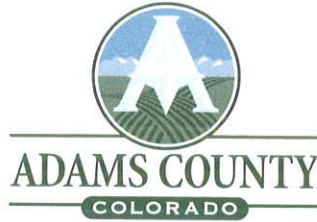


Richard C. Lemke
DIRECTOR



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

April 12, 2013

Drexel, Barrell & Co.
Mr. Michael D. Middleton
1800 38th Street
Boulder, Colorado 80202

RE: Washington Street Phase IV Improvement Project/Environmental Services, Change Order #3

Ms Bowers,

Enclosed is a fully executed agreement between Adams County and Drexel, Barrell & Co. for the Washington Street Phase IV Improvement Project/Environmental Services/Change Order #3. **Purchase Order No. 4188** was revised to reflect the amount of this agreement. 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.

I apologize for the delay in sending a fully executed Agreement for your file.

If you have any questions, concerns, or need clarification on our purchasing and accounting procedures, please don't hesitate in contracting me at 720-523-6052. Your service to Adams County is appreciated.

Sincerely,

Liz Estrada
Contract Administrator

Cc: Greg Lebric

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

Purchase Order Number 4188

**ADAMS COUNTY
PURCHASE ORDER**

Page 1 of 1
 Order Date: 10/05/09
 Requested Date: 10/05/09
 Cost Center: 3361

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

Vendor Address	Vendor and Shipping Information	Ship To Information
DREXEL BARRELL & CO 1800 38TH STREET BOULDER CO 80301-2620	Phone: FAX: e-mail: Delivery:	ADAMS COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING/WESTERN SERVICE CENTER 4430 SOUTH ADAMS COUNTY PARKWAY W2000B BRIGHTON CO 80601
VENDOR NUMBER: 128693		

ALL WORK FOR WASHINGTON STEET PHASE IV SHALL BE IN ACCORDANCE WITH THE AGREEMENT WITH ADAMS COUNTY AND DREXEL, BARRELL & CO. DATED SEPTEMBER 30, 2009. ANY CHANGE ORDER WILL BE REFLECTED ON THIS PURCHASE ORDER AFTER APPROVAL BY TH PUBLIC WORKS DIRECTOR AND THE BOCC.


Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	WASHINGTON STREET PAHSE IV IMPROVEMENT PROJECT - 58TH AVENUE TO 52ND AVENUE - DESIGN, CONSTRUCTION SPECIFICATION, DOCUMENTS, QUANTITY ESTIMATES AND ALL NECESSARY SERVICES		EA	0.0000	143,327.00	3361.9135	
2	0	CHANGE ORDER NO. 1 ENVIROMENTAL TESTING TO VERIFY THE PRESENCE OF CONTAMINANTS- DUE TO GROUNDWATER LEVELS. NEAR THE ASARCO SUPERFUND SITE. THE PROPOSAL DATED FEBARUARY 25, 2010 FROM DREXEL BARRELL IS ATTACHED AS REFERENCE TO THE PURCHASE ORDER		EA	0.0000	15,168.00	3361.9135	
3	1	ADDED BACK IN TO PURCHASE ORDER - OVERPAYMENT WAS MADE IN THE AMOUNT OF \$29,253.60. DREXEL BARRELL SENT ADAMS COUNTY A CHECK FOR THIS AMOUNT - SEE ATTACHED. ADDING THIS BACK INTO THE P.O. FOR FUTURE PAYMENTS. LIZ 8/16/10		EA	0.0000	29,253.60	3361.9135	
4	2	ENVIRONMENTAL, DRAINAGE ENGINEERING DESIGN SERVICES TO BE PERFORMED IN ACCORDANCE WITH THE AGEEMENT DATED JANUARY 19, 2011 BETWEEN ADAMS COUNTY AND DREXEL BARRELL & COMPANY		EA	0.0000	113,130.00	3361.9135	
5	3	CHANGE ORDER NO. 3 SUBSURFACE INVESTIGATION WORK - REFERENCE AGREEMENT DATED 2/2013		EA	0.0000	82,550.00	3361.9135	

Revised

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 383,428.60
----------------------------	-------------------------	--------------------------	----------------------------------

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
--	---	--

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, COLORADO
SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 27th day of February, 2013, by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Drexel, Barrell & Co., located at 1800 38th Street, Boulder, Colorado 80301, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

SECTION I - SERVICES OF THE CONTRACTOR

Drexel, Barrell & Co. shall provide professional engineering services for the subsurface investigation to complete the environmental characterization of soil and groundwater, for the Washington Street Phase IV Project described in the Contractor's proposal dated October 29, 2012, attached hereto as Exhibit "A".

