

Purchase Order Number 10267

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
 Order Date: 08/23/12
 Requested Date: 08/23/12
 Cost Center: 3345

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

Vendor Address	Vendor and Shipping Information	Ship To Information
A-1 CHIP SEAL CO 1935 SNOWY OWL DR BROOMFIELD CO 80020	Phone: 303 464-9267 FAX: 303 464-9261 e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PUBLIC WORKS DEPARTMENT HIGHWAY WEST 4955 E. 74TH AVE. 1ST FL. COMMERCE CITY CO 80022

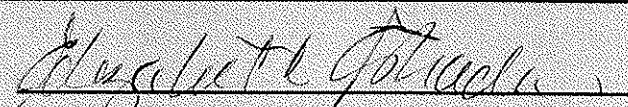
ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE AGREEMENT BETWEEN ADAMS COUNTY AND A ONE CHIP SEAL DATED AUGUST 15, 2012. THIS AGREEMENT IS ATTACHED HERETO AS REFERENCE TO THIS PURCHASE ORDER.

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	2012 CHIP SEAL PROGRAM		EA	0.0000	1,408,379.50	3345.7820	00002436

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 1,408,379.50
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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, COLORADO
CONSTRUCTION AGREEMENT**

THIS AGREEMENT is made by and between the Board of County Commissioners of Adams County, Colorado, located at 4430 S.Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and, A-1 Chip Seal Company, located at 2001 W. 64th Lane, Denver, Colorado 80221, 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:

SECTION I - SERVICES OF THE CONTRACTOR

- A. The Contractor shall furnish all of the labor, machinery, equipment, materials, and supplies necessary to complete the 2012 Chip Seal Program. In doing so, the Contractor shall perform all of the work described in the 2012.130 Chip Seal Bid Document which is attached hereto and incorporated herein as Exhibit "A," and the Contractor's response, which is attached hereto and is incorporated herein as Exhibit "B." In addition, the Contractor shall perform the work under this Agreement in accordance with all applicable quality standards, warranties, or other applicable standards as specified in the 2012 Chip Seal Bid Documents and Specifications, which standards and warranties are hereby incorporated into this Agreement as if fully written herein.
- B. The Contractor covenants with the County to furnish its best skill, professionalism, and judgment and to cooperate in furthering the interests of the County. The Contractor agrees to complete the Work in an expeditious, professional, good workmanlike, and economical manner consistent with this Agreement and the interests of the County.
- 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. In addition to the terms set forth in this Agreement, the Contractor agrees to be bound by and to perform in accordance with any addenda as may be separately approved in writing by the Parties.
- E. All of the services contemplated under this Agreement are personal and shall not be assigned, sublet, or transferred without the written consent of the County.
- F. This Agreement does not create an exclusive agreement for services.
- G. The Contractor understands that close cooperation and coordination of this project with other contractors or subcontractors may be required.
- H. If applicable, the Contractor and subcontractors shall abide by all applicable provisions of the Davis-Bacon Act for payment of wages to employees, the Contract Work Hours and Safety Standards Act, and any other applicable federal or state laws.

**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 - THE COUNTY'S RESPONSIBILITIES

The County shall:

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

SECTION IV - TERM

All work to be performed under this contract shall be completed by November 1, 2012.

SECTION V

Adams County at its sole discretion has the option to renew the services to be provided for an additional year, prevailing upon the same terms and conditions including unit price if any.

SECTION VI - PAYMENT

The County shall pay the Contractor for the work performed, and the Contractor shall accept as payment in full for the work completed, the total amount of One Million, Four Hundred Eight Thousand, Three Hundred Seventy Nine Dollars and Fity Cents (\$1,408,379.50) based on a unit price per square yard of \$2.75.

- 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 the work performed, materials placed, and materials delivered 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 a payment after receiving billing in proper form.
- B. If payment to the Contractor under this Agreement is in excess of Eighty Thousand Dollars (\$80,000), the County may deduct from its monthly payments to the Contractor moneys in amounts sufficient to protect the interests of the County, pursuant to § 24-91-103, C.R.S., as amended. Specifically, the County shall withhold ten percent (10%) of each monthly payments until fifty percent (50%) of the work has been completed. Thereafter, no additional money shall be retained by the County, if, in the opinion of the Project Manager, satisfactory progress is being made in the work. The money withheld pursuant to this provision shall be retained by the County no more than thirty (30) days after the Project has been satisfactorily completed 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.

- C. 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 VII - BONDS

The Contractor shall secure a Performance Bond and a Payment Bond 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 VIII - PROJECT ADMINISTRATION

- A. The Project Manager for this Agreement shall be Vince Junglas, whose phone number is 720 -523-6963. 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, 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, Contractor shall immediately ask for a written instruction or decision and shall proceed to perform the services to conform with the Project Manager's determination. If the Contractor considers such instructions unsatisfactory, it shall within five (5) days after their receipt, file a written protest with the Project Manager stating the objections and the reasons therefor. 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.

