

**ADAMS COUNTY, COLORADO  
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 11 day of JULY 2017, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **EP&A ENVIROTAC, INC.**, located at 78-900 Avenue 47, Suite 106, La Quinta, California 92253, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. **SERVICES OF THE CONTRACTOR:**
  - 1.1. All work shall be in accordance with the attached IFB-HE-2017.328 and the Contractor's response to the IFB-HE-2017.328 attached hereto as **Exhibit A**, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
  - 1.2. **Emergency Services:** In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.
2. **RESPONSIBILITIES OF THE COUNTY:** The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement, as referenced in Section 1 above.
3. **TERM:**
  - 3.1. **Term of Agreement:** The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
  - 3.2. **Extension Options:** The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor.
4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, in an amount of **five hundred forty-eight thousand six hundred forty-two dollars and fifty cents (\$548,642.50)**.

4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

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

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

6.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles

owned, hired, leased, or borrowed.

8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)

8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.

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

8.4.1. Each Occurrence: \$1,000,000

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

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

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

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

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

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

**9. TERMINATION:**

- 9.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

**10. MUTUAL UNDERSTANDINGS:**

- 10.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.
- 10.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), 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).
- 10.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

- 10.5. 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.
- 10.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**County:**

Department: Adams County Public Works Department, Operations Division  
 Contact: Jeremy Reichert, Operations Manager  
 Address: 4955 E. 74<sup>th</sup> Avenue  
 City, State, Zip: Commerce City, Colorado 80022  
 Office Number: 303.853.7139  
 Email: [jreichert@adcogov.org](mailto:jreichert@adcogov.org)

Department: Adams County Purchasing Division  
 Address: 4430 South Adams County Parkway, Suite C4000A  
 City, State, Zip: Brighton, Colorado 80601

Department: Adams County Attorney's Office  
 Address: 4430 South Adams County Parkway  
 City, State, Zip: Brighton, Colorado 80601

**Contractor:**

Company: Environmental Products & Applications, Inc.  
 Contact: Justin Vermillion  
 Address: 78-900 Avenue 47, Suite 106  
 City, State, Zip: La Quinta, California 92253  
 Office Number: 888.674-9174  
 E-mail: [Justin@Envirotac.com](mailto:Justin@Envirotac.com)

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

- 10.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 10.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**11. AMENDMENTS, CHANGE ORDERS OR EXTENSION:**

- 11.1. Amendments or Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Solicitation, or, if no provision exists, pursuant to the terms of the Amendment or Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor

**12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- 12.6. If 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.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**13. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)**

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13.

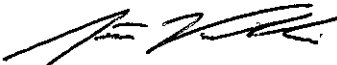
**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

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:**

EP&A Envirotac, Inc.  
Company Name

6/25/17  
Date

  
\_\_\_\_\_  
Signature

Justin Vermillion  
Name (Print or Type)

President  
Title

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



**Signature Page**

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

**BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO**

By:

Chair

*[Handwritten Signature]*

Date:

7/11/17

**CONTRACTOR  
EP&A ENVIROTAC, INC.**

By:

Name (Print or Type)

Authorized Signature

*Justin Vermillion*

*[Handwritten Signature]*

Date:

8/26/17

Title

*President*

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

*[Handwritten Signature]*

**APPROVED AS TO FORM:  
Adams County Attorney's Office**

By:

Attorney's Signature

*[Handwritten Signature]*

**NOTARIZATION:**

COUNTY OF \_\_\_\_\_ )

)SS.

STATE OF \_\_\_\_\_ )

*See Attached*

Signed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017,

by \_\_\_\_\_,

Notary Public \_\_\_\_\_

My commission expires on: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside  
On 6/26/17 before me, Dana S. Gilliams, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Justin Vermillion  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Dana S. Gilliams  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Adams County CO Prof. Inc. Agreement Document Date: 6/26/17  
Number of Pages: 7 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Justin Vermillion  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**ATTACHMENT A**  
(All Documents following this page of the Agreement)

Attachments:

1. Fee Schedule (Base Year)
2. BID, dated April 20, 2017
3. Bidder's Certification of Compliance
4. Bidder's Signature Page

# EP&A

Envirotac, Inc.



# Proposal

Date 04/20/2017

Bid # 2017.328

Bid Title: Acrylic Based Soil Stabilizing Polymer

**Name / Address**

Adams County Government Center  
4430 South Adams County Parkway  
4th Floor, C4000A  
Brighton, Colorado 80601

**BID PRICE SCHEDULE**

Prices valid for 12 months and may be extended for two additional years

Description	Qty*	Rate	Total
Envirotac SC acrylic polymer (55% or greater active solids) Packaged and ships in 275 gallon totes. Cost per gallon \$7.70, no tote charge. Recommended application rate is one gallon of Envirotac SC concentrate will treat 40 square feet.	60,775 gallons	\$7.70/ gallon	\$467,967.50
Envirotac II acrylic polymer (35% or greater active solids) Packaged and ships in 275 gallon totes. Cost per gallon \$4.00, no tote charge. Recommended application rate is one gallon of Envirotac II concentrate will treat 24 square feet.	9,350 gallons	\$4.00/ gallon	\$37,400.00
Freight From Stone Mountain, GA to: Adams County Gravel Pit 8080 Dahlia St Commerce City, CO 80022 (17 totes or 4,675 gallons of Envirotac SC is a full truckload)	15 truckloads	\$2,885.00	\$43,275.00
<b>Subtotal</b>			\$548,642.50 USD
<b>Sales Tax (0.0%)</b>			N/A
<b>Total</b>			\$548,642.50 USD