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 provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

SECTION IV - TERM

The term of this Agreement shall commence upon receipt of Notice to Proceed, and be completed by June 30, 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 eighty-two thousand five hundred and fifty dollars (\$82,550.00).

A. Invoices

Invoices will be submitted to the County by the Contractor on a monthly basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. 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 - 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.

SECTION VII - 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 VIII - 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.

SECTION IX – INSURANCE

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

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, 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:

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.

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.

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.

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

SECTION X - TERMINATION

A. 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.

B. For Convenience

The County may terminate the 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 the 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 the Agreement, less payments previously made to the Contractor under the Agreement.

SECTION XI - 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 17th Judicial District, 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 are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, 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) when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

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) received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was listed below:

For the County:

Purchasing Agent and
4430 South Adams County Parkway
Brighton, CO 80601
Contact Person: Liz Estrada
Phone: 720.523.6052
Fax: 720.523.6058

Adams County Attorney's Office
4430 South Adams County Parkway
Brighton, Colorado 80601
Phone: 720.523.6116
Fax: 720.523.6114

For the Contractor:
Drexel, Barrell & Co.
Contact Person: Michael D. Middleton, P.E.
1350-17th Street, Suite 210 *1800 38th St*
~~Denver, CO 80202~~ *Boulder*
Phone: 720.214.0955 *303-442-4338*
Fax: 720.214.0959

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.

SECTION XII - 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 increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Request for Proposal, or, if no provision exists, pursuant to the terms of the 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.

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

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

[Signature]
Chair

2-28-13
Date

ATTEST:
KAREN LONG
CLERK AND RECORDER

[Signature]
Deputy Clerk



APPROVED AS TO FORM:

[Signature]
Adams County Attorney's Office

DREXEL, BARRELL & CO.

[Signature]
Name

2/14/2013
Date

Principal

Title

Signed and sworn to before me on this 14 day of FEBRUARY, 2013 by

MICHAEL D. MIDDLETON PRINCIPAL

Evelyn Patrice Bowen

Notary Public

My commission expires on: 6/14/15



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:

Drasel, Bassell & Co.

Company Name

2/14/2013

Date

Michael D. Medler

Name (Print or Type)

[Signature]

Signature

Principal

Title

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

Exhibit "A"



Drexel, Barrell & Co.

October 29, 2012

Mr. Greg Labrie, P.E.
Adams County Public Works
Department/Engineering
4430 South Adams County Parkway
Brighton, CO 80601

Engineers/Surveyors

Boulder
Colorado Springs
Denver
Grand Junction
Greeley
Steamboat Springs

1350 17th Street, Suite 210
Denver, CO 80202

720.214.0955
720.214.0959 Fax

Re: Washington Street Widening, Phase IV – 52nd Avenue to 58th Avenue –
Change Order Request for Phase II Environmental Assessment.

Dear Greg,

As you are aware, HDR, the environmental engineering sub-consultant for this project, has been requested to provide additional services related to the environmental characterization of soil and groundwater for the Washington Street Widening project.

I understand that there have been specific conversations with HDR to identify the scope of the additional services. We expect that there will likely be modifications to the civil or drainage documents based on the findings of the investigation. Additional services may be needed to if extensive modifications to the plans are required.

The design drawings are complete and the horizontal and vertical design of the 54-inch and smaller diameter storm sewer piping has been established. As recommended by Mark Omoto, to avoid possible conflicts during construction, additional field information should be obtained to verify the current design or identify additional construction cost.

There were 21 locations identified on the drawing as having a significant utility crossing or potential conflict between 55th Ave and 58th Ave. There are 7 locations located between 52nd Ave and 55th Ave. A cost for potholing the locations north of 55th Ave is included in this request for additional services. The included potholing includes exploration to a depth of 5 feet, patching and traffic control during work within the right of way. Drexel barrel will confirm the elevations of the utilities discovered by the contractor and add the information to the current plan set. The potholes located south of 55th Ave will be included in the force account and reexamined at the time of construction.

We are respectfully requesting your consideration of an additional \$10550.00 for the crossing information. The costs are directly related to potholing and update of the plans. Revisions to the plans due to crossing conflict will be considered part of the original scope. We are respectfully requesting your consideration of

Mr. Greg Labrie, P.E.
Washington Street Widening – Phase IV Design


October 29, 2012
Page 2

an additional \$72,000.00 for the extended environmental services to be provided by HDR.