SECTION IX - 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. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor.
- 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 X - COUNTY'S RIGHT TO STOP OR CARRY OUT THE WORK

- A. If the Contractor fails to correct work that is not in accordance with this Agreement or persistently fails to carry out the work in accordance with this Agreement, the County may issue a written order to the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated.
- B. If the Contractor defaults or neglects to carry out the work in accordance with this Agreement, and fails within a seven (7) day period after receipt of written Notice from the County to commence and continue correction of such of such default or neglect, the County may, after such seven (7) day period, and without prejudice to other remedies the County may have, correct such deficiencies. In such case, the County shall deduct from payments then or thereafter due the Contractor the reasonable costs of correcting such deficiencies, including the County's expenses and reasonable compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the County.

SECTION XI - 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 and restore the site satisfactorily will result in the County doing so. The cost therefore will be charged to the account of the Contractor or their surety.

SECTION XII - 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 thereafter, the Project Manager and the Contractor shall make a final inspection at the Project to determine whether all of the work has been completed in accordance with this Agreement and all documents incorporated herein. A final list shall be made by the County in sufficient detail to fully outline to the Contractor:

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

The County shall not authorize final payment until all items on the list have been completed to the satisfaction of the Project Manager.

SECTION XIII - WARRANTY

The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to

proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

SECTION XIV- INSURANCE

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 minimum types and coverages of insurance.

<u>Type</u>	<u>Per Person</u>	<u>Per Occurrence</u>	<u>Property Damage</u>
Commercial General Liability (ISO 1993 Form or Equivalent)	\$1,000,000	\$1,000,000	\$1,000,000
Automobile Liability	\$ 1,000,000	\$1,000,000	\$500,000
Umbrella Liability	Coverage as broad as primary insurance.		
Workers' Compensation	As required by Colorado law.		
Unemployment Compensation	As required by Colorado law.		

All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the project must appear on the certificate of insurance.

1. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
2. The insurance companies issuing the policy or policies shall have no response against Adams 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 become 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 in obtaining and/or maintaining 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.

SECTION XV - 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 XVI - INDEPENDENT CONTRACTOR

In doing work 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 its acts and the acts of its 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 and unemployment 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.**

SECTION XVII - 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.

SECTION XVIII - TERMINATION

- A. 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 terminate this Agreement, if the Contractor fails to cure the breach as provided in Section VIII, above, and upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- B. 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 XIX - 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 jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.

B. 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 is present.

C. Public Works: No Lien on Funds

The laws of the State of Colorado do not provide for any right of lien against public works or buildings. In lieu thereof, § 38-26-107, C.R.S., as amended, provides relief for any claimant having furnished labor, materials, rental machinery, tools, equipment, or services toward construction of a public work. Thereunder, final payment may not be made to a contractor until notice thereof has been published in a public newspaper of general circulation thereby providing any individual or other entity with a claim against the contractor to assert such claim prior to final payment.

D. Record Retention

The Contractor shall maintain records and documentation of the services provided under this Contract, 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 and the Contractor shall assist in any such inspection, review, or audit.

E. 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.

F. 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.

G. 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.

H. 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 shall be addressed to the contacts listed below:

For the County:

Adams County Finance
Attn: Purchasing
4430 S. Adams County Parkway
Brighton, Colorado 80601
Phone: 720.523.6050
Fax: 720.523-6058

and Adams County Attorney's Office
4430 S. Adams County Parkway
Brighton, Colorado 80601
Phone: 720. 523-6116
Fax: 720.523-6114

For the Contractor:

A-1Chip Seal Company
2001 W. 64th Lane
Denver, CO 80221
Attn: Daniel Gryzmala
Phone 303-464-9267
Fax: 303-464.9261

I. 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.

J. Paragraph Headings

Paragraph headings are inserted for convenience of reference only.

K. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

L. Parties Interested Herein

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenant, terms, conditions, or provisions thereof, and all covenants, terms, conditions, and provisions in this Agreement by and on behalf of the County and the Contractor shall be for the sole and exclusive benefit of the County and the Contractor.