Justin Vermillion  
President

Justin@Envirotac.com  
www.envirotac.com

760-777-8035  
760-779-1815



78900 Avenue 47, Suite 106  
La Quinta, CA 92253  
Toll Free: (888) 674-9174  
Outside US: +1 (760) 777-8035  
Email: Info@envirotac.com  
www.envirotac.com

## SAFETY DATA SHEET

**ENVIROTACAW**  
**ALL WEATHER**

**Envirotac AW (All Weather)®**

Revision Date 07/01/2016

### SECTION 1. PRODUCT AND COMPANY IDENTIFICATION

Product name : Envirotac AW®  
Product code : EAW-T, EAW-D, EAW-B

#### Manufacturer or supplier's details

Company : EP&A Envirotac, Inc.  
Address : 78900 Avenue 47, Suite 106  
La Quinta, CA 92253  
Telephone : 1-888-674-9174, 1-760-777-8035

Medical Emergency Phone Number: 1-888-674-9174 or if immediate emergency dial 911

Transport Emergency Phone Number (CHEMTREC): 1-800-424-9300

#### Recommended use of the chemical and restrictions on use

Recommended use : Soil Stabilization, SubBase Stabilization, Erosion Control, Dust Control  
Restrictions on use : For industrial use only.

### SECTION 2. HAZARDS IDENTIFICATION

#### Emergency Overview

Appearance	liquid
Color	white
Odor	sweet

#### GHS Classification

Eye irritation : Category 2A

#### GHS Label element

Hazard pictograms :



Signal Word : Warning

#### Hazard Statements:

H319 Causes serious eye irritation.

#### Precautionary Statements:

**Prevention:** P264 Wash skin thoroughly after handling. P280 Wear eye protection/ face protection.

**Response:** P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes.

Remove contact lenses, if present and easy to do. Continue rinsing. P337 + P313 If eye irritation persists: Get medical advice/ attention.

#### Potential Health Effects



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**SAFETY DATA SHEET**



**Envirotac AW (All Weather)®**

Revision Date 07/01/2016

**Carcinogenicity:**

**IARC** No ingredient of this product present at levels greater than or equal to 0.1% is identified as probable, possible or confirmed human carcinogen by IARC.

**OSHA** No ingredient of this product present at levels greater than or equal to 0.1% is identified as a carcinogen or potential carcinogen by OSHA.

**NTP** No ingredient of this product present at levels greater than or equal to 0.1% is identified as a known or anticipated carcinogen by NTP.

**SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS**

Substance / Mixture : Mixture

**Hazardous Ingredients**

Chemical Name	CAS-No.	Concentration [%]
Polyethylene glycol octyl phenoxy ether	9002-93-1	1 - 5
Polyethylene glycol octyl phenyl ether	9036-19-5	1 - 5

**SECTION 4. FIRST AID MEASURES**

**General advice** : Show this material safety data sheet to the doctor in attendance.

**If inhaled** : Move to fresh air.  
If symptoms persist, call a physician.

**In case of skin contact** : Wash off with soap and water.

**In case of eye contact** : Flush eyes with water at least 15 minutes. Get medical attention if eye irritation develops or persists.

**If swallowed** : Do not induce vomiting. Seek medical attention if symptoms develop. Provide medical care provider with this MSDS.

**SECTION 5. FIRE-FIGHTING MEASURES**

**Suitable extinguishing media** : Not combustible.  
Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

**Unsuitable extinguishing media** : none

**Specific hazards during fire fighting** : Cool closed containers exposed to fire with water spray.



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## SAFETY DATA SHEET



**Envirotac AW (All Weather)®**

Revision Date 07/01/2016

Specific extinguishing methods :  
Further information : This product is an aqueous mixture that will not burn. Dried product film will burn in a fire.

### SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures : Refer to protective measures listed in sections 7 and 8.  
Environmental precautions : No special environmental precautions required. Prevent product from entering drains.  
Methods and materials for containment and cleaning up : Soak up with inert absorbent material (e.g. sand, silica gel, acid binder, universal binder, sawdust).

### SECTION 7. HANDLING AND STORAGE

Advice on safe handling : No special precautions are needed in handling this material.  
Conditions for safe storage : Keep container closed when not in use. Keep in a dry, cool place.  
Materials to avoid : Do not freeze. No special restrictions on storage with other products.  
Storage temperature :  $\geq 40$  °F

### SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

#### Ingredients with workplace control parameters

Contains no substances with occupational exposure limit values.

#### Personal protective equipment

Respiratory protection : No personal respiratory protective equipment normally required. In case of insufficient ventilation, wear suitable respiratory equipment.

#### Hand protection

Material : Nitrile rubber  
Remarks : For prolonged or repeated contact use protective gloves.

Eye protection : Safety glasses



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## SAFETY DATA SHEET

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Revision Date 07/01/2016

Protective measures : No special protective equipment required.

### SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance : liquid  
Color : white  
Odor : sweet  
Odor Threshold : No data available  
pH : 4.0 - 6.0  
Melting point/freezing point : 32 °F  
Boiling point/boiling range : 212 °F  
Flash point : Not applicable  
Evaporation rate : not determined  
Flammability (solid, gas) : Not classified as a flammability hazard

Upper explosion limit : upper flammability limit  
not determined

Lower explosion limit : lower flammability limit  
not determined

Vapor pressure : not determined  
Relative vapor density : not determined  
Density : 8.900 - 9.100 lb/gal  
Solubility(ies)  
Water solubility : dispersible  
Partition coefficient: n-  
octanol/water : No data available  
Autoignition temperature : not determined

Viscosity  
Viscosity, dynamic : 125 - 1,125 cP  
Solid Content, % by weight : 54 - 56  
VOC, % by weight : 1.1

### SECTION 10. STABILITY AND REACTIVITY

Chemical stability : The product is chemically stable.

Possibility of hazardous  
reactions : Hazardous polymerization does not occur.

Hazardous decomposition  
products : Stable under normal conditions.

### SECTION 11. TOXICOLOGICAL INFORMATION





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**SAFETY DATA SHEET**

**ENVIROTACAW**  
**ALL WEATHER**

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Revision Date 07/01/2016

**Acute toxicity**

**Product:**

Acute oral toxicity : Acute toxicity estimate : > 5,000 mg/kg  
Method: Calculation method

Acute dermal toxicity : Acute toxicity estimate : > 5,000 mg/kg  
Method: Calculation method

**Skin corrosion/irritation**

No data available

**Serious eye damage/eye irritation**

No data available

**Respiratory or skin sensitization**

No data available

**Germ cell mutagenicity**

No data available

**Carcinogenicity**

No data available

**Reproductive toxicity**

No data available

**STOT-single exposure**

No data available

**STOT-repeated exposure**

No data available

**Aspiration toxicity**

No data available

---

**SECTION 12. ECOLOGICAL INFORMATION**

**Ecotoxicity**

No data available

**Persistence and degradability**

No data available

**Bioaccumulative potential**

**Mobility in soil**

No data available



78900 Avenue 47, Suite 106  
La Quinta, CA 92253  
Toll Free: (888) 674-9174  
Outside US: +1 (760) 777-8035  
Email: info@envirotac.com  
www.envirotac.com

**SAFETY DATA SHEET**



**Envirotac AW (All Weather)®**

Revision Date 07/01/2016

**Other adverse effects**

No data available

**SECTION 13. DISPOSAL CONSIDERATIONS**

**Disposal methods**

Waste from residues : To the best of our knowledge, this product does not meet the definition of hazardous waste under the U.S. EPA Hazardous Waste Regulations 40 CFR 261. Solidify and dispose of in an approved landfill. Consult state, local or provincial authorities for more restrictive requirements.  
The hazard and precautionary statements displayed on the label also apply to any residues left in the container.

**SECTION 14. TRANSPORT INFORMATION**

**Special precautions for user**

Remarks : Not dangerous goods

**Domestic regulation**

**International Regulation**

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code

Not applicable for product as supplied.

**SECTION 15. REGULATORY INFORMATION**

**SARA 311/312 Hazards** : Acute Health Hazard

**SARA 302** : SARA 302: No chemicals in this material are subject to the reporting requirements of SARA Title III, Section 302.

**SARA 313** : SARA 313: This material does not contain any chemical components with known CAS numbers that exceed the threshold (De Minimis) report

**Clean Air Act**

This product does not contain any hazardous air pollutants (HAP), as defined by the U.S. Clean Air Act Section 12 (40 CFR 61).



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**SAFETY DATA SHEET**



**Envirotac AW (All Weather)®**

Revision Date 07/01/2016

**US State Regulations**

**California Prop 65**

This product does not contain any chemicals known to the State of California to cause cancer, birth, or any other reproductive defects.

**The ingredients of this product are reported in the following inventories:**

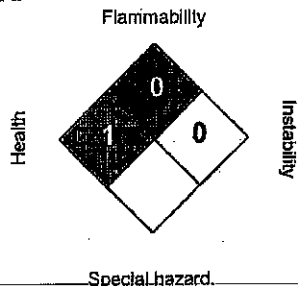
- TSCA** On TSCA Inventory
  - DSL** All components of this product are on the Canadian DSL.
  - REACH** Not in compliance with the inventory
  - AICS** On the inventory, or in compliance with the inventory
  - NZIoC** Not in compliance with the inventory
  - ENCS** Not in compliance with the inventory
  - KECI** Not in compliance with the inventory
  - PICCS** Not in compliance with the inventory
  - IECSC** On the inventory, or in compliance with the inventory
  - TWINV** Not in compliance with the inventory
- Inventories Legend** TSCA (USA), DSL (Canada), REACH (Europe), AICS (Australia), NZIoC (New Zealand), ENCS (Japan), KECI (Korea), PICCS (Philippines), IECSC (China), TWINV (Taiwan)

**SECTION 16. OTHER INFORMATION**

Prepared by: Global Regulatory Department - phone: 1-760-779-1814 - email: info@envirotac.com

**Further information**

**NFPA:**



**HMIS III:**

<b>HEALTH</b>	<b>1</b>
<b>FLAMMABILITY</b>	<b>0</b>
<b>PHYSICAL HAZARD</b>	<b>0</b>

0 = not significant, 1 = Slight,  
 2 = Moderate, 3 = High  
 4 = Extreme, \* = Chronic

The information and recommendations set forth herein are believed to be accurate. Because some of the information is derived from information provided to EP&A Envirotac, Inc. from its suppliers, and because EP&A Envirotac, Inc. has no control over the conditions of handling and use, EP&A Envirotac, Inc. makes no warranty, expressed or implied, regarding the accuracy of the data or the results to be obtained from the use thereof. The information is supplied solely for your information and consideration, and EP&A Envirotac, Inc.