Original Contract Amount:	\$143,327.00
Change Order #1:	\$ 15,150.00
Change Order #2	\$ 27,319.00
Proposed Change Order #3	\$ 82,550.00
Modified Contract Amount:	\$268,346.00

Please don't hesitate to contact me with any questions.

Sincerely,
Drexel, Barrell & Co.


Keith E. Hensel, PE,
Sr. Civil Engineer

Accepted,

Adams County Public Works
Mr. Greg Labrie, P.E.

Encl. Copy of HDR Proposal to Drexel, Barrell



ONE COMPANY! *Many Solutions*

October 26, 2012

To: Mr. Keith Hensel
Drexel, Barrell & Co.
1350 17th Street, Ste 210
Denver, CO 80202

From: Ken Napp, PG
Craig Vrabel, PG, CPG

Re: **Scope of Work and Cost Estimate,
Subsurface Investigation and Characterization,
Washington Street Widening and Rehabilitation Project, Adams County, Colorado**

HDR is pleased to provide this cost proposal and scope of work to Drexel Barrell & Company (Drexel Barrell) to perform professional environmental consulting services related to the environmental characterization of soil and groundwater for the Washington Street Widening and Rehabilitation Project. HDR will complete the outlined effort for the environmental investigation and characterization of soil and groundwater for the above mentioned project as described in the below proposed scope of work.

PROJECT OBJECTIVES

The project scope, summarized below, is intended to meet the following objectives:

Soil Characterization – To lower uncertainty regarding the presence of contaminated soils within the project limits. This effort would increase the understanding of the general magnitude of incremental construction costs associated with contaminated soil.

Groundwater Characterization – Determine the presence or absence of groundwater in the vicinity of the proposed storm sewer. To comply with the investigative portion of the environmental specifications (previously submitted), thereby developing sufficient information to allow construction to proceed (including waste water disposal and/or treatment) without further pre-construction environmental testing. Utilizing analytical results, establish waste water discharge or treatment criteria and, if applicable, acquire discharge permit for dewatering during storm sewer installation. This effort would allow a reasonable estimate of the incremental construction costs associated with contaminated groundwater.

SCOPE OF WORK

Soil Characterization:

The soil and road base investigation would include advancement of Geoprobe borings through asphalt of Washington Street, or along the street shoulder, to a maximum depth of 2.5 feet and collecting composite road base (and possibly underlying soil) samples for analysis of total metals using EPA Methods 6010B, 6020, 7470A/7471 for the RCRA 8 Metals; arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver. Samples with total metals analytical results exceeding 20 times the hazardous waste criteria for a specific analyte will be analyzed via Toxicity Characteristic Leaching Procedure (TCLP) for that specific metal to provide hazardous waste characterization. Due to the length of the project area, it is proposed to collect samples from ten boring locations evenly distributed along Washington Street. In addition, shallow soil samples will be collected from the three borings proposed below for the groundwater characterization effort and analyzed for RCRA 8 Metals.

Assumptions:

HDR will:

- Engage an environmental drilling and analytical laboratory subcontractor.
- Prepare a Site-Specific Health and Safety Plan (SSHSP) and Sampling and Analysis Plan (SAP); one plan for soil and groundwater characterization.
- Perform utility locates.
- Perform traffic control (closing one lane of Washington for 15-20 minutes at a time over the course of one day. Every 15-20 minutes, both lanes can be open for a few minutes while the rig is relocated).
- Advance a borehole through the pavement to a maximum depth of 2.5 feet at 10 locations south of 57th Avenue and north of 52th Avenue. (See approximate locations in the attached figure.) Collect one composite road base and soil sample from below the pavement at all ten locations. Collect appropriate Quality Assurance (5%) and Quality Control (10%) (QA/QC) samples as part of sampling protocol.
- Boring locations will be surveyed using a sub-meter GPS.
- Backfill bore holes and use cold patch to repair asphalt; 2.5-inch boreholes.
- Submit all samples for total RCRA 8 metals analyses and as appropriate TCLP analyses. Due to the dilution process by which TCLP is performed, TCLP will only be performed on samples that have chemical concentrations in excess of 20 times the hazardous waste limits. It is assumed 4 samples will require additional TCLP analysis.

