# Purchase Order Number 14910

**ADAMS COUNTY**

**PURCHASE ORDER**

**Vendor Address**
BRANNAN SAND & GRAVEL COMPANY  
2500 EAST BRANNAN WAY  
DENVER CO 80229

**Vendor and Shipping Information**
Phone: 534-1231  
FAX: 303-534-1236  
e-mail: Delivery: FOB DESTINATION

**Ship To Information**
ADAMS COUNTY TRANSPORTATION DEPARTMENT  
HIGHWAY WEST DIVISION  
4955 EAST 74TH AVENUE, 1ST FLOOR  
COMMERCE CITY CO 80022

**Vendor Address**
VENDOR NUMBER: 8909

<table>
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<th>Ln</th>
<th>R</th>
<th>Description / Supplier Item</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Account Number</th>
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<td>3031 7405 210539</td>
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**Term**
Net 30 Days

**Tax Rate**
*NA*

**Sales Tax**
0.00

**Total Order**
51,250.00

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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT  
COLORADO TAX EXEMPT #98-03569

**Invoice to:**  
Adams County A/P  
4430 S. Adams County Pkwy.  
Suite C4000A  
Brighton, CO 80601-8212  
720-523-6050

**Inquiries to:**  
Adams County Purchasing Department  
4430 S. Adams County Parkway, Suite C4000A  
Brighton, CO 80601-8212  
720-523-6050

**ADAMS COUNTY AUTHORIZED SIGNATURE**
SERVICE PURCHASE ORDER TERMS AND CONDITIONS

1. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

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

3. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

4. NONDISCRIMINATION: The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

5. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

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

6.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form properly damage and personal injury.
   6.1.1. Each Occurrence $1,000,000
   6.1.2. General Aggregate $2,000,000

6.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrow.
   6.2.1. Bodily Injury/Property Damage $1,000,000 (each accident)
   6.2.2. Personal Injury Protection Per Colorado Statutes

6.3. Workers' Compensation Insurance: Per Colorado Statutes

6.4. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
   6.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
   6.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
   6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

6.5. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

6.6. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

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

7. TERMINATION:

7.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

7.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.
8. MUTUAL UNDERSTANDINGS:

8.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

8.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto agree that they are familiar with § 18–8–301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18–8–401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County’s safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

8.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

8.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

8.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party’s right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

8.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

8.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received.

8.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

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

9. CHANGE ORDERS OR EXTENSIONS:

9.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor’s compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

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

10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8–17.5–101, et seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

10.2. The Contractor shall certify participation in the E–Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8–17.5–102(5)) on the attached certification.

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

10.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E–Verify Program or the Department Program.

10.6. The Contractor shall not use either the E–Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
10.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8–17.5–102(5).

10.9. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

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

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

**Dept # 3031:** Transportation Opers & Maint

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<td>BOBST, MICHELLE S</td>
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Total Open Lines for Dept 3031: 2

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*Notes:
- MAPD 2017 Award 30
- 2017-365
- Email to: cyndi@cyndi.com
- Email to: cyirsike@brannanllc.com*
Hi Adam,

The below email and attached PO was emailed to the vendor this morning. Please review, file for your records, and invoice payments. Thanks.

Heidi

Good morning Cyndi,

Attached is a copy of the **fully executed PO** for the above subject services. Please contact Adams Ingalls at 303.853.7107 regarding the invoice payment. Thanks.

---

**Heidi Ellis, PHM**  
*Contract Specialist II, Adams County Finance / Purchasing Division*  
*ADAMS COUNTY, COLORADO*  
*4430 South Adams County Parkway, 4th Floor, Suite C4000A*  
*Brighton, CO 80601-8212*  
720.523.6053 | HEllis@adcgov.org | adcgov.org
**Vendor Address**
BRANNAN SAND & GRAVEL COMPANY
2500 EAST BRANNAN WAY
DENVER CO 80229

**Vendor and Shipping Information**
Phone: 534-1231  
FAX: 303-534-1236  
e-mail:  
Delivery:  

**Ship To Information**
ADAMS COUNTY TRANSPORTATION DEPARTMENT  
HIGHWAY WEST DIVISION  
4955 EAST 74TH AVENUE, 1ST FLOOR  
COMMERCE CITY CO 80022

**Vendor Number:** 8909

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<th>Ln</th>
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<td>Purchase Order is being issued for Contractor to provide all labor and materials for the Asphalt Maintenance - Full Depth Patching and thin overlay, all pricing per the 2017 Q3 MAPO Award for Adams County Public Works Department, Operations Division located at 4955 East 74th Avenue, Commerce City, Colorado 80022. Coordinate all service with the Project Manager, Adam Ingalls at 303-853-7107.</td>
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<td>Change Order to increase the Purchase Order to allow invoice payment for an additional 300 tons of material to complete the project. All services and pricing remain the same as line item one above, per the 2017 Q3 MAPO Award for Adams County Public Works Department Operations Division located at 4955 East 74th Avenue, Commerce City, Colorado 80022. Coordinate all service with the Project Manager, Adam Ingalls at 303-853-7107.</td>
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**Term:** Net 30 Days  
**Tax Rate:** "NA"  
**Sales Tax:** 0.00  
**Total Order:** 63,550.00

**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 CountyPkwy.  
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

**Ellis, Heidi M**  
**Adams County Authorized Signature**
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.
## CONTRACT DETAILS

### ROAD MATERIALS

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<td>$41.00 See Exceptions</td>
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CR 300 Tons additional 300 tons being ordered by using Dept.

- MAPD Bid -
- Water Government Agent
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<th>Colorado Asphalt (CASI)</th>
<th>Denver Industrial Sales &amp; Service Co.</th>
<th>Quikrete Companies LLC, dba QPR</th>
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<td>303-292-3434</td>
<td>303-935-2485</td>
<td>800-388-4338</td>
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<td>Price per unit picked up, after business hours</td>
<td>Price per unit picked up, regular business hours</td>
<td>Price per unit picked up, regular business hours</td>
<td>Price per unit picked up, regular business hours</td>
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<td>NB</td>
<td>$46.50</td>
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Add On Requisition for Asphalt. Thanks!!

Approved Requisition

11208 CR 00013

The above requisition has been approved.
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<th>Req No.</th>
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<th>G/L Date</th>
<th>Description</th>
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<th>Status</th>
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<td>CR</td>
<td>11/28/2017</td>
<td>11/28/2017</td>
<td>Maintenance Asphalt</td>
<td>12,300.00</td>
<td>Approved</td>
<td>BOBST, MICHELLE S</td>
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Change order to PO# 14910

- additional 300 tons to complete project, per using department D.H.
Hi Adam,

The below email and attached PO was emailed to the Contractor this afternoon. Please review, file for your records, and invoice payments. Thanks.

Heidi

Good afternoon Cyndi,

Attached is a copy of the Change Order to the above PO for the above subject services. Please contact Adams Ingalls at 303.853.7107 regarding the invoice payment. Thanks.

Heidi

Good morning Cyndi,
Attached is a copy of the fully executed PO for the above subject services. Please contact Adams Ingalls at 303.853.7107 regarding the invoice payment. Thanks.

Heidi Ellis, PHM
Contract Specialist II, Adams County Finance / Purchasing Division
ADAMS COUNTY, COLORADO
4430 South Adams County Parkway, 4th Floor, Suite C400A
Brighton, CO 80601-8212
720.523.6053 | HEllis@adcogov.org | adcgov.org