1387
Piccadilly Rd	E 144th Ave	Unknown	520	24	1387
Piccadilly Rd	E 144th Ave	Unknown	520	24	1387
Piccadilly Rd	E 132nd Ave	E 128th Ave	520	24	1387
Piccadilly Rd	Unknown	E 132nd Ave	520	24	1387
Piccadilly Rd	E 152nd Ave	E 144th Ave	520	24	1387
Piccadilly Rd	E 144th Ave	Unknown	520	24	1387
Piccadilly Rd	E 144th Ave	Unknown	520	24	1387
Piccadilly Rd	E 152nd Ave	E 144th Ave	520	24	1387
Piccadilly Rd	E 144th Ave	Unknown	520	24	1387
Piccadilly Rd	E 132nd Ave	E 128th Ave	553	24	1474
Piccadilly Rd	E 152nd Ave	E 144th Ave	520	24	1387
Piccadilly Rd	E 144th Ave	Unknown	520	24	1387
Piccadilly Rd	E 152nd Ave	E 144th Ave	520	24	1387
Piccadilly Rd	E 152nd Ave	E 144th Ave	520	24	1387
Piccadilly Rd	E 152nd Ave	E 144th Ave	520	24	1387
				TOTAL	111,177

SEAL PROGRAM -CHIP SEAL TABULATION

Street	Route Ahead	Route Back	Length	Width	COVER COAT MATERIAL (SPECIAL) SY
			(FT)	(FT)	409-09500
E 160th Pl	Willow Way	Verbena St	772	24	2058
Willow St	E 163rd Ave	E 162nd Ave	494	24	1317
Xenia St	E 162nd Ave	End of road	533	24	1421
Xenia St	End of road	E 162nd Ave	336	24	896
E 162nd Ave	Willow St	Verbena St	705	24	1879
E 162nd Ave	Xenia St	Willow St	851	24	2269
E 162nd Ave	Yosemite St	Xenia St	268	24	713
E 163rd Ct	E 163rd Pl	E 163rd Ave	276	24	737
E 163rd Ct	E 163rd Pl	End of road	258	24	688
E 161st Ave	Willow Way	Verbena St	785	24	2095
Verbena St	E 161st Ave	E 160th Pl	594	24	1584
Verbena St	E 162nd Ave	E 161st Ave	622	24	1658
Verbena St	E 163rd Ave	E 162nd Ave	505	24	1347
Willow Way	E 161st Ave	E 160th Pl	455	24	1212
E 163rd Ave	E 163rd Ct	Verbena St	692	24	1845
E 163rd Ave	Willow St	E 163rd Ct	314	24	838
E 163rd Pl	Xenia Ct	E 163rd Ct	728	24	1942
E 163rd Pl	Yosemite St	Xenia Ct	276	24	736
Oneida St	E 163rd Ave	E 162nd Dr	853	24	2274
Xenia Ct	E 163rd Pl	End of road	301	24	803
Leyden St	E 163rd Ave	E 162nd Dr	579	24	1544
Leyden St*	E 165th Pl	E 163rd Ave	565	24	1506
E 162nd Dr	Oneida St	Leyden St	1098	24	2929
E 163rd Ave	Kearney Ct	Ivanhoe St	1003	24	2675
E 163rd Ave	Leyden St	Kearney Ct	538	24	1434
E 163rd Ave	End of road	Leyden St	695	24	1852
Kearney Ct	E 163rd Ave	End of road	354	24	945
Oneida Ct	E 162nd Ave	End of road	442	24	1179
E 162nd Ave	Ivanhoe St	Holly St	413	52	2385
E 162nd Ave	Krameria Ct	Ivanhoe St	1225	24	3268
E 162nd Ave	E 162nd Dr	Krameria Ct	654	24	1743
Krameria Ct	E 162nd Ave	End of road	339	24	905
E 162nd Pl	End of road	Ivanhoe St	341	24	910
E 161st Ave	End of road	Ivanhoe St	759	24	2025
Ivanhoe St	E 161st Ave	E 160th Pl	465	24	1239
Ivanhoe St	E 162nd Ave	E 161st Ave	556	24	1482

SEAL PROGRAM -CHIP SEAL TABULATION

Street	Route Ahead	Route Back	Length	Width	COVER COAT MATERIAL (SPECIAL) SY
			(FT)	(FT)	409-09500
Ivanhoe St	E 162nd Pl	E 162nd Ave	631	24	1681
Ivanhoe St	E 163rd Ave	E 162nd Pl	493	24	1314
E 160th Pl	End of road	Ivanhoe St	575	24	1534
E 163rd Ave	E 162nd Pl	Havana St	668	34	2525
Lola St	E 162nd Pl	E 161st Ave	1242	34	4691
E 162nd Ave	Oneida Ct	E 162nd Dr	581	24	1550
E 162nd Ave	Olive St	Oneida Ct	540	24	1439
E 162nd Ave	Poplar St	Olive St	895	24	2386
Olive St	Olive Ct	End of road	548	24	1463
Olive St	E 162nd Ave	Olive Ct	697	24	1860
E 162nd Dr	Lansing Way	E 162nd Pl	1612	34	6089
E 162nd Dr	E 162nd Pl	Lansing Way	1057	24	2818
Olive Ct	Olive St	End of road	276	24	735
E 162nd Pl	Konton St	E 162nd Dr	288	34	1089
E 162nd Pl	E 162nd Dr	Konton St	1915	34	7234
				TOTAL	94,744