Groundwater Characterization:

The groundwater investigation would include advancing three temporary shallow groundwater monitoring wells a depth of 5 feet below the proposed storm sewer trench excavation; approximately 20 feet below ground surface. If groundwater is encountered, the wells will be developed, sampled, and the groundwater samples analyzed for RCRA 8 Metals via EPA Methods 6010B, 6020, and 7470A/7471; volatile organic compounds (VOCs) via EPA Method 8260B; and semi-volatile organic compounds (SVOCs) via EPA Method 8270C. In addition,

one composite soil sample will be collected from the 0-2 foot interval from each of the three borings advanced as part of the groundwater characterization effort and analyzed for RCRA 8 Metals.

If groundwater is determined to be contaminated above discharge limits, HDR will conduct an aquifer test to assist in estimating the quantity of groundwater that will likely be generated during storm sewer installation.

Assumptions:

HDR will:

- Engage an environmental drilling and analytical laboratory subcontractor.
- Prepare a Site-Specific Health and Safety Plan (SSHSP) and Sampling and Analysis Plan (SAP); one plan for soil and groundwater characterization.
- Perform utility locates.
- Perform traffic control (closing one lane of Washington for 15-20 minutes at a time over the course of two days. Every 15-20 minutes, both lanes can be open for a few minutes while the rig is relocated).
- Construct three temporary groundwater monitoring wells along Washington Street between 55th and 56th Avenues to a depth of 20 feet or less. (See approximate locations in the attached figure.)
- Establish vertical control on a measuring point on the top of each temporary well casing.
- Monitoring well locations will be surveyed using a sub-meter GPS.
- Develop the wells until water clears of sediment or until the well dries (if water is present). Collect and dispose of investigative derived waste (IDW).
- Measure the depth to water (if present) in each well, collect a groundwater sample from each well and submit for total RCRA 8 metals, VOCs, and SVOCs analyses. Collect appropriate Quality Assurance (5%) and Quality Control (10%) (QA/QC) samples as part of sampling protocol.
- Perform one slug aquifer test in one of the temporary monitoring wells if groundwater is both present and contains chemical levels that will likely require treatment prior to discharge or disposal at a permitted facility.
- Abandon the monitoring wells.

Reporting:

Upon completion of the soils and road base sample collection and analysis, HDR will prepare a report of findings detailing concentrations detected and likely disposal methods. In addition, a qualitative opinion on the incremental construction costs associated with contaminated soil will be provided.

HDR will estimate the volume of waste water that would require special disposal or on-site treatment and develop associated estimated costs. HDR will prepare a report of findings detailing concentrations detected, the likely disposal or treatment methods required, and the costs associated with the waste water disposal or treatment.

Assumptions:

HDR will prepare a report describing the investigation findings including;

- Soil and road base characterization results
- Groundwater characterization results
- Slug test results, if appropriate
- Estimated groundwater waste disposal or treatment quantities and estimated disposal or treatment costs based upon estimated construction wastewater volume and waste characterization. Disposal or treatment costs will be based upon quotes provided from local disposal facilities or mobile treatment equipment.

Discharge Permit:

If the groundwater characterization study shows the presence of contaminated groundwater in the vicinity of the proposed storm sewer construction, HDR will analyze the options for managing the groundwater encountered during the storm sewer installation and, if determined appropriate, assist Adams County in identifying the proper mobile treatment technology required to discharge to the storm sewer (Platte River outfall) and with acquiring a Colorado waste water discharge permit. If it is determined treatment and discharge is not an option, HDR will assist Adams County with identifying a disposal facility capable of handling the waste water.

Assumptions:

HDR will:

- Assist Adams County in securing a dewatering permit for the Platte River outfall.
- Develop an estimate for waste water treatment or containerization/disposal.
- Modify existing construction specs and MMP based on investigation results.

Estimated Costs

Labor Costs¹

Project Manager/Technical Lead (Napp) 15 hours @ \$220.00/hr.....	\$3,300.00
Modeler (dewatering estimate, if necessary) 12 hours at \$140.00/hr	\$1,680.00
Project Geologist/Engineer 105 hours @ \$120.00/hr.	\$12,600.00
Field Geologist/Engineer 85 hours @ \$100.00/hr.	\$8,500.00
Project Chemist 18 hours @ \$100.00/hr.....	\$1,800.00
Draftsperson 6 hours @ \$90.00/hr.....	\$540.00
Clerical 6 hours @ \$70.00/hr.....	\$420.00
Labor Total.....	\$28,840.00

Expenses

Personal vehicle mileage 240 miles @ \$0.51/mile.....	\$122.40
Field Instrumentation and Equipment Rental	\$375.00
Misc field supplies	\$100.00
Tech Charge ²	\$913.90
Expense Total	\$1,511.30

Subcontractor Costs

Drilling Subcontractor Estimated Cost ³	\$12,000.00
IDW Disposal Estimated Cost	\$3,600.00
Total RCRA 8 Metals (16 soil samples) @ \$120.00 each	\$1,920.00
Total RCRA 8, VOCs, & SVOCs (4 gw samples) @ \$450.00 each	\$1,800.00
TCLP Metal (4 soil samples) @ \$350.00 each	\$1,400.00
Subtotal	\$20,720.00
5% Handling	\$1,036.00
Total Subcontractor	\$21,756.00

¹ Labor Rates subject to increase on January 1, 2013, however grand total below is valid through 2013.