M. 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.

N. 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

[Signature]
Chairman

8-15-12
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

[Signature]
Deputy Clerk



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

A-1 CHIP SEAL COMANY

[Signature]
Name Daniel J. Gryzmala

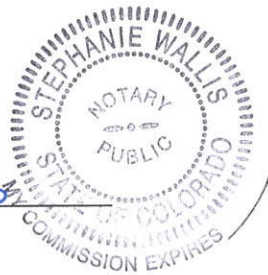
7-31-2012
Date

Vice President
Title

Signed and sworn to before me on this 31st day of July, 2012 by

Daniel J. Gryzmala

[Signature]
Notary Public



My commission expires on: 3-28-13

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:

A-1 Chipseal Co.
Company Name

7-31-12
Date

Daniel J. Gryzmala
Name (Print or Type)


Signature

Vice 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

**Adams County 2012 Chip Seal
Project # IMP 2011-00012
Bid Summary**

2012 Chip Seal	
TOTAL FROM BID SCHEDULES: \$	1,408,379.50
	(Amount in Figures)
One Million, Four Hundred Eight Thousand, Three Hundred Seventy Nine Dollars and	
Fifty Cents	DOLLARS.
(Written Amount)	

Respectfully Submitted:

A-1 Chipseal Co.

Company Name

06/21/2012

Date

2001 W. 64th Lane, Denver, CO 80221

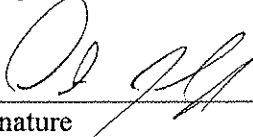
Company Address

303-464-9267

Telephone

303-650-9669

FAX No



Signature

Daniel J. Gryzmala

Name Printed or Typed

Vice President

Title

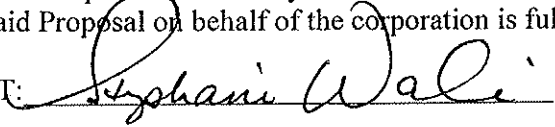
303-464-9267

Telephone

License No. (if applicable)

ADDENDA ACKNOWLEDGMENTS

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

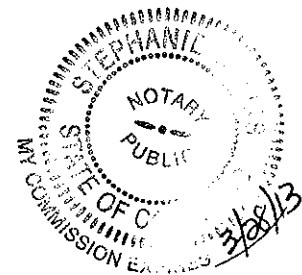
ATTEST: 

My Commission expires: 3/28/2013

1 06/15/12 07
ADDENDA NO. DATE

ADDENDA NO. DATE

ADDENDA NO. DATE



Street	Segment		Total (SY)	Unit Price	Total Price
	From	To			
Box Elder Creek Ranch - Filing 3					
168th Avenue & Hudson Road					
160th Court	Hudson Road	CDS	1,176	2.75	3,234.00
161st Court	Hudson Road	CDS	2,056	2.75	5,654.00
162nd Avenue	Hudson Road	Rayburn Street	4,827	2.75	13,274.25
163rd Avenue	Hudson Road	Queensview St	1,787	2.75	4,914.25
164th Avenue	Hudson Road	Rayburn Street	3,253	2.75	8,945.75
Rayburn Street	164th Avenue	CDS	5,016	2.75	13,794.00
Queensview Street	164th Avenue (north to)	CDS	2,322	2.75	6,385.50
Queensview Street	164th Avenue (south to)	CDS	6,136	2.75	16,874.00
		Total	26,572	2.75	73,073.00
Hayesmount Ridge Estates - Filing 1					
168th Avenue & Hayesmount Road					
166th Avenue	Hayesmount Road	Electra Street	8,096	2.75	22,264.00
167th Avenue	Electra Street	Greatrock Court	5,669	2.75	15,589.75
Electra Street	168th Avenue	CDS	5,976	2.75	16,434.00
Greatrock Court	167th Avenue	168th Avenue	2,709	2.75	7,449.75
168th Avenue	Electra Street	Hayesmount Rd	9,892	2.75	27,203.00
		Total	32,342	2.75	88,940.50
Box Elder North Homesite Filings 1-5					
152nd Avenue & Lanewood Street					
148th Court	Lanewood Street	CDS	2,216	2.75	6,094.00
150th Avenue	Lanewood Street	Overton Street	5,129	2.75	14,104.75
151st Avenue	Lindark Street	Overton Street	3,662	2.75	10,070.50
Lindark Street	150th Avenue	151st Avenue	2,675	2.75	7,356.25
North Ridge Street	150th Avenue	CDS	2,349	2.75	6,459.75
Overton Street	152nd Avenue	150th Avenue	4,195	2.75	11,536.25
		Total	20,226	2.75	55,621.50
Box Elder Estates Homesites Filing No. 1					
144th Avenue & Lanewood Street					
145th Ave	Meadow Woods Street	CDS	2,686	2.75	7,386.50
146th Ave.	Lanewood Street	CDS	4,820	2.75	13,255.00
Maywood Ct. (N of 146th Avenue)	146th Avenue	CDS	2,900	2.75	7,975.00
Maywood Ct. (S of 146th Avenue)	146th Avenue	CDS	3,726	2.75	10,246.50
Meadow Woods St (N of 146th Ave)	145th Avenue	CDS	2,926	2.75	8,046.50
Meadow Woods St (N of 146th Ave)	145th Avenue	CDS	3,700	2.75	10,175.00
144th Avenue (Excluded)			0	2.75	0.00
		Total	20,759	2.75	57,087.25
Wheatland Heights					
Prairie Red Court & 152nd Avenue					
Prairie Red Court	152nd Avenue	CDS	4,570	2.75	12,567.50
		Total	4,570	2.75	12,567.50
Valley View Estates					
149th Court & Hayesmount Road					
149th Court	Hayesmount Road	CDS	3,193	2.75	8,780.75
Indian Hill Court	149th Court	CDS	2,393	2.75	6,580.75
		Total	5,586	2.75	15,361.50
Green Estates Filing 3-4					
152nd Avenue & Harvest Road					
153rd Circle	Harvest Road	CDS	1,629	2.75	4,479.75
154th Circle	Harvest Road	CDS	1,629	2.75	4,479.75
155th Way	Gun Club Road	156th Avenue	8,735	2.75	24,021.25

