

PURCHASE OF SERVICE AGREEMENT 2014.033

THIS AGREEMENT ("Agreement") is made this 24th day of June 2014, 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 Communication Construction & Engineering, Inc, located at 2091 E 74th Avenue, Unit 1, Denver, Colorado 80229, 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 2014.033 and the Contractor's response to the RFP 2014.033 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 be for one-year from the date of this Agreement.
- 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, and approved by the Adams County Board of County Commissioners.

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 \$212,305.76.

- 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. Assign Ability: 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 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 Information Technology
Contact: Kevin Beach, Information Technology Director
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado, 80601
Phone: 720.523.6156
E-mail: kbeach@adcogov.org

Department: Adams County Purchasing
Contact: Bethany Bonasera, Purchasing Agent II
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6056
E-mail: bbonasera@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: Communication Construction & Engineering, Inc.
Contact: Russell Moore, President
Address: 2091 E 74th Avenue, Unit 1
City, State, Zip: Denver, Colorado 80229
Phone: 303.906.5156
E-mail: russm@communicationconstruction.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:

Board of County Commissioners

[Signature] _____ Date 6/24/14 _____
Chairman

Communication Construction & Engineering, Inc.

[Signature] _____ Date 6-23-14 _____
Signature

Russell Moore _____ Title President _____
Printed Name

Attest:

Karen Long, Clerk and Recorder [Signature]
Deputy Clerk

Approved as to Form: [Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

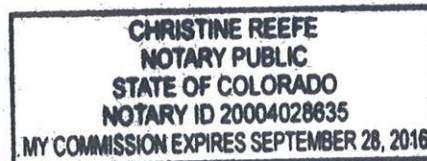
COUNTY OF Adams)

STATE OF Colorado)SS.

Signed and sworn to before me this 23 day of June, 2014,

by Russell Moore,

[Signature]
Notary Public



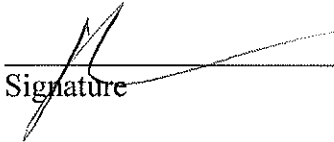
My commission expires on: Sept. 28, 2016

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:

Communication Construction & Engineering, Inc 6-23-14
Company Name Date


Signature

Russell Moore
Name (Print or Type)

President
Title

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



PROPOSAL FORM
2014.033 IT FIBER INSTALLATION

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 proposal is hereby submitted.

Two hundred twelve thousand, three hundred five and 76/100

\$ 212,305.76

Written Amount (not including permit costs)

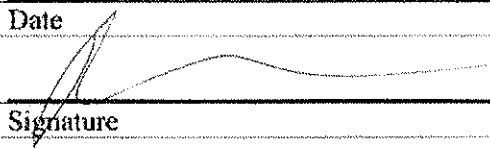
Amount

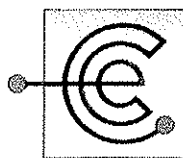
WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # Addendum #1

Addenda #

If None, Please write NONE.

Communication Construction & Engineering, Inc	3-18-14
Company Name	Date
2091 E 74th Ave. Unit I	
Address	Signature
Denver, CO 80229	Russell Moore
City, State, Zip Code	Printed Name
Adams	President
County	Title
303-906-5156	
Telephone	Fax
RussM@CommunicationConstruction.com	
E-mail Address	



**Communication Construction &
Engineering Inc.**

(720) 336-1130
2091 E 74th Ave. Unit I
Denver, CO 80229

Quote

Date	Estimate #
3/7/2014	2430

Name / Address
Adams County Andy Koehler 4430 South Adams County Parkway Brighton, CO 80601