² Tech charge at \$3.70/labor hour.


³ We solicited two bids for drilling services and the estimate provided is based on those bids.

TOTAL.....	\$52,107.30
20% Contingency	\$10,421.46
GRAND TOTAL.....	\$62,528.76

We appreciate the opportunity to submit this proposed scope of work and cost estimate. If you have any questions or require additional information, please contact me at (303) 764-1549.

Sincerely,
HDR Engineering, Inc.,


Kenneth Napp
Project Manager


R. Bradley Martin, P.E., VP
Department Manager

ADAMS COUNTY PURCHASE ORDER

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

Vendor Address	Vendor and Shipping Information	Ship To Information
DREXEL BARRELL & CO 1800 38TH STREET BOULDER CO 80301-2620	Phone FAX e-mail Delivery	ADAMS COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING/WESTERN SERVICE CENTER 12200 PECOS STREET WESTMINSER CO 80234

ALL WORK FOR WASHINGTON STEET PHASE IV SHALL BE IN ACCORDANCE WITH THE AGREEMENT WITH ADAMS COUNTY AND DREXEL, BARRELL & CO. DATED SEPTEMBER 30, 2009. ANY CHANGE ORDER WILL BE REFLECTED ON THIS PURCHASE ORDER AFTER APPROVAL BY TH PUBLIC WORKS DIRECTOR AND THE BOCC.


Ln	R	Description/ Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req No.
1	0	WASHINGTON STREET PAHSE IV IMPROVEMENT PROJECT - 58TH AVENUE TO 52ND AVENUE - DESIGN, CONSTRUCTION SPECIFICATION, DOCUMENTS, QUANTITY ESTIMATES AND ALL NECESSARY SERVICES		EA	0.0000	143,327.00	3361.9135	
2	0	CHANGE ORDER NO. 1 ENVIROMENTAL TESTING TO VERIFY THE PRESENCE OF CONTAMINANTS- DUE TO GROUNDWATER LEVELS. NEAR THE ASARCO SUPERFUND SITE. THE PROPOSAL DATED FEBARUARY 25, 2010 FROM DREXEL BARRELL IS ATTACHED AS REFERENCE TO THE PURCHASE ORDER		EA	0.0000	15,168.00	3361.9135	

Revised

FAXED ORIGINAL COPY
 10/2/10

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 158,495.00
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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 Accounts Payable 450 South 4th Ave. Brighton, CO 80601 303-654-6050	Inquiries to: Adams County Purchasing Department 450 South 4th Ave. Brighton, CO 80601 303-654-6050	 28206 ESTRADA, ELIZABETH J ADAMS COUNTY AUTHORIZED SIGNATURE
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ADAMS COUNTY
COLORADO

RECEIVED

Public Works Department
Engineering

MAR 05 2010

12200 Pecos Street, Westminster, CO 80234
PHONE 303.453.8787 FAX 303.453.8775

MEMORANDUM

To: Liz Estrada, Purchasing Agent

Through: Besharah Najjar, PE, Director of Public Works *B.N.*

Through: Russ Nelson, PE, Assistant Engineering Manager *R. Nelson*

From: Mark Omoto, PE, Senior Engineer *MO*
Greg Labrie, PE CFM, Civil Engineer *GL*

Date: February 25, 2010

RE: Washington P4 Environmental Services Change Order

The Adams County Public Works Department has retained Drexel Barrell as the engineering consultant to design the Washington Street Phase 4 project. During the course of the design, it was determined that groundwater would be encountered in the construction phase of this project. Due to the proximity of the Asarco superfund site, there is the possibility of soil and groundwater contamination that could impact construction. As a result, environmental testing is required for this area to verify the presence of contaminants. The cost of the change order to complete a Phase II environmental site assessment is \$15,168. It is requested that the contract be amended accordingly.



Drexel, Barrell & Co.