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[www.envirotac.com](http://www.envirotac.com)

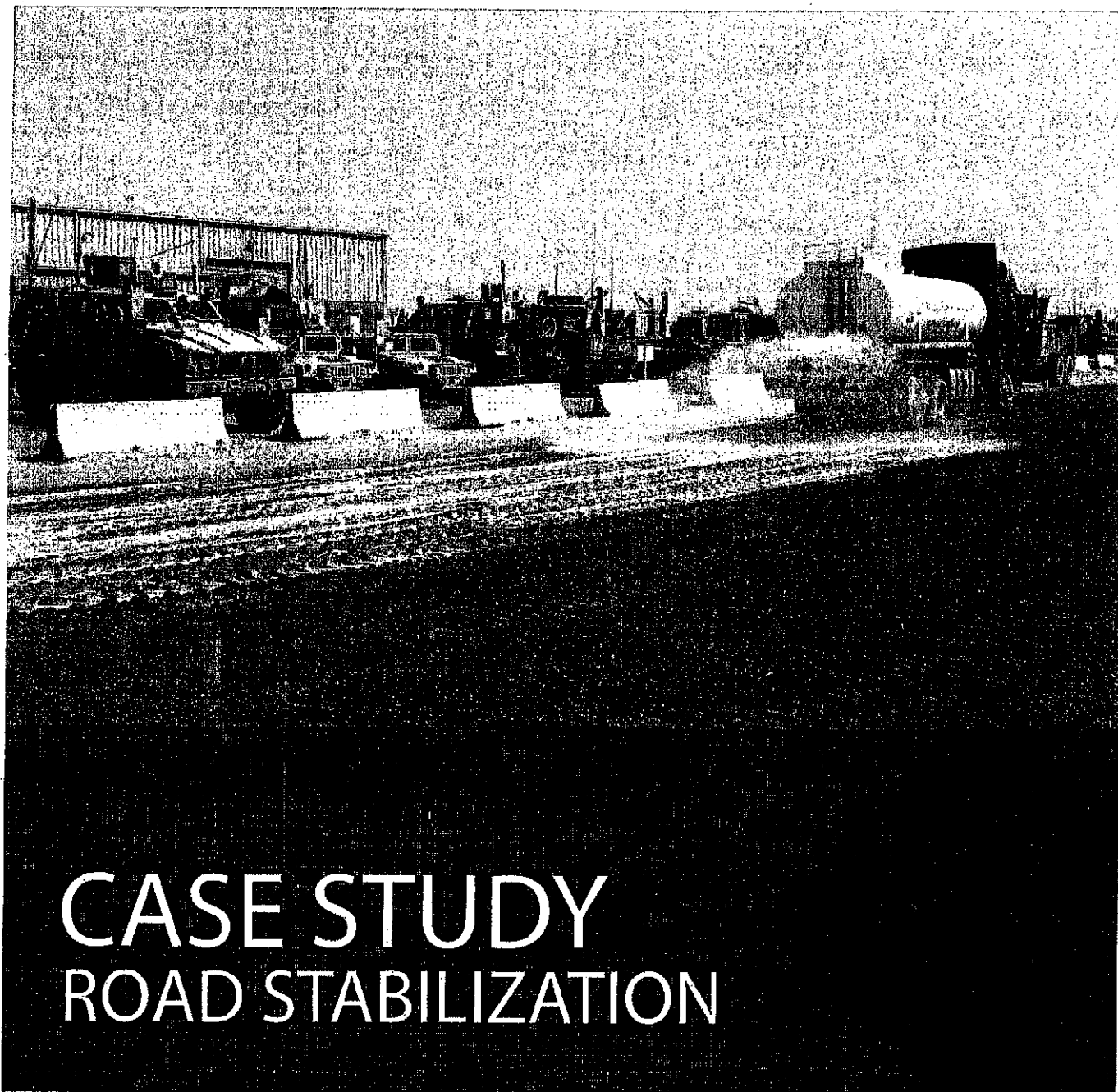
SAFETY DATA SHEET

**ENVIROTACAW**  
**ALL WEATHER**

**Envirotac AW (All Weather)®**

Revision Date 07/01/2016

Company assumes no responsibility for use or reliance thereon. It is the responsibility of the user of EP&A Envirotac, Inc. products to comply with all applicable federal, state and local laws and regulations.



# CASE STUDY

## ROAD STABILIZATION

---

US Military Base in the Middle East

Envirotac has been the United States Military's preferred soil stabilization chemical, whether it be in the United States or throughout the globe.



