

Richard C. Lemke
DIRECTOR



Finance Department
4430 South Adams County Parkway
4th Floor, Suite C4000A
Brighton, CO 80601-8212
PHONE 720.523.6050
FAX 720.523.6058
www.adcogov.org

Duran Excavating, Inc.
418 N. 9th Ave.
Greeley, CO 80631

April 12, 2013

RE: 2013.029 E. 64th Avenue Culvert Replacement/120th Avenue Storm Sewer Pipe

Mr. Duran

Enclosed is a fully executed agreement between Adams County and Duran Excavating. **Purchase Order No. 10681** is issued for this project. The purchase order number must appear on your invoices to insure proper payment. Our accounting department requires this information so that we have accurate accounting records. Attach a description of the work completed with each invoice you submit for payment.

If you have any questions, concerns, or need clarification on our purchasing and accounting procedures, please don't hesitate in contracting me at 303-654-6052. I apologize for the delay in sending you a copy of the fully executed agreement. Your service to Adams County is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read 'Liz Estrada'.

Liz Estrada
Contract Administrator

Cc: Rene Valdez

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Purchase Order Number 10681

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
 Order Date: 04/12/13
 Requested Date: 04/12/13
 Cost Center: 3323

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

Vendor Address	Vendor and Shipping Information	Ship To Information
DURAN EXCAVATING INC 418 N 9TH AVE GREELEY CO 80631	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PUBLIC WORKS DEPARTMENT CONSTRUCTION 4430 SOUTH ADAMS COUNTY PKWY. #W2000B BRIGHTON CO 80601-8218
VENDOR NUMBER: 293701		


ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE AGREEMENT DATED APRIL 3, 2013 INCORPORATED HEREIN AS REFERENCE.

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	E. 64TH AVE. CULVERT REPLACE MENT; INSTALL TWO GUARDRAILS AT YORK STREE AND E. 64TH AVE. AND INSTALL AN 18 INCH STORM SEWER PIPE AND REPAIR A SWALL ON THE NORTH SIDE OF 120TH PKWY WEST OF BRANTNER DITCH		EA	0.0000	198,600.00	3323.9130	00003240

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 198,600.00
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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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ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

Quality: Vendor 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 County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

Packing Charges: No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

Terms of Payment: Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

Tax Exempt: County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

Appropriation Clause: The payment of County'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 County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

Cancellation for Cause: This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

Risk of Loss: If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

Compliance: Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

Patents and Copyrights: Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

Indemnification: Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

Jurisdiction and Venue: The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

Assignment: This Order shall not be assigned in whole or in part without the prior written approval of County.

No Waiver of Rights: No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

Entire Agreement: This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.

ADAMS, COUNTY
CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT ("Agreement") is made as of this, 3rd day of April, 2013, 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, Duran Excavating, Inc., located at 418 North 9th Avenue, Greeley, Colorado 80631, hereinafter referred to as the "Contractor."

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

SECTION I - RESPONSIBILITIES/SERVICES OF THE CONTRACTOR

- A. 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:

Project No. IMP2012-00023
Invitation for Bid: 2013.029
REPLACE A CULVERT AND INSTALL TWO
GUARDRAILS AT YORK STREET
AND E. 64TH AVENUE
AND
INSTALL AN 18" STORM SEWER PIPE AND
REPAIR A SWALE ON THE NORTH SIDE OF
120TH PKWY, WEST OF BRANTNER DITCH

- B. The Contractor shall perform in accordance with the project scope and provisions of the Request for Proposal, and, in addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with the following specified documents attached hereto and incorporated herein as if fully written into this Agreement:

All terms set forth in the RFP DOCUMENTS attached hereto and identified as:
REQUEST FOR PROPOSAL, BID PROPOSAL, BID SCHEDULE, BID BOND,
CONSTRUCTION AGREEMENT, PERFORMANCE & PAYMENT BONDS,
INSURANCE, BIDDER'S CLIENT LIST, BIDDER'S CREDIT LIST, NOTICE
OF AWARD, ACCEPTANCE OF NOTICE OF AWARD, NOTICE TO
PROCEED, LETTER OF ACCEPTANCE, APPLICATION FOR EXEMPTION
CERTIFICATE, FIELD ORDER, CHANGE ORDER, APPLICATION FOR
PAYMENT, PARTIAL WAIVER OF LIEN, FINAL WAIVER OF LIEN,
CERTIFICATE OF FINAL COMPLETION, PROJECT DRAWINGS AND
ANY SPECIAL DETAILS.

- C. 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.