Project

Government Center-Parks lateral

Description	Qty	Cost	Total
Pricing for the following work between the Adams County Fairgrounds and Adams County Government Center:			
Right of way engineering.	13,197	0.72	9,501.84
Bridge attachment engineering.	1	945.00	945.00
Payment and performance bond.	1	6,000.00	6,000.00
Right of way permit. (City of Brighton) \$1500	1		0.00
Right of way permit. (Fulton Ditch) \$5000	1		0.00
Right of way permit. (Union Pacific) \$7000	1		0.00
Right of way permit. (CDOT) typically no cost	1	0.00	0.00
Administrative costs to obtain permits.	1	550.00	550.00
Traffic control.	1	1,200.00	1,200.00
Intercept existing vault/handhole/ped.	2	225.00	450.00
Directional bore and place a 2" conduit.	13,197	9.00	118,773.00
2" HDPE Conduit	13,197	0.78	10,293.66
Attach conduit to bridge over South Platte River.	250	22.00	5,500.00
2" Galvanized rigid conduit.	250	3.60	900.00
Provide and install 24" X 36" X 18" Handhole with marker post.	14	580.00	8,120.00
Provide and place mule tape in conduit.	18,927	0.30	5,678.10
Place fiber cable in conduit.	24,489	0.65	15,917.85
96-strand SM armored fiber cable.	24,489	0.79	19,346.31
Provide and install fiber termination shelf.	2	245.00	490.00
Provide and install 12-strand fiber termination module.	16	480.00	7,680.00
OTDR test each strand of fiber in both directions and provide test results.	96	10.00	960.00

Total

Acceptance

This pricing is valid for ninety days.

Progress will be billed weekly.

Invoice terms are net thirty days. Unpaid balances are charged interest at the rate of 1.5% per month and collection/attorney fees.

Confidentiality: This proposal and pricing information are confidential and proprietary, for use by addressed only and shall not be disclosed to others without written permission from Communication Construction & Engineering.

By signing below you accept the above terms and conditions.

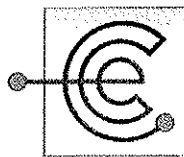
Authorized Signature

Print Name

Title

Date

Purchase Order Number



**Communication Construction &
Engineering Inc.**

(720) 336-1130
2091 E 74th Ave. Unit I
Denver, CO 80229

Quote

Date	Estimate #
3/7/2014	2430

Name / Address
Adams County Andy Koehler 4430 South Adams County Parkway Brighton, CO 80601

Project

Government Center-Parks lateral

Description	Qty	Cost	Total
Assumptions: Bore/Trench pricing is based on favorable soil conditions. If we encounter sandy or rocky soil or buried debris there will be additional charges. All work will be done during normal business hours. This bid does not include permit fees. Others will perform private facility locates, we are not responsible for damage to un-located private facilities. If we will be using an existing conduit, there will be additional charges for damaged, crushed or contaminated conduit. If we have to pothole existing utilities, we will patch the hole with cold patch. If the city/county requires full panel replacement, it will be an additional charge. Wildlife, environmental or stormwater impact studies are not included in this quote.		0.00	0.00
		Total	\$212,305.76

Acceptance

This pricing is valid for ninety days.

Progress will be billed weekly.

Invoice terms are net thirty days. Unpaid balances are charged interest at the rate of 1.5% per month and collection/attorney fees.

Confidentiality: This proposal and pricing information are confidential and proprietary, for use by addressed only and shall not be disclosed to others without written permission from Communication Construction & Engineering.

By signing below you accept the above terms and conditions.

Authorized Signature

Print Name

Title

Date

Purchase Order Number

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:

Communication Construction & Engineering, Inc

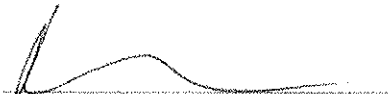
3-18-14

Company Name

Date

Russell Moore

Name (Print or Type)



Signature

President, Communication Construction & Engineering, Inc.