February 25, 2010

Mr. Mark Omoto, P.E.
Senior Engineer
Adams County Public Works
Department/Engineering
12200 Pecos Street
Westminster, Colorado 80234

Engineers/Surveyors

Boulder
Colorado Springs
Denver
Grand Junction
Greeley
Steamboat Springs

1350 17th Street, Suite 210
Denver, CO 80202

720.214.0955
720.214.0959 Fax

Re: Washington Street Widening, Phase IV – 52nd Avenue to 58th Avenue –
Change Order Request for Phase II Environmental Assessment.

Dear Mark,

As you are aware, Kumar & Associates, the geotechnical engineering sub-consultant for this project, encountered water at a depth of approximately 8.5 feet in one of the 15 exploratory borings - Boring #8. The presence of this groundwater could mean that the widening project may require construction dewatering. Because of the Asarco/Globeville Superfund site in the vicinity, there is a concern that the construction could encounter contaminated soil and groundwater.

We have received proposals from three environmental consultants to complete a Phase II Environmental Site Assessment (ESA) for Washington Street between 52nd Avenue and 55th Avenue. After review of the proposals, we are recommending that Walsh Environmental Scientists and Engineers be retained as a sub-consultant to Drexel, Barrell & Co. to conduct the ESA.

The tasks recommended by Walsh Environmental are outlined in their proposal to Drexel, Barrell & Co.; which is included for your review.

Because an Environmental Assessment was not included as part of our design proposal for the Washington Street Widening, we are respectfully requesting your consideration of this Change Order in the amount of \$15,168.00. This amount includes the \$12,618.00 fee for Walsh Environmental's consulting efforts and \$ 2,550.00 for Drexel Barrell's additional costs. Our fee includes approximately 12 hours of my time and 15 hours of the Project Engineer's time. Our efforts include coordination and meetings with Walsh Environmental, providing them any and all drawings and or work products we have developed to help them in their efforts, and review of their work product prior to submitting to Adams County.



Environmental Scientists and Engineers, LLC

an ecology and environment company

February 17, 2010

Ms. Ann T. Bowers, P.E., PTOE
Drexel, Barrell & Company
1350 17th Street, Suite 210
Denver, Colorado 80202
Ph: 720-214-0955
Email: abowers@drexelbarrell.com

**RE: Proposal for Limited Phase II Environmental Site Assessment
Washington Street Widening and Rehabilitation Project
52nd Avenue to 58th Avenue, Adams County, Colorado**

Dear Ms. Bowers:

Walsh Environmental Scientists & Engineers, LLC (WALSH) is pleased to present this proposal to conduct a Limited Phase II Environmental Site Assessment (ESA) on the above-referenced property. The Site is located along Washington Street between 52nd Avenue and 58th Avenue in North Denver and Adams County, Colorado. The Limited Phase II ESA is intended to address potential soil and groundwater contamination that could impact construction of the above referenced project.

According to the Colorado Department of Public Health and Environment (CDPHE), Hazardous Materials and Waste Management, the portion of Washington Street between 52nd Avenue and 58th Avenue is located adjacent to the ASARCO Globeville proposed National Priorities List (NPL or Superfund) site. The ASARCO Globeville Plant has been the processing site for various heavy metals since the 1880s. The plant has produced gold and silver, operated as a lead smelter, refined arsenic, and began cadmium refining in 1926 which continued until June 1993. The site contains a groundwater contaminant plume flowing off the plant site to the northeast, an unlined waste pile which contributes to groundwater contamination, and soil contaminated with arsenic, cadmium, lead and zinc both on and off the plant property.

The following conditions should be evaluated during the Phase II ESA:

- Potential heavy metals contamination in soil at concentrations exceeding off-plant soils remedy concentrations called for in the ASARCO Globeville Consent Decree. The remedy calls for removal and replacement of the top 12 inches of soil where metals concentrations exceed 73 parts per million (ppm) cadmium, 500 ppm lead or 70 ppm arsenic. An additional action level of 500 ppm for zinc in the Consent Decree applies only to garden soils. Soils encountered during construction with contaminants exceeding these concentrations may require handling in accordance with the requirements of a CDPHE-approved Materials Management Plan.
- Potential heavy metals contamination in groundwater at concentrations exceeding Applicable or Relevant and Appropriate Requirements (ARARs) or other relevant groundwater standards.