- D. 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.
- E. 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.
- F. The Contractor understands that close cooperation and coordination of this project with all or other contractors or subcontractors is required.
- G. 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.

SECTION II - 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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

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

- D. 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.
- E. 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.
- F. 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.
- G. 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).
- H. 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.

SECTION III - RESPONSIBILITIES OF THE COUNTY

The County shall:

- A. Provide information as to its requirements for the project.
- B. Give prompt notice to the Contractor whenever the County observes or otherwise becomes aware of any defect in the project.
- C. 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.
- D. Furnish, or direct the Contractor to provide, at the County's expense, necessary additional services.

SECTION IV - TERM

The work to be performed under this Agreement shall be completed by April 1, 2013.

SECTION V - 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 one hundred ninety eight thousand six hundred dollars (\$198,600.00).

- A. The Contractor shall maintain hourly records of time worked by its personnel to support any audits the County may require, and shall bill the County monthly for costs accrued during the preceding month. Payments on these billings will be subject to estimates prepared by the Project Manager of the value of work performed and materials delivered and materials placed in accordance with the specifications. Upon submission of such billings to the County and approval by the Project Manager, payment shall be issued. It is understood and agreed that the County may require a maximum of thirty-one (31) days to process payment after receiving billing in proper the form.
- B. 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:

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%).

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.

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

SECTION VI - LIQUIDATED DAMAGES

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.

All decisions of the Project Manager are at his/her complete discretion and will be final.

- A. Time is of the essence in the performance of this Agreement. In the event the Contractor shall fail to complete all the work to be performed by the completion time aforementioned, the Contractor shall pay to the County as and for liquidated damages, not as a penalty, the applicable sum set forth in the schedule below, for each and every calendar day that the Contractor shall be in default. From more than to and including:

Original Agreement Amount		Daily Charge
From More Than	To and Including	
0	150,000	500
150,000	250,000	600
250,000	500,000	800
500,000	1,000,000	1,400
1,000,000	2,000,000	2,000
2,000,000	4,000,000	3,300
4,000,000	10,000,000	3,900
10,000,000	----	3,900 plus 300 Per Each

Additional \$1,000,000 Contract Amount or Part Thereof Over \$10,000,000

- B. 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.
- C. 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.
- D. 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.

SECTION VII - SUBCONTRACTING

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.

SECTION VIII - CHANGE ORDERS OR EXTENSIONS

A. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of a Change Order.

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

SECTION IX - INSPECTIONS, REVIEWS AND AUDITS

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:

- A. Work to be completed, if any;
- B. Work not in compliance with the Agreement, if any; and
- C. Unsatisfactory work for any reason, if any.

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.

SECTION X - CLEAN-UP

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.

SECTION XI - PROJECT ADMINISTRATION

- A. The Project Manager for this Agreement shall be Rene Valdez, who can be reached by phone at 720.523.6961. The Project Manager does not have the authority to alter or modify the terms of this Agreement.
- B. 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.
- C. 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.

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.

SECTION XII - 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.

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.

SECTION XIII - 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 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.**

SECTION XIV - INDEMNIFICATION

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.

SECTION XV - INSURANCE

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 coverages of insurance.

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

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

Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence

\$1,000,000

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

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:

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

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.

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.

SECTION XVI - TERMINATION

A. TERMINATION OF AGREEMENT FOR 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.

B. 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.

C. 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.

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.

SECTION XVII - BONDING

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 direction of the County.

SECTION XVIII - MUTUAL UNDERSTANDINGS

A. 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.

B. 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, 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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. For the purposes of this Agreement, any and all notices should be addressed to the contacts listed below:
For the County:

Adams County Purchasing Department
4430 S. Adams County Parkway
Liz Estrada
Brighton, CO 80601
Phone: 720.723.6052
Fax: 303.7236.6058

Adams County Attorney's Office
4430 S. Adams County Parkway
Brighton, CO 80601
Phone: 720.723.6116
Fax: 720.723.6114

For the Contractor:

Duran Excavating, Inc.
Mr. Ernest E. Duran
418 N. 9th Ave.
Greeley, CO 80631
Phone: 970-351-0192
Fax: 303-659-3243

H. 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.

I. Severability

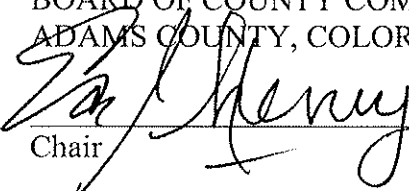
If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. 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.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO


Chair

4-3-13
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER



Keisha Husa
Deputy Clerk

APPROVED AS TO FORM:

[Signature]
Adams County Attorney's Office

DURAN EXCAVATING, INC.