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



CERTIFICATE OF LIABILITY INSURANCE

OP ID: SS

DATE (MM/DD/YYYY)
03/03/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Six & Geving Insurance Inc #4 Denver Branch 225 Union Blvd. #575 Lakewood, CO 80228 Nancy Kersey		Phone: 720-962-0930 Fax: 720-962-0942	CONTACT NAME: Shaleen Martin PHONE (A/C, No, Ext): 303-653-0023 FAX (A/C, No): 720-962-0942 E-MAIL ADDRESS: smartin@six-geving.com PRODUCER CUSTOMER ID #: COMMU10
INSURED Communication Construction & Engineering, Inc. 2091 E. 74th Ave., Unit 1 Denver, CO 80229	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Acuity		14184
	INSURER B: Pinnacol Assurance		41190
	INSURER C:		
	INSURER D:		
	INSURER E:		


COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	X59462	01/06/2014	01/06/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 250,000 PERSONAL & ADV INJURY \$ 10,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY	X	X	X59462	01/06/2014	01/06/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						
	<input type="checkbox"/> SCHEDULED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		4098421	01/01/2014	01/01/2015	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						
	<input checked="" type="checkbox"/> Leased/Rented			X59462	01/06/2014	01/06/2015	Limit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Adams County is named as additional insured as respects General and Automobile Liability on a primary & non contributory basis if required by written contract. A Waiver of Subrogation applies General and Automobile Liability and Workers Compensation if required by written contract. RE: 2014.033 INFORMATION TECHNOLOGY FIBER OPTIC INSTALLATION. SEE NEXT**

CERTIFICATE HOLDER**CANCELLATION**

ADAMS-1 Adams County Colorado 4430 S. Adams County Parkway Brighton, CO 80601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

NOTEPAD:

HOLDER CODE ADAMS-1
INSURED'S NAME Communication Construction &

COMMU10
OP ID: SS

PAGE 2

DATE 03/03/14

** 30 days notice of cancellation applies, except 10 days for non payment.

Form

W-9(Rev. December 2011)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above Communication Construction & Engineering, Inc	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<div>Address (number, street, and apt. or suite no.) 2091 E 74th Ave Unit I</div> <div>City, state, and ZIP code Denver, CO 80602</div>	
	List account number(s) here (optional)	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number	
Employer identification number	
84-1606438	

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**Signature of
U.S. person ▶Date ▶ **08/07/13****General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Communication Construction & Engineering, Inc.

Past Clients:

9 News:

Installation, termination and testing of Category 5e, 6 and multi-mode fiber optic cabling throughout the news-room. This installation was performed in a occupied office environment without disruptions to normal business operations. The duration of this project was approximately 3 months.

KB Home:

Service contract performing repairs on underground communication infrastructure, water line and drainage.

Keebler Foods

Installation, termination and testing of Category 3 and 5e voice-data cabling. This installation was performed in a new warehouse environment with aggressive project timelines. The total duration of this project was approximately 2 months.

Colorado School of Mines

Excavation and placement of a new conduit system to support communication facilities for a new dormitory campus environment. This installation consisted of over 20,000 feet of new conduit and multiple man-hole vault locations. The conduit system was installed in both favorable soil conditions and in a rock soil environment.

Grand County Library District

Installation, termination and testing of category 3 and 5e voice-data cabling in several locations throughout the library district. In several locations the installation occurred in historic buildings where aesthetics were of the utmost importance.

City of Glenwood Springs

Replacement and live cut-over of an existing long-haul single-mode fiber optic backbone system. This project consisted of installation of new backbone cabling through a underground conduit system and a live cut-over of over 500 single-mode fusion splices.

E-470/NW Parkway

Installation of underground innerduct and conduits and communication vaults by means of open trenching, directional boring and excavation. CCE also placed fiber optic cable, performed fusion splices and direct fiber terminations. This project involved several unique challenges including conduit installation at a depth of over 20 feet.

Comcast

Layout of server cabinets, installation of server cabinets, racking of servers and connection of Ethernet and power to the servers.

Colorado Natural Gas

Trenching, directional boring and excavation of new gas line service to existing residences in the Conifer area. CCE performed fusion connections to both new and existing gas main line.