4888 Pearl East Circle Suite 108

Boulder, Colorado 80301-2475

Phone (303) 443-3282 FAX (303) 443-0367

White Copy - Client • Yellow Copy - WALSH Accounting Office • Pink Copy - File



Environmental Scientists and Engineers, LLC

an ecology and environment company

The proposed Limited Phase II ESA will address only the identified conditions referenced above. The proposed scope of work for the Washington Street widening project will be completed on a time and materials basis for an estimated price of **\$12,618.00**. The costs and schedule provided in this proposal are based upon ready access to the project alignment for sampling, and full cooperation of the current owner(s)/occupant(s). The Phase II ESA report will be completed within four weeks of your notice-to-proceed. Verbal results will be provided upon receipt of laboratory reports.

WALSH appreciates the opportunity to submit this proposal to Drexel, Barrell & Company. This proposal includes Exhibits A and B of the attached Professional Services Agreement (PSA). Please sign the PSA if you are in agreement. Please call me at (303) 573-5545 if there are any questions about the scope or cost for this project.

Sincerely,

Reviewed by,

A handwritten signature in cursive script that reads "Craig M. Carter".

Craig M. Carter, P.G.
Senior Project Manager

Tony Curcio, P.E.
Redevelopment Manager

Attachment



Environmental Scientists and Engineers, LLC

an ecology and environment company

The soil borings will be extended to approximately five feet below the ground water table or a maximum of 20 feet below ground. Temporary monitoring wells will then be installed. Samples of groundwater from each boring will be collected using disposable bailers or peristaltic pump. At the conclusion of ground water sampling, the temporary wells will be plugged and abandoned.

Task 2. Reporting

A report will be submitted that fully explains the sampling procedures and protocols and contains the results of the sample analyses. These results will be presented in tabular format and compared to Colorado state (CDPHE, OPS, COGCC) and Federal (USEPA) guidelines. The report will also contain detailed descriptions of the soil profile in each of the soil borings. The complete laboratory analytical records and chain of custody forms will be included in the report as an appendix. WALSH will review the findings and will recommend follow-up actions (if necessary).

Assumptions

This proposal assumes that drilling and sampling can be completed in two days using a direct-push drill rig. In addition, it is assumed that the total drilling depth of each boring will be approximately 20 feet. The costs include the collection of up to 2 soil samples and 1 ground water sample per boring/well. In the event that unforeseen conditions are encountered (such as additional RECs not identified in previous reports, difficult drilling conditions, buried objects, or other obstructions) additional costs may be incurred including additional labor, drilling, and laboratory costs or a different sampling method. The costs for these items are not included in this bid and will be determined as the need arises.

Purchase Order Number 4188

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

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
 Order Date: 10/05/09
 Requested Date: 10/05/09
 Cost Center: 3361

Vendor Address	Vendor and Shipping Information	Ship To Information
DREXEL BARRELL & CO 1800 38TH STREET BOULDER COLORADO 80301-2620	Phone: FAX: e-mail: Delivery:	ADAMS COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING/WESTERN SERVICE CENTER 12200 PECOS STREET WESTMINSER COLORADO 80234

ALL WORK FOR WASHINGTON STEET PHASE IV SHALL BE IN ACCORDANCE WITH THE AGREEMENT WITH ADAMS COUNTY AND DREXEL, BARRELL & CO. DATED SEPTEMBER 30, 2009. ANY CHANGE ORDER WILL BE REFLECTED ON THIS PURCHASE ORDER AFTER APPROVAL BY TH PUBLIC WORKS DIRECTOR AND THE BOCC.

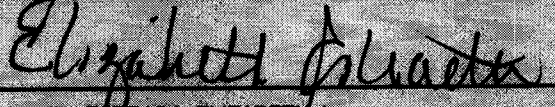
Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
2	0	CHANGE ORDER NO. 1 ENVIROMENTAL TESTING TO VERIFY THE PRESENCE OF CONTAMINANTS- DUE TO GROUNDWATER LEVELS. NEAR THE ASARCO SUPERFUND SITE. THE PROPOSAL DATED FEBARUARY 25, 2010 FROM DREXEL BARRELL IS ATTACHED AS REFERENCE TO THE PURCHASE ORDER		EA	0.0000	15,168.00	3361.9135	
3	1	ADDED BACK IN TO PURCHASE ORDER - OVERPAYMENT WAS MADE IN THE AMOUNT OF \$29,253.60. DREXEL BARRELL SENT ADAMS COUNTY A CHECK FOR THIS AMOUNT - SEE ATTACHED. ADDING THIS BACK INTO THE P.O. FOR FUTURE PAYMENTS. LIZ 8/16/10		EA	0.0000	29,253.60	3361.9135	

Revised

Original

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 44,421.60
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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 #26-03569