[www.envirotac.com](http://www.envirotac.com)

# Envirotac has been used for roads throughout the World.

We pioneered the industry in regards to using polymers for soil stabilization. The United States Military has used our Envirotac line of soil stabilizing products for years. Whether it be stabilizing in-situ soils for supply roads, helicopter pads, even runways for heavy cargo planes, Envirotac has been the preferred method. Envirotac polymers have been used on Mine Haul roads in Chile, RM roads in Canada, Plantations in Malaysia, and numerous places around the globe. If Soil Stabilization is required, you can count on the Envirotac line of polymers to perform.



Envirotac treating a village road in Asia.

Environmental Products and Applications has been in the Soil Stabilization / Dust Control industry for over 27 years. Our revolutionary line of Envirotac polymers combined with our certified experts can develop and plan measures to control fugitive dust on any site. Our Envirotac line of polymers are environmentally compliant and are made with no VOC's.

**Performance:** The Envirotac line of polymers, when applied will penetrate into the soil. Upon curing it will bond the soil particles with a nano polymerized grid. This will laminate the soil particles in place, yet have tensile strength to avoid fracturing. The treated area becomes very

resilient to wear & our unique elasticity ensures the road will survive the onslaught of vehicular traffic, rain, snow & various conditions that can wear down a road. The product is non hazardous, dries odorless, & transparent. It easy to use & can be applied out of anything that sprays water.





### Overview

Envirotac is a cost effective way to treat native soils so they will be able to support heavy traffic. Polymer modified soils technologies are being recognized for their strength gains, affordability, and ease of use; and Envirotac is leading the way.

## Sub-Base Stabilization

Envirotac can be used in place of gravel or fly ash to stabilize sub-bases for asphalt. A sub-base treated with Envirotac will easily present the strength gains needed for pavement with no need to import rock.

## Pad Stabilization

Envirotac can be used to treat native soil to create pads that will be strong and durable enough to withstand heavy traffic. Lime or Portland Cement will not be needed to create pads that will support heavy machinery.

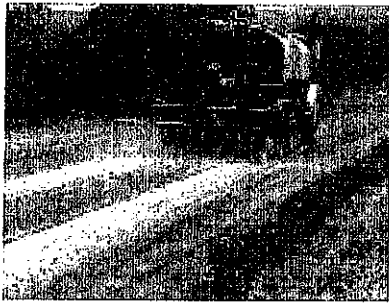


## Not Washed out by Rain

Areas treated by Envirotac will reduce the permeability of the treated soil. So even in heavy rains Envirotac will not leach out but rather stay firmly adhered to the soil structure.

## Parking Lots

Envirotac is an effective method to create parking lots out of native soil. Dyes can be added to the Envirotac to give the look of asphalt. Areas treated with Envirotac can even be striped, making lane lines and other markings.





# Advantages of using Envirotac

Envirotac presents many advantages over traditional methods on a jobsite. It will save money, increase safety, added conservation with no environmental impact, control sediment, reduce maintenance, increase the load bearing strength of soils and save time throughout the project. With 27 years of experience we can format a dust control plan for any job. We have strong references and guarantee the best price, most efficient products, and the industry leading professionalism. Feel free to contact any of our qualified technicians and we will be happy to answer any questions.



**Save Money:** Envirotac roads are cheaper than gravel, bitumen, and asphalt roads. It more affordable than constantly maintaining dirt roads. An Envirotac stabilized road will prevent premature wear on vehicles and tires as well.



**Safety:** Stabilizing roads is a must when concerning safety. A poor sub-base can cause vehicles to malfunction and even lose control. Treating a road with Envirotac will not deteriorate the traction of the road, although in many cases it will increase it.



**Environmentally Friendly:** Our Envirotac line of polymers are manufactured with the Environment in mind. They are safe to treat soils with and will not harm humans, wildlife, or vegetation. Also Envirotac greatly reduces the amount of water used to control a site.



**Maintenance:** A smooth road that maintains it's grade presents less stress on a vehicle. After an application of Envirotac you will not need to constantly regrade the road as Envirotac will keep soils in place and prevent wash-boarding, potholes, and rutting.



**Reduce Man Hours:** Envirotac will increase load bearing PSI on all soils. We have lab results where we have increased CBR over 650%. If any soil is in question send it to our in-house lab and we can test it.



**Time:** Envirotac is easy to apply and saves time when compared to traditional methods of paving roads. One crew can easily treat a mile of road for stabilization.

# ENVIROTAC II

# ENVIROTAC SC SUPER CONCENTRATE

# ENVIROTAC AW ALL WEATHER

Distributed By:

Phone

Office: 760-777-8035

Fax: 760-771-9137

Email & Web

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[www.envirotac.com](http://www.envirotac.com)

Address

78900 Avenue 47, Suite 106

La Quinta, CA 92253



BSK Project Name: Advanced Soil Technology  
 BSK Project No.: C10-397-10B  
 BSK Lab No.: B11-28

Report Date: 2-1-11  
 Sample Date: 11-2-10  
 Date Tested: 1-3-11

**COMPRESSIVE STRENGTH TEST RESULTS**

Location: Lost Hills

Envirotac 11 Content by Dry Weight of Soil	1-Day Load (lbs.)	2-Day Strength (psi)	3Day Load (lbs.)	7-Day Strength (psi)	7-Day Load (lbs.)	7-Day Strength (psi)	7-Day Average Strength (psi)
1%				x	2736	605	614
					2839	628	
					2752	609	
2%				x	3106	687	732
					3540	783	
					3288	727	

