

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 15th day of December 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, Drexel, Barrell & Co., located at 1800 38th Street, Boulder, CO 80301 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP 2016.428 Surveying Services for Three Areas and the Contractor's response to the RFP 2016.428 Surveying Services for Three Areas attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. **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 the Contractor) to be performed by the Contractor. If the County requests such additional services, the 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, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

3.1. **Term of Agreement:** The Term of this Agreement shall commence upon Receipt of Notice to Proceed and be completed by February 28, 2017.

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

4. **PAYMENT AND FEE SCHEDULE:** 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 seventeen thousand nine hundred fifty dollars (\$17,950).

4.1. 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 that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** 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 law. 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.

6. **NONDISCRIMINATION:**

6.1. **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. Adams County is an equal opportunity employer.**

6.1.1. 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.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees 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, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

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

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

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

- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the 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.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. 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.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or 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 in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. TERMINATION:

9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, 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.

- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. MUTUAL UNDERSTANDINGS:

- 10.1. 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 jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, 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, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its
- 2016.428 Surveying Services for Three Areas/Drexel, Barrell & Co.

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.

- 10.8. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Transportation Department
Contact: Jeff Maxwell, Director
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, CO 80601
Phone: 720.523.6817
E-mail: jmaxwell@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: Drexel, Barrell & Co.
Contact: William K. Wright, PLS
Address: 1800 38th Street
City, State, Zip: Boulder, CO 80301
Phone: 303.442.4338
E-mail: mike@drexelbarrell.com

- 10.9. **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.

- 10.10. **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.

- 10.11. **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.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. **Change Orders:** 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 the Change Order.
- 11.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. 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.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. If the 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- 12.7. 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).
- 12.8. If Contractor violates this Section, 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.

The remainder of this page is left blank intentionally.

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

Transportation Department

Jeff Maxwell
Jeff Maxwell, Director

12-1-16
Date

Drexel, Barrell & Co.

William K. Wright
Signature

11/21/2016
Date

WILLIAM K. WRIGHT
Printed Name

PRINCIPAL
Title

Attest:

Karen Long, Clerk and Recorder

Deputy Clerk

Approved as to Form: *D. Colet*
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

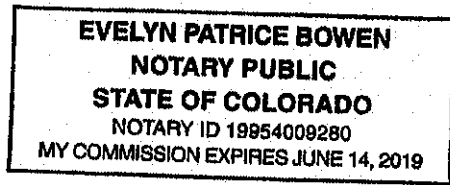
COUNTY OF BOULDER)

STATE OF COLORADO)SS.

Signed and sworn to before me this 21 day of NOVEMBER, 2016,

by WILLIAM K. WRIGHT,

Evelyn Patrice Bowen
Notary Public



My commission expires on: 6/14/19

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:

DREXEL, BARRELL & CO.
Company Name

11/21/2016
Date

William K. Wright
Signature

WILLIAM K. WRIGHT
Name (Print or Type)

PRINCIPAL
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



Drexel, Barrell & Co.

October 18, 2016

Ms. Liz Estrada
Contract Administrator, Finance Department
Adams County Government Center
4430 South Adams County Parkway, Suite C4000A
Brighton, CO 80601

Engineers/Surveyors

Boulder
Colorado Springs
Greeley

1800 38th Street
Boulder, CO 80301-2620

303.442.4338
303.442.4373 Fax

RE: RFP 2016.428 - Topographic/Design Surveys for 3 street intersections Revised proposal

Dear Liz,

Drexel, Barrell & Co. is pleased to provide our revised proposal for Professional Land Surveying Services for Topographic/Design Survey Services for three different areas in Adams County. Our scope of services and extents of the surveys are in accordance with the requirements in the Request for Proposal and emails requesting all fees associated with the potholes be included. We have assumed 5 potholes will be needed at each site (15 total potholes). Our proposed fix fee proposals for these services are as follows:

Intersection of West 84th Avenue and Pecos Street – Area 1

| | |
|------------------------------------------------------|---------|
| Surveying services | \$5,925 |
| Underground Consulting Solutions (utility locations) | \$ 600 |

~~Intersection of East 96th Avenue and Monaco Street – Area 2~~

| | | |
|-----------------------------------------------------------------|--------------------|------------|
| Surveying services | \$5,450 | <i>N/A</i> |
| Underground Consulting Solutions (utility locations) | \$ 600 | <i>WKW</i> |

Pecos Street north of West 72nd Avenue – Area 3

| | |
|------------------------------------------------------|---------|
| Surveying services | \$3,875 |
| Underground Consulting Solutions (utility locations) | \$ 600 |

Pothole Utilities

Assume 5 potholes per survey area (~~15~~ ^{10 WKW} total potholes), includes mobilization, traffic control, potholing and pothole rehabilitation – Please see attached proposal from Communication Construction & Engineering, Inc.

| |
|---------------------|
| \$10,350 |
| \$16,950 |

WKW

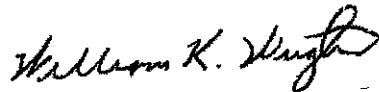
Liz Estrada
October 18, 2016

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With our current workload, we can commence these services immediately upon the notice to proceed and the surveys would be completed within 6 weeks from the initial project meeting and receipt of the signed permission authorizations from the affected private property owners. We will submit each topographic/design survey separately to Adams County as they are completed.

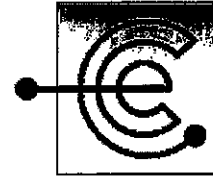
Thank you for the opportunity to provide this proposal for your consideration and we are looking forward to working with you and the Adams County Staff on these exciting projects. If you have any questions or need additional information, please feel free to contact me at 303-442-4338 or bwright@drexelbarrell.com

Sincerely,
Drexel, Barrell & Co.

A handwritten signature in cursive script, appearing to read "William K. Wright".

William K. Wright, PLS
Principal

Communication Construction & Engineering, Inc.
 2091 E 74th Ave, Unit I
 Denver, CO 80229
 (303) 906-5156
 RussM@CommunicationConstruction.com



ESTIMATE

ADDRESS

Bill Wright
 Drexel Barrell & Company
 1800 38th St
 Boulder, Colorado 80301
 United States

ESTIMATE # 1846
 DATE 11.01.2018

| ACTIVITY | QTY | RATE | AMOUNT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|----------|----------|
| Pricing below for work in Adams County. We will pothole 5 utilities at two locations within Adams County. We will coordinate to pull ROW permits, set up traffic control and asphalt R&R w/flowfill per county specs. All the pothole locations will be premarked by Drexel Barrell prior to starting work. Please see Assumptions below. | | | |
| Right of way permit coordination | 1 | 150.00 | 150.00 |
| Traffic control. | 2 | 775.00 | 1,550.00 |
| Pothole existing underground utilities/spoils clean-up (day rate). | 2 | 1,200.00 | 2,400.00 |
| Remove and replace asphalt/concrete (sq/ft). | 20 | 80.00 | 1,600.00 |
| Flowfill potholes (per pothole-if needed) | 10 | 125.00 | 1,250.00 |
| Assumptions: | 1 | 0.00 | 0.00 |

All work will be done during normal business hours.
 This bid includes coordination & traffic control.
 Actual permit fees will be a direct pass through to the customer.
 No Bonds included.
 Others will perform private facility locates, we are not responsible for damage to un-located private facilities.
 Wildlife, environmental or stormwater impact studies are not included in this quote.

Invoice terms are net 30. 1.5% interest per month and attorney fees will be charged on invoices not paid in 30 days. If you choose to pay with a credit card, 3.4% will be added.

TOTAL

\$6,950.00

Accepted By

Accepted Date