Invoice to: Adams County Accounts Payable 450 South 4th Ave. Brighton, CO 80001 303-354-6050	Inquiries to: Adams County Purchasing Department 450 South 4th Ave. Brighton, CO 80001 303-354-6050	 28206 ESTRADA, ELIZABETH J ADAMS COUNTY AUTHORIZED SIGNATURE
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DREXEL, BARRELL & CO.
1800 38TH STREET
BOULDER, COLORADO 80301

Wells Fargo Bank, N.A.
23-7-1020



CHECK DATE July 23, 2010

PAY Twenty Nine Thousand Two Hundred Fifty Three and 60/100 Dollars

AMOUNT \$29,253.60

TO ADAMS COUNTY
450 S. 4TH AVE.
BRIGHTON, CO 80601

Barbara Keller
AUTHORIZED SIGNATURE

⑈010586⑈ ⑆102000076⑆ 8225837601⑈

DREXEL, BARRELL & CO.

10586

Check Date: 7/23/2010

Invoice Number	Date	Voucher	Amount	Discounts	Previous Pay	Net Amount
071910-D1051	7/19/2010	0000888	\$29,253.60			\$29,253.60
ADAMS COUNTY		TOTAL	\$29,253.60			\$29,253.60
Corporate	2	15				

*Deposit is
Acct # 3361.9185
33610503.W
P.O. 4188*

*12,117.80 / 2,496.20
29,253.80 / 9,681.60*

Security features. Details on back.

ADAMS COUNTY PURCHASE ORDER

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

Vendor Address	Vendor and Shipping Information	Ship To Information
DREXEL BARRELL & CO 1800 38TH STREET BOULDER CO 80301-2620	Phone: FAX: e-mail: Delivery:	ADAMS COUNTY PUBLIC WORKS DEPARTMENT ENGINEERING/WESTERN SERVICE CENTER 4430 SOUTH ADAMS COUNTY PARKWAY W2000B BRIGHTON CO 80601
VENDOR NUMBER: 128693		

ALL WORK FOR WASHINGTON STEET PHASE IV SHALL BE IN ACCORDANCE WITH THE AGREEMENT WITH ADAMS COUNTY AND DREXEL, BARRELL & CO. DATED SEPTEMBER 30, 2009. ANY CHANGE ORDER WILL BE REFLECTED ON THIS PURCHASE ORDER AFTER APPROVAL BY TH PUBLIC WORKS DIRECTOR AND THE BOCC.

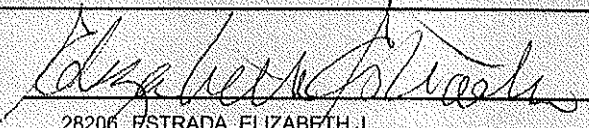
Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	WASHINGTON STREET PAHSE IV IMPROVEMENT PROJECT - 58TH AVENUE TO 52ND AVENUE - DESIGN, CONSTRUCTION SPECIFICATION, DOCUMENTS, QUANTITY ESTIMATES AND ALL NECESSARY SERVICES		EA	0.0000	143,327.00	3361.9135	
2	0	CHANGE ORDER NO. 1 ENVIROMENTAL TESTING TO VERIFY THE PRESENCE OF CONTAMINANTS- DUE TO GROUNDWATER LEVELS. NEAR THE ASARCO SUPERFUND SITE. THE PROPOSAL DATED FEBARUARY 25, 2010 FROM DREXEL BARRELL IS ATTACHED AS REFERENCE TO THE PURCHASE ORDER		EA	0.0000	15,168.00	3361.9135	
3	1	ADDED BACK IN TO PURCHASE ORDER - OVERPAYMENT WAS MADE IN THE AMOUNT OF \$29,253.60. DREXEL BARRELL SENT ADAMS COUNTY A CHECK FOR THIS AMOUNT - SEE ATTACHED. ADDING THIS BACK INTO THE P.O. FOR FUTURE PAYMENTS. LIZ 8/16/10		EA	0.0000	29,253.60	3361.9135	
4	2	ENVIRONMENTAL, DRAINAGE ENGINEERING DESIGN SERVICES TO BE PERFORMED IN ACCORDANCE WITH THE AGEEMENT DATED JANUARY 19, 2011 BETWEEN ADAMS COUNTY AND DREXEL BARRELL & COMPANY		EA	0.0000	113,130.00	3361.9135	
5	3	CHANGE ORDER NO. 3 SUBSURFACE INVESTIGATION WORK - REFERENCE AGREEMENT DATED 2/2013		EA	0.0000	82,550.00	3361.9135	

Original

Revised

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 383,428.60
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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.