Note:

Reviewed by: 



## Gradation Analysis

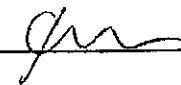
CTM 202   
  D422   
  T88   
  T27   
  T30   
  C135

**Project Name:** Advanced Soil Technology Lab Testing  
**Project Number:** C10-397-60B  
**Lab Tracking ID:** B11-28  
**Sample Location:** Lost Hills  
**Sample Source:** Lost Hills  
**Sampled By:** Kenny & Hank of Advanced Soil Technology

**Sample Date:** 11/2/2010  
**Test Date:** 11/5/2010  
**Report Date:** 12/28/2010  
  
**Client ID:** \_\_\_\_\_  
**Tested By:** R. Donasco

A. Total Wt of Sample (g):		404.8		Fine Wt. Before 200 Wash(g):				% Coarse (B/A):	
B. Total Weight of Coarse (g):				Fine Wt. After 200 Wash (g):				% Fine (C/A):	
C. Total Weight of Fine (g):									
Sieve Size	Sieve Size (mm)	WT. RETAINED		% RETAINED		Passing	Combined % Passing		
		Ind.	Cumulative	Ind.	Cumulative				
3"	75mm								
2 1/2"	63mm								
2"	50mm								
1 1/2"	37.5mm								
1"	25mm								
3/4"	19mm								
1/2"	12.5mm								
3/8"	9.5mm		0.0		0.0		100		
#4	4.75mm		0.6		0.1		100		
#8	2.36mm		1.6		0.4		100		
#10	2.00mm								
#16	1.18mm		5.7		1.4		99		
#20	850µm								
#30	600µm		16.7		4.1		96		
#40	425µm								
#50	300µm		46.7		11.5		89		
#80	180µm								
#100	150µm		115.0		28.4		72		
#200	75µm		170.9		42.2		57.8		
PAN									
WASH									

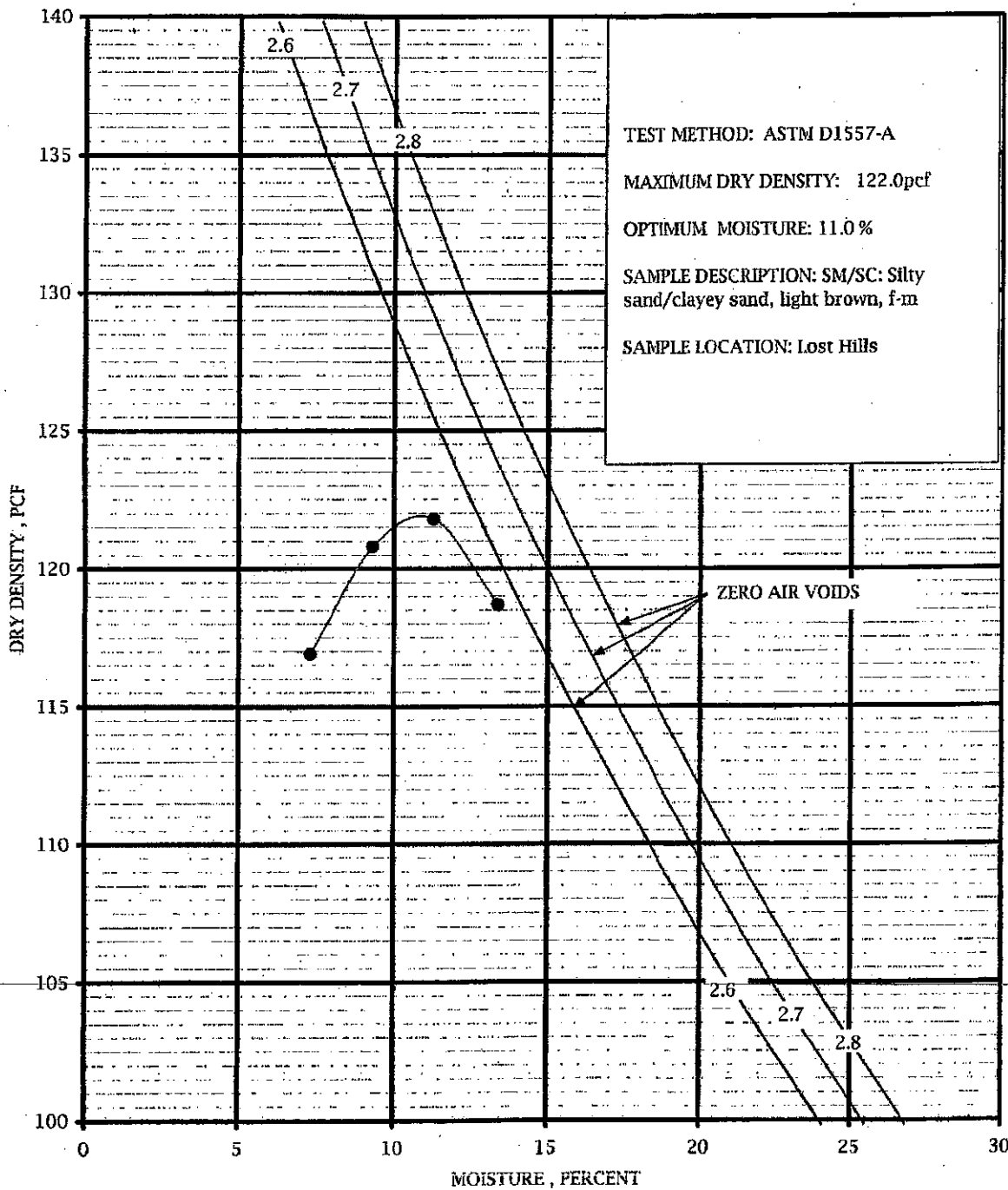
Remarks: \_\_\_\_\_

Reviewed By: 