156th Avenue	Harvest Road	Gun Club Road	13,410	2.75	36,877.50
Street	Segment		Total	Unit Price	Total Price
	From	To	(SY)		
157th Avenue	Gun Club Road	Duquesne Circle	3,696	2.75	10,164.00
Edna Drive	152nd Avenue	Green Drive	7,617	2.75	20,946.75
Green Drive	Harvest Road	Edna Drive	7,831	2.75	21,535.25
		Total	44,547	2.75	122,504.25
Van Aire (South)					
160th Ave. & Harvest Road					
DeGaulle Circle	156th Avenue	CDS (bulb)	4,256	2.75	11,704.00
Duquesne Circle	156th Avenue	CDS (bulb)	6,042	2.75	16,615.50
Elk Circle	156th Avenue	CDS (bulb)	2,403	2.75	6,608.25
		Total	12,701	2.75	34,927.75
Van Aire (North)					
Delta Court	160th Avenue	CDS (bulb)	3,447	2.75	9,479.25
Fortune Court	160th Avenue	CDS (bulb)	5,694	2.75	15,658.50
Harvest Court	Harvest Road	CDS (bulb)	5,521	2.75	15,182.75
		Total	14,662	2.75	40,320.50
Baseline Lakes Subdivision					
168th Avenue & Lima Street					
164th Avenue	Havana Street	Lima Street	6,512	2.75	17,908.00
166th Avenue	166th Place	Lima Street	5,145	2.75	14,148.75
166th Place	Havana Street	166th Avenue	2,890	2.75	7,947.50
167th Avenue CDS	Lima Street	CDS	1,460	2.75	4,015.00
167th Place	Havana Street	166th Place	4,663	2.75	12,823.25
Havana Street	168th Avenue	166th Place	2,257	2.75	6,206.75
Havana Street	Turn Lane	Turn lane	725	2.75	1,993.75
Lansing Court	Lima Street	CDS	2,740	2.75	7,535.00
Lima Street	168th Avenue	164th Avenue	13,076	2.75	35,959.00
		Total	39,467	2.75	108,534.25
Cavanaugh Hills					
Cavanaugh Road & 147th Avenue					
147th Avenue	Cavanaugh Road	CDS	5,364	2.75	14,751.00
149th Avenue	Cavanaugh Road	CDS	5,338	2.75	14,679.50
Avery Way	147th Avenue	149th Avenue	4,242	2.75	11,665.50
		Total	14,944	2.75	41,096.00
Eastridge Estates					
Manilla Road & 144th Avenue					
142nd Court	Manilla Road	CDS	3,684	2.75	10,131.00
Indianfield Court	142nd Court	CDS	2,831	2.75	7,785.25
		Total	6,516	2.75	17,919.00
Arterial Chip Seal					
160th Avenue	Harvest Road	Bently Street	31,027	2.75	85,324.25
Colorado Boulevard	168th Avenue	160th Avenue	35,059	2.75	96,412.25
Gun Club Road	152nd Avenue	160th Avenue	13,125	2.75	36,093.75
Harvest Road	152nd Avenue	160th Avenue	13,973	2.75	38,425.75
Bridge at Neres Canal			27	2.75	74.25
Lanewood Road	152nd Avenue	(End) 136th Ave	28,560	2.75	78,540.00
Watkins Road	152nd Avenue	(End) 136h Ave	29,240	2.75	80,410.00
Cavanaugh Road	144th Avenue	(End) 150th Ave	10,544	2.75	28,996.00
Manilla Road	144th Avenue	(End) 140th Ave	6,995	2.75	19,236.25
120th Avenue	Trussville Road	Imboden Road	63,787	2.75	175,414.25
Old Victory Road	Kiowa Bennett Road	US 36	36,909	2.75	101,499.75
		Total	269,245	2.75	740,423.75
GRAND TOTAL			512,138	2.75	1,408,379.50