AT&T

Excavation and exposure of existing live long haul fiber cable to cover the cable with split steel conduit and a concrete casing.

Denver Public Schools

Trenching and directional boring and placement of innerduct and fiber cable to connect several schools within the school district.

Denver International Airport

Placement of high-pair-count copper cable in an existing duct bank.

Teledyne Monitor Labs

Installation of cat 3 and cat 6 cable to approximately 300 locations throughout the building to include a warehouse with high ceilings. We also placed fiber-optic cable between the communication closets.

HDR Engineering

Installation of cat 5e and cat 6 cable to approximately 250 workstation locations.

Adams County Colorado

Installation of several miles of underground fiber optic network by means of trenching, excavation, and horizontal directional boring. CCE placed conduit, installed fiber optic cable, fusion spliced and tested this fiber optic network between several of the county's buildings. CCE has also maintained the county's fiber infrastructure after construction.

Cogent Communications

Construction of both fiber backbone and lateral runs in downtown Denver and the Tech center. This included ROW engineering, permitting and construction of conduit and fiber optic networks. CCE also has installed and maintained building riser fiber optic cable to serve individual tenants for Cogent.

Adams County Communication Center Inc. (Adcom)

Construction of several miles of new fiber optic network infrastructure. CCE provided a turn-key installation which included ROW engineering, permitting, horizontal boring, fiber placement, fusion splicing, termination and OTDR testing.

IBM

Construction of campus building interconnect conduit. Installation of EMT conduit in the ceiling plenum between building entrance and the data centers and horizontal directional boring and placement of underground conduit between buildings.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No. **N/A Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we

(Here insert full name and address or legal title of Contractor)

Communication Construction and Engineering, Inc

2091 East 74th Avenue, Unit 1, Denver, CO 80229

as Principal, hereinafter called the Principal, and

AMCO Insurance Company

(Here insert full name and address or legal title of Surety)

One West Nationwide Blvd, Columbus Ohio 43215

a corporation duly organized under the laws of the State of **IOWA**

as Surety, hereinafter called the Surety, are held and firmly bound unto **Adams County, Colorado**

(Here insert full name and address or legal title of Owner)

4430 South Adams County Parkway, Brighton, CO 80601

as Oblige, hereinafter called Oblige, in the sum of **Five Percent of Bid Amount Only**

Dollars (**\$5% of Bid Amount** -----),

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project No.: **RFP 2014.033 Information Technology Fiber Optic Cable Installation**

(Here insert full name, address, and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

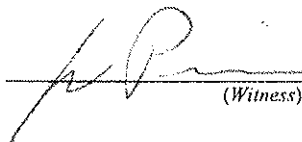
Signed and sealed this

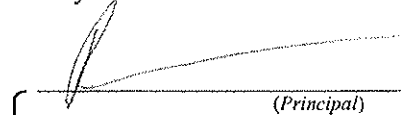
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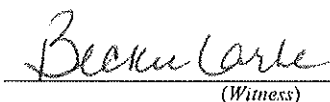
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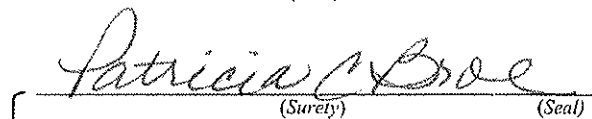
March

20 14.


(Witness)


(Principal) (Seal)
President Communication Construction & Engineering Inc.
(Title)


(Witness)


(Surety) (Seal)
Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Farmland Mutual Insurance Company, an Iowa corporation
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation
Allied Property and Casualty Insurance Company, an Iowa corporation
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

WAYNE SIX
PATRICIA C BROE

RANDALL P. GEVING

CHRISTOPHER A. REA

COLORADO SPRINGS CO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

TWO MILLION AND NO/100 DOLLARS

\$ 2,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer: the
30th day of April, 2013.