Approved By: 

BSK Project: Advanced Soil Technology Lab Testing  
BSK Project No.: C10-397-60B  
Sampled by: Kenny Hank of Advanced Soil Technology

Sample Date: 11/2/10  
Test Date: 11/3/10  
BSK Lab No.: B11-28



BSK Project Name: Advanced Soil Technology  
 BSK Project No.: C10-397-10B  
 BSK Lab No.: B11-28

Report Date: 2-1-11  
 Sample Date: 11-2-10  
 Date Tested: 1-10-11

**COMPRESSIVE STRENGTH TEST RESULTS**

Location: Rio Bravo

Envirotac 11 Content by Dry Weight of Soil	1-Day Load (lbs.)	2-Day Strength (psi)	3Day Load (lbs.)	7-Day Strength (psi)	7-Day Load (lbs.)	7-Day Strength (psi)	7-Day Average Strength (psi)
1%				x	2562	567	561
					2534	561	
					2502	554	
2%				x	2893	640	626
					2855	632	
					2743	607	

Note:

Reviewed by : 



## Gradation Analysis

CTM 202   
  D422   
  T88   
  T27   
  T30   
  C136

**Project Name:** Advanced Soil Technology Lab Testing  
**Project Number:** C10-397-60B  
**Lab Tracking ID:** B11-28  
**Sample Location:** Rio Bravo  
**Sample Source:** Rio Bravo  
**Sampled By:** Kenny & Hank of Advanced Soil Technology

**Sample Date:** 11/2/2010  
**Test Date:** 11/5/2010  
**Report Date:** 12/28/2010  
  
**Client ID:** \_\_\_\_\_  
**Tested By:** R. Donasco

A. Total Wt of Sample (g):		1173.6		Fine Wt. Before 200 Wash(g):				% Coarse (B/A):	
B. Total Weight of Coarse (g):				Fine Wt. After 200 Wash (g):				% Fine(C/A):	
C. Total Weight of Fine (g):									
Sieve Size	Sieve Size (mm)	WT. RETAINED		% RETAINED		Passing	Combined % Passing		
		Ind.	Cumulative	Ind.	Cumulative				
3"	75mm								
2 1/2"	63mm								
2"	50mm								
1 1/2"	37.5mm								
1"	25mm								
3/4"	19mm		0.0		0.0		100		
1/2"	12.5mm		18.3		1.6		98		
3/8"	9.5mm		26.6		2.3		98		
#4	4.75mm		61.3		5.2		95		
#8	2.36mm		110.9		9.4		91		
#10	2.00mm								
#16	1.18mm		224.3		19.1		81		
#20	850µm								
#30	600µm		375.2		32.0		68		
#40	425µm								
#50	300µm		505.1		43.0		57		
#80	180µm								
#100	150µm		618.7		52.7		47		
#200	75µm		695.1		59.2		40.8		
PAN									
WASH									

