

Purchase Order Number 10336

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
 Order Date: 11/08/12
 Requested Date: 11/08/12
 Cost Center: 5015

This Number Must Appear on all
 Invoices, Packing Lists, and Packages


Vendor Address	Vendor and Shipping Information	Ship To Information
HYDRO RESOURCES 13027 COUNTY ROAD 18 UNIT C FT LUPTON CO 80621	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS & COMMUNITY RESOURCES 9755 HENDERSON ROAD BRIGHTON CO 80601

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	Reg. Park Museum Well Repairs ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE PROPOSAL SUBMITTED BY HYDRO RESOURCES DATED OCTOBER 29, 2012 ATTACHED HERETO AS REFERENCE. NOTICE TO PROCEED WILL BE ISSUED BY THE REGIONAL PARK MANAGER, KURT CARLSON.	1.00	EA	19,580.0000	19,580.00	5015.7820	00002579

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 19,580.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
 COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy. Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 28206/ ESTRADA, ELIZABETH J ADAMS COUNTY AUTHORIZED SIGNATURE
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SERVICE PURCHASE ORDER TERMS AND CONDITIONS

1. 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.

2. TERM: The term of this Agreement shall be for no more than one year from the date of this purchase order unless otherwise noted on the first page of this document.

3. 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.

4. NONDISCRIMINATION: 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.

5. 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.

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

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

6.1.1. Each Occurrence \$1,000,000

6.1.2. General Aggregate \$2,000,000

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

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

6.2.2. Personal Injury Protection Per Colorado Statutes

6.3. Workers' Compensation Insurance: Per Colorado Statutes

6.4. 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:

6.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

6.4.2. 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.

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

6.5. 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.

6.6. 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.

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

7. TERMINATION:

7.1. 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.

7.2. 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.

8. MUTUAL UNDERSTANDINGS:

8.1. 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 the 17th Judicial District, Colorado.

8.2. 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. 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) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. OSHA: 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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 a facsimile was received.

8.9. 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.

8.10. 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.

9. CHANGE ORDERS OR EXTENSIONS:

9.1. 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. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. 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.

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

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

10.1. 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:

10.2. 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.

10.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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).

10.9. 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.

11. Quality: Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

12. Appropriation Clause: The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.



ADAMS COUNTY, COLORADO
RFP FORM
2012.232 MUSEUM WELL REPAIR
PAGE 2 OF 2

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____ Addenda # _____

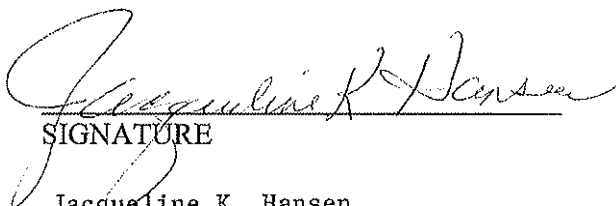
If None, Please write NONE.

Hydro Resources, Rocky Mountain, Inc October 29, 2012
COMPANY NAME DATE

Corporation 56-2306568
TYPE OF ENTITY (CORPORATION, TAX IDENTIFICATION NUMBER
GENERAL PARTNERSHIP, ETC.)

Delaware
STATE OF INCORPORATION,
IF APPLICABLE

13027 Weld County Rd. 18
ADDRESS


SIGNATURE

Fort Lupton, CO 80621
CITY, STATE, ZIP CODE

Jacqueline K. Hansen
PRINTED SIGNATURE

(303) 857-7540
TELEPHONE NUMBER

(303) 857-3826
FAX NUMBER

Weld
COUNTY

Corporate Secretary
TITLE (Corporate Officer/Manager/General
or Registered Agent, or General or
Managing Partner)

(Seal - If Proposal is by a Corporation)



ADAMS COUNTY, COLORADO
RFP FORM
2012.232 MUSEUM WELL REPAIR
PAGE 1 OF 2
VENDOR'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.

Total Bid Price \$ 19,580.00

Hourly labor rate \$ 165.00

Mobilization -- per trip \$ 250.00
(if required)

Please see proposal attached for complete materials and scope of work, supplies and warranty.



*Rocky Mountain, Inc.
13027 County Road 18, Unit C
Fort Lupton, CO 80621
(303) 857-7540
Fax (303) 857-3826*

Proposal

To: Kurt Carlson
Adams County Regional Parks

10/29/2012

From: Randy Parsons

Project: Museum Well – Rehabilitation and Liner Installation

Total Pages 2

We appreciate the opportunity to offer this pricing for installation of a liner for plugging of a leak at around the 48ft level in the museum well.

Hydro Resources proposes the following scope of work for your consideration:

Scope of Work:

- Mobilization to and from site for pump removal, videos, re-installation, rehabilitation, liner installation and start up services.
- Perform 3.5hr step draw down test. Remove and inspect equipment.
- Pre-video prior to cleaning and chemical treatment.
- Review video and make further recommendations for rehabilitation if necessary.
- Sand pump existing 18ft of fill out of well (estimated 2 hours), initial brush prior to chemical treatment. Install chemicals for 8% acid wash treatment. Brush for 1 hour following treatment. Return following day brush for another hour, install/remove temporary pump, pump to temporary storage, neutralize and pump to waste.
- Post video prior to liner installation.
- Install 304 stainless screen sections parallel to existing screens and blank casing to total depth of well (Liner). Install 2ea shale packers above screens. Will provide drawing upon acceptance of order.
- Install bentonite seal from above screens to 12ft below GS.
- Re- install pump equipment, run 3.5hr step draw down test and check system operation.

Materials:

29gal.	75% Phosphoric Acid
7gal.	Johnson NW-310
±100ft	4" Johnson SS Screen
±240ft	4" A53B Well Casing
25ea	(50lbs) ¼" TR60 Bentonite Pellets

2ea 4 1/2" x 7" Shale Packer
(Lot) Weld Materials
(Lot) Pump Installation Consumable Materials

Total: \$19,580.00

(Note: Videos are at \$460.00 each if pricing for these items needs to be separated)

Delivery:

Due to our current backlog of work scheduling would be 3-6 weeks from acceptance of proposal.

Notes/Clarifications:

1. Quote includes consumable materials for re-installation; however, re-build, materials for, and/or replacement equipment is not included.
2. Pricing is based off the assumption that surface gear, controls, etc. are in operable condition at the time of startup.
3. Sediment removal of 2 hours is included. Additional time for sand pumping, brushing, if required would be billed at an hourly rate of \$165.00 p/hr plus additional mobilization if an additional trip would be required.
4. Although well rehabilitation has many times been successful Hydro Resource cannot guaranty the results. Owner must be aware that there are certain risks, at the owner's risk, of damages to the well such as collapse, possibility of increased sand production, and risk of liner not going down the well due to unapparent obstructions, deviations, etc. While Hydro Resources will guarantee seal once in place we cannot guaranty future production and/or the well itself for replacement, further maintenance, rehabilitation etc.
5. Quote is based on clear access to well. Removal/re-placement of trees, fencing, etc. is not included.

Thank you again for the opportunity to work with you on this project. Please let me know if you have any questions regarding this pricing or scope of work.

Best Regards

Randall Parsons

Phone 303-857-7547
Cell 303-598-9701