Terrance Williams

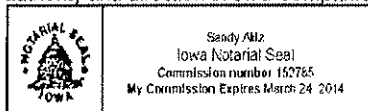
Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company



ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 30th day of April, 2013, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.



Sandy Aliz
Notary Public
My Commission Expires
March 24, 2014

CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 19th day of March, 2014.

Robert W Horner III
Secretary

This Power of Attorney Expires 09/06/15

Submittal Checklist

- ☒ Response to RFP
- ☒ W-9
- ☒ Contractor's Certification of Compliance
- ☒ Proposal Form
- ☒ References



Russell Moore
President

303-906-5156
2091 E. 74th Ave., Unit I
Denver, CO 80229

© russm@CommunicationConstruction.com

LET US TAKE CARE OF YOUR BUSINESS INSIDE AND OUT.

EXPERIENCE YOU CAN RELY ON.

Communication Construction & Engineering offers today's most advanced telecommunication and network infrastructure solutions. With decades of experience in the communication cabling industry, our founder and project managers have the expertise to provide you with cost-effective solutions that meet your needs today...and tomorrow.

WE KEEP PACE WITH THE INDUSTRY—SO YOU KEEP COSTS DOWN.

As an IT or Telecom Manager, you're well aware of the fast pace of change in this industry. New hardware and software technologies are announced virtually on a daily basis. At CCE, we work to stay ahead of the curve of change, and provide our clients with ideas and designs that match your current hardware with the most appropriate infrastructure.

Our designs ensure that you have the scalability and flexibility you need to keep your business competitive, without requiring massive additional expenditures.



COMMITTED TO QUALITY

One of the hallmarks of CCE is our personalized service and individual attention to your needs. Our founder is just a phone call away, yet we have the expertise and range of services of a big multi-million dollar company.

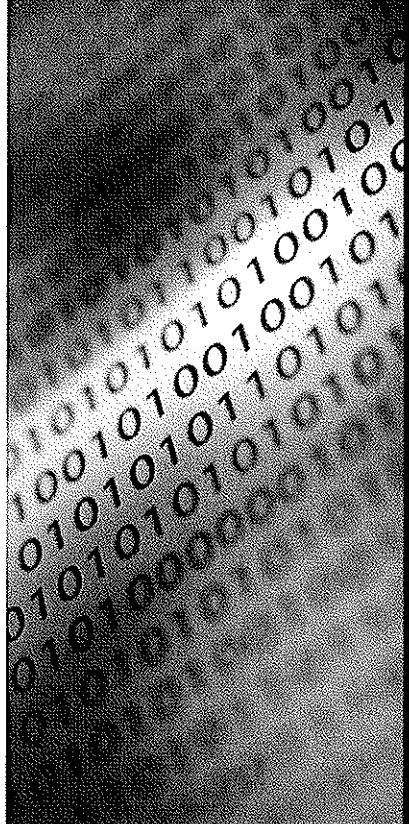


WITH CCE, THERE'S NO NEED TO CONTRACT WITH TWO OR MORE COMPANIES IF YOU NEED INSIDE AND OUTSIDE CABLING OR INFRASTRUCTURE WORK. ELIMINATE THE HASSLE (AND COST) OF MANAGING MULTIPLE VENDORS AND LET US TAKE CARE OF ALL YOUR NEEDS.

- Fiber/Copper Cable Emergency Restoration
- Fiber/Copper Cable Placement
- Fiber Cable Fusion Splicing
- Fiber Cable OTDR and Power Meter Testing
- High Pair Count Copper Cable Splicing
- Underground Conduit Construction (Trenching and Directional Boring)
- Underground Vault Construction
- Utility Route Engineering
- Underground Cable Locating Services
- LAN Cabling

GIVE US A CALL TODAY and find out why companies such as 9News, Kebleer, Cricket Wireless, Cogent Communications and dozens of others trust Communication Construction & Engineering for their total network infrastructure solutions.

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CONSTRUCTION
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Your Total Communication Infrastructure Solution



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