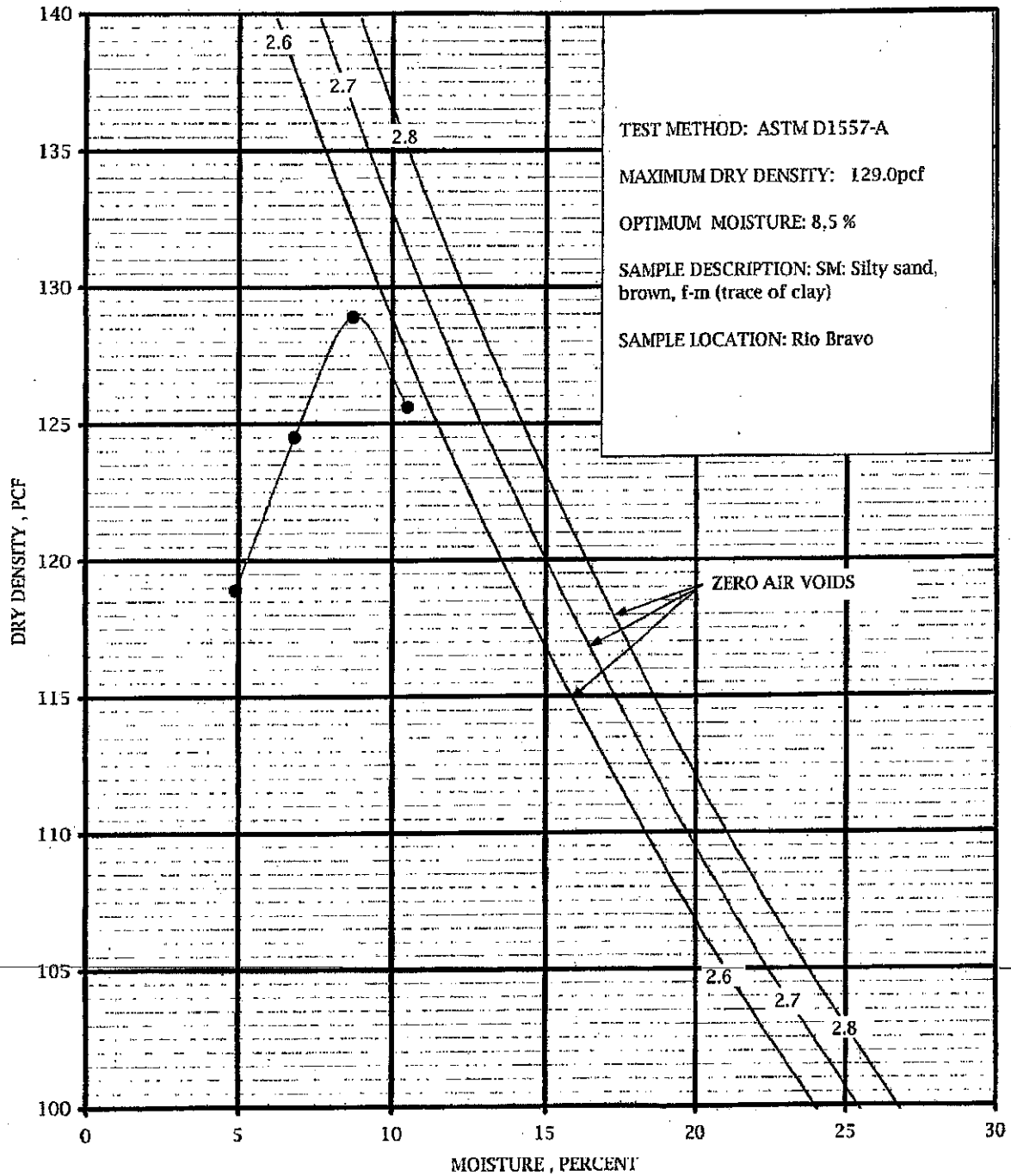
Remarks: \_\_\_\_\_

Reviewed By:

Approved By:

BSK Project: Advanced Soil Technology Lab Testing  
BSK Project No.: C10-397-60B  
Sampled by: Kenny Hank of Advanced Soil Technology

Sample Date: 11/2/10  
Test Date: 11/4/10  
BSK Lab No.: B11-28





BSK Project Name: Advanced Soil Technology  
 BSK Project No.: C10-397-10B  
 BSK Lab No.: B11-28

Report Date: 2-1-11  
 Sample Date: 11-2-10  
 Date Tested: 1-12-11

COMPRESSIVE STRENGTH TEST RESULTS

Location: Belridge

Enviroloc II Content by Dry Weight of Soil	1-Day Load (lbs.)	2-Day Strength (psi)	3Day Load (lbs.)	7-Day Strength (psi)	7-Day Load (lbs.)	7-Day Strength (psi)	7-Day Average Strength (psi)
1%				x	1567	347	338
					1534	339	
					1488	329	
2%				x	1968	435	459
					2045	452	
					2219	491	

Note:

Reviewed by: 



## Gradation Analysis

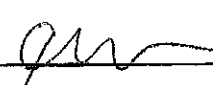
CTM 202   
  D422   
  T88   
  T27   
  T30   
  C136

**Project Name:** Advanced Soil Technology Lab Testing  
**Project Number:** C10-397-60B  
**Lab Tracking ID:** B11-28  
**Sample Location:** Belridge  
**Sample Source:** Belridge  
**Sampled By:** Kenny & Hank of Advanced Soil Technology

**Sample Date:** 11/2/2010  
**Test Date:** 11/4/2010  
**Report Date:** 12/28/2010  
  
**Client ID:** \_\_\_\_\_  
**Tested By:** R. Donasco

A. Total Wt of Sample (g):		1158.8		Fine Wt. Before 200 Wash(g):			% Coarse (B/A):	
B. Total Weight of Coarse (g):			Fine Wt. After 200 Wash (g):			% Fine(C/A):		
C. Total Weight of Fine (g):								
Sieve Size	Sieve Size (mm)	WT. RETAINED		% RETAINED		Passing	Combined % Passing	
		Ind.	Cumulative	Ind.	Cumulative			
3"	75mm							
2 1/2"	63mm							
2"	50mm							
1 1/2"	37.5mm							
1"	25mm		0.0		0.0		100	
3/4"	19mm		9.8		0.8		99	
1/2"	12.5mm		20.8		1.8		98	
3/8"	9.5mm		25.5		2.2		98	
#4	4.75mm		41.2		3.6		96	
#8	2.36mm		54.9		4.7		95	
#10	2.00mm							
#16	1.18mm		73.4		6.3		94	
#20	850µm							
#30	600µm		102.9		8.9		91	
#40	425µm							
#50	300µm		203.1		17.5		83	
#80	180µm							
#100	150µm		510.4		44.0		56	
#200	75µm		674.7		58.2		41.8	
PAN								
WASH								