SEAL PROJECT - CHIP SEAL TABULATION

Street	Route Ahead	Route Back	Length	Width	COVER COAT MATERIAL (TYPE 1) SY
			(FT)	(FT)	409-01015
E 152nd Ave	Edna Dr	Gun Club Rd	520	24	1387
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Overton St	Lanewood St	520	22	1271
E 152nd Ave	Jalna Ct	Hayesmount Rd	520	22	1271
E 152nd Ave	Monaghan Rd	Powhatan Rd	134	26	387
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Powhatan Rd	Harvest Rd	520	24	1387
E 152nd Ave	Great Rock Rd	Monaghan Rd	520	24	1387
E 152nd Ave	Powhatan Rd	Harvest Rd	520	24	1387
E 152nd Ave	Shadow Wood St	Overton St	520	32	1849
E 152nd Ave	Overton St	Lanewood St	520	22	1271
E 152nd Ave	Harvest Rd	Edna Dr	520	24	1387
E 152nd Ave	Great Rock Rd	Monaghan Rd	520	24	1387
E 152nd Ave	Edna Dr	Gun Club Rd	520	24	1387
E 152nd Ave	Gun Club Rd	Piccadilly Rd	520	24	1387
E 152nd Ave	Jalna Ct	Hayesmount Rd	307	22	750
E 152nd Ave	Edna Dr	Gun Club Rd	520	24	1387
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Harvest Rd	Edna Dr	477	24	1272
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Edna Dr	Gun Club Rd	520	24	1387
E 152nd Ave	Powhatan Rd	Harvest Rd	520	24	1387
E 152nd Ave	Overton St	Lanewood St	520	22	1271
E 152nd Ave	Powhatan Rd	Harvest Rd	520	24	1387
E 152nd Ave	Great Rock Rd	Monaghan Rd	520	24	1387
E 152nd Ave	Shadow Wood St	Overton St	520	32	1849
E 152nd Ave	Hayesmount Rd	Great Rock Rd	520	24	1387
E 152nd Ave	Powhatan Rd	Harvest Rd	520	25	1444
E 152nd Ave	Gun Club Rd	Piccadilly Rd	520	24	1387
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Harvest Rd	Edna Dr	520	24	1387
E 152nd Ave	Lanewood St	Jalna Ct	520	22	1271
E 152nd Ave	Edna Dr	Gun Club Rd	154	24	411
E 152nd Ave	Hayesmount Rd	Great Rock Rd	520	24	1387
E 152nd Ave	Powhatan Rd	Harvest Rd	520	24	1387
E 152nd Ave	Powhatan Rd	Harvest Rd	520	24	1387
E 152nd Ave	Powhatan Rd	Harvest Rd	520	24	1387
E 152nd Ave	Shadow Wood St	Overton St	520	32	1849
E 152nd Ave	Overton St	Lanewood St	338	22	826
E 152nd Ave	Gun Club Rd	Piccadilly Rd	596	24	1589
E 152nd Ave	Great Rock Rd	Monaghan Rd	520	24	1387

SEAL PROJECT - CHIP SEAL TABULATION

Street	Route Ahead	Route Back	Length	Width	COVER COAT MATERIAL (TYPE 1) SY
			(FT)	(FT)	409-01015
E 152nd Ave	Great Rock Rd	Monaghan Rd	520	24	1387
E 152nd Ave	Lanewood St	Jalna Ct	520	22	1271
E 152nd Ave	Hayesmount Rd	Great Rock Rd	263	24	701
E 152nd Ave	Powhatan Rd	Harvest Rd	520	27	1560
E 152nd Ave	Great Rock Rd	Monaghan Rd	307	24	819
E 152nd Ave	Shadow Wood St	Overton St	520	22	1271
E 152nd Ave	Gun Club Rd	Piccadilly Rd	520	24	1387
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Gun Club Rd	Piccadilly Rd	520	24	1387
E 152nd Ave	Gun Club Rd	Piccadilly Rd	520	24	1387
E 152nd Ave	Shadow Wood St	Overton St	389	32	1383
E 152nd Ave	Jalna Ct	Hayesmount Rd	520	22	1271
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Lanewood St	Jalna Ct	239	22	584
E 152nd Ave	Great Rock Rd	Monaghan Rd	520	24	1387
E 152nd Ave	Monaghan Rd	Powhatan Rd	520	24	1387
E 152nd Ave	Powhatan Rd	Harvest Rd	520	24	1387
E 152nd Ave	Great Rock Rd	Monaghan Rd	520	24	1387
E 152nd Ave	Edna Dr	Gun Club Rd	520	24	1387
E 152nd Ave	Shadow Wood St	Overton St	520	22	1271
E 152nd Ave	Harvest Rd	Edna Dr	538	24	1435
Total					84,228