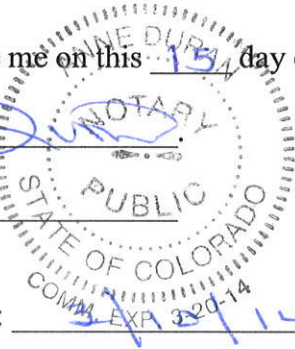
[Signature]
Name:

3/15/13
Date

[Signature]
Title

Signed and sworn to before me on this 15 day of March, 2013 by

[Signature]
Notary Public



My commission expires on: 3/20/14

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:

Duran Excavating Inc
Company Name

Date

Ernest E Duran
Name (Print or Type)

[Signature]
Signature

Pres
Title

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



ADAMS COUNTY, COLORADO
2013.029 BID FORM
IMP2012-00023

REPLACE A CULVERT AND INSTALL TWO GUARDRAILS AT YORK STREET
AND E. 64TH AVENUE AND INSTALL AN 18" STORM SEWER PIPE AND REPAIR A
SWALE ON THE NORTH SIDE OF 120TH PKWY, WEST OF BRANTNER DITCH

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.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # 2 Addenda # 3 Add # 4

If None, Please write NONE.

Duran Excavating Inc February 26, 2013
COMPANY NAME DATE

Corporation
TYPE OF ENTITY (CORPORATION,
GENERAL PARTNERSHIP, ETC.)

84-0967838
TAX IDENTIFICATION NUMBER

Colorado
STATE OF INCORPORATION,
IF APPLICABLE


SIGNATURE

418 N. 9th Ave.
ADDRESS

Greeley CO 80631
CITY, STATE, ZIP CODE

Ernest E. Duran
PRINTED SIGNATURE

(970) 351-0192
TELEPHONE NUMBER

(303) 659-3243
FAX NUMBER

Weld
COUNTY

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

(Seal - If Bid is by a Corporation)



ADAMS COUNTY
COLORADO

ADAMS COUNTY, COLORADO
2013.029 BID FORM
IMP2012-00023

REPLACE A CULVERT AND INSTALL TWO GUARDRAILS AT YORK STREET
AND E. 64TH AVENUE AND INSTALL AN 18" STORM SEWER PIPE ON THE
NORTH SIDE OF 120TH PKWY, WEST OF BRANTNER DITCH

PAGE 2 OF 2

PRICING: \$ 198,600

REFERENCE LISTING:

Contractor shall furnish the names, addresses and telephone numbers of a minimum of three (3) companies or government organizations where they have provided and completed similar bridge repairs:

Company Name

See Attached job

Address

reference sheets

Reference

Telephone Number

Company Name

Address

Reference

Telephone Number

Company Name

Address

Reference

Telephone Number

Include a detailed bid of the work to be performed; review and acceptance prior to commencement of work.

**BID SCHEDULE FOR INSTALLING AN 18" POLYETHYLENE
AND REPAIR A SWALE
ADAMS COUNTY PROJECT NO. 2012-00023
Revised date: FEBRUARY 21, 2013**

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	AMOUNT BID
203-00062	EMBANKMENT MATERIAL (COMPLETE IN PLACE) (SPECIAL)	CY	250	31 ⁻	7,750 ⁻
203-01555	DOZING (LANDSCAPING)	HOUR	4	200 ⁻	800 ⁻
206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	100	27 ⁻	2,700 ⁻
208-00034	GRAVEL BAG	LF	30	25 ⁻	750 ⁻
208-00045	CONCRETE WASHOUT STRUCTURE	EA	1	585 ⁻	585 ⁻
208-00205	EROSION CONTROL SUPERVISOR	HOUR	10	35 ⁻	350 ⁻
212-00006	SEEDING (NATIVE)	ACRE	0.2	1000 ⁻	200 ⁻
213-00003	MULCHING (WEED FREE)	ACRE	0.2	5400 ⁻	1,080 ⁻
216-00041	SOIL RETENTION BLANKET (STRAW/COCONUT)	SY	280	2 ⁻	560 ⁻
420-00112	GEOTEXTILE (DRAINAGE) (CLASS 1)	SY	300	6 ⁻	1,800 ⁻
506-00209	RIPRAP (9 INCH)	CY	58	80 ⁻	4,640 ⁻
506-00212	RIPRAP (12 INCH)	CY	24	80 ⁻	1,920 ⁻
619-51291	18 INCH PLASTIC PIPE (INSTALL ONLY)	LF	160	40 ⁻	6,400 ⁻
604-00505	INLET TYPE D (5 FOOT WITH APRON)	EH	1	5000 ⁻	5,000 ⁻
620-00020	SANITARY FACILITY	EA	1	300 ⁻	300 ⁻
625-00001	CONSTRUCTION SURVEYING	HR	20	300 ⁻	6,000 ⁻
626-00000	MOBILIZATION	LS	1	14000 ⁻	14,000 ⁻
626-01000	PUBLIC INFORMATION SERVICES	LS	1	500 ⁻	500 ⁻
				SUB TOTAL	55,335
	(FOR BID BOND CALCULATION)				
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1	\$5,000	\$5,000.00
700-70380	F/A EROSION CONTROL	F/A	1	\$500	\$500.00
				SUB TOTAL BID	60,835

BID SCHEDULE TO REPLACE CULVERT AND TWO GUARDRAILS UNDER YORK STREET AT

ADAMS COUNTY PROJECT NO. 2012-00023
TWIN 30" ELLIPTICAL RCP WITH HEADWALLS
 Revised date: FEBRUARY 21, 2013

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT BID PRICE	AMOUNT BID
202-00021	REMOVAL OF HEADWALL	EA	1	1,500 ⁻	1,500 ⁻
202-00220	REMOVAL OF ASPHALT MAT	SY	105	13 ⁻	1,365 ⁻
202-00035	REMOVAL OF PIPE	LF	64	25 ⁻	1,600 ⁻
203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	100	37 ⁻	3,700 ⁻
203-00100	MUCK EXCAVATION	CY	100	25 ⁻	2,500 ⁻
203-01555	DOZING (LANDSCAPING)	HOUR	4	200 ⁻	800 ⁻
206-00200	STRUCTURE BACKFILL (CLASS 2)	CY	100	27 ⁻	2,700 ⁻
208-00034	GRAVEL BAG	LF	30	25 ⁻	750 ⁻
208-00045	CONCRETE WASHOUT STRUCTURE	EA	1	585 ⁻	585 ⁻
208-00205	EROSION CONTROL SUPERVISOR	HOUR	10	35 ⁻	350 ⁻
212-00006	SEEDING (NATIVE)	ACRE	0.2	1,000 ⁻	200 ⁻
213-00003	MULCHING (WEED FREE)	ACRE	0.2	4,000 ⁻	800 ⁻
216-00041	SOIL RETENTION BLANKET (STRAW/COGNUT)	SY	350	3 ⁻	1,050 ⁻
403-34741	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	52	200 ⁻	10,400 ⁻
506-00212	RIPRAP (12 INCH)	CY	33	80 ⁻	2,640 ⁻
601-01000	CONCRETE CLASS B (HEADWALL)	CY	6	600 ⁻	3,600 ⁻
602-00020	REINFORCING STEEL (EPOXY COATED)	LB	550	1 ⁻	550 ⁻
603-02305	38X24 INCH REINFORCED CONCRETE ELLIPTICAL (CIP)	LF	144	270 ⁻	38,880 ⁻
603-50012	12 INCH PLASTIC PIPE	LF	50	65 ⁻	3,250 ⁻
606-00301	GUARDRAIL TYPE 3 (6-3 POST SPACING)	LF	20	70 ⁻	1,400 ⁻
606-01385	TRANSITION TYPE 3J	EA	1	880 ⁻	880 ⁻
606-02005	END ANCHORAGE (FLARED)	EA	3	2805 ⁻	8,415 ⁻
620-00020	SANITARY FACILITY	EA	1	300 ⁻	300 ⁻
625-00001	CONSTRUCTION SURVEYING	HR	15	300 ⁻	4,500 ⁻
626-00000	MOBILIZATION	LS	1	16,000 ⁻	16,000 ⁻
626-01000	PUBLIC INFORMATION SERVICES	LS	1	500	500
627-00005	EPOXY PAVEMENT MARKING	GA	3	250	750
630-10000	TRAFFIC CONTROL	LS	1	17,000	17,000
	CLEANOUT FOR 12" PVC	EA	1	300	300

				SUB TOTAL	127,265
	(FOR BID BOND CALCULATION)				
700-70010	F/A MINOR CONTRACT REVISIONS	F/A	1	\$10,000	\$10,000.00
700-70380	F/A EROSION CONTROL	F/A	1	\$500	\$500.00
				SUB TOTAL BID	137,765

				GRAND TOTAL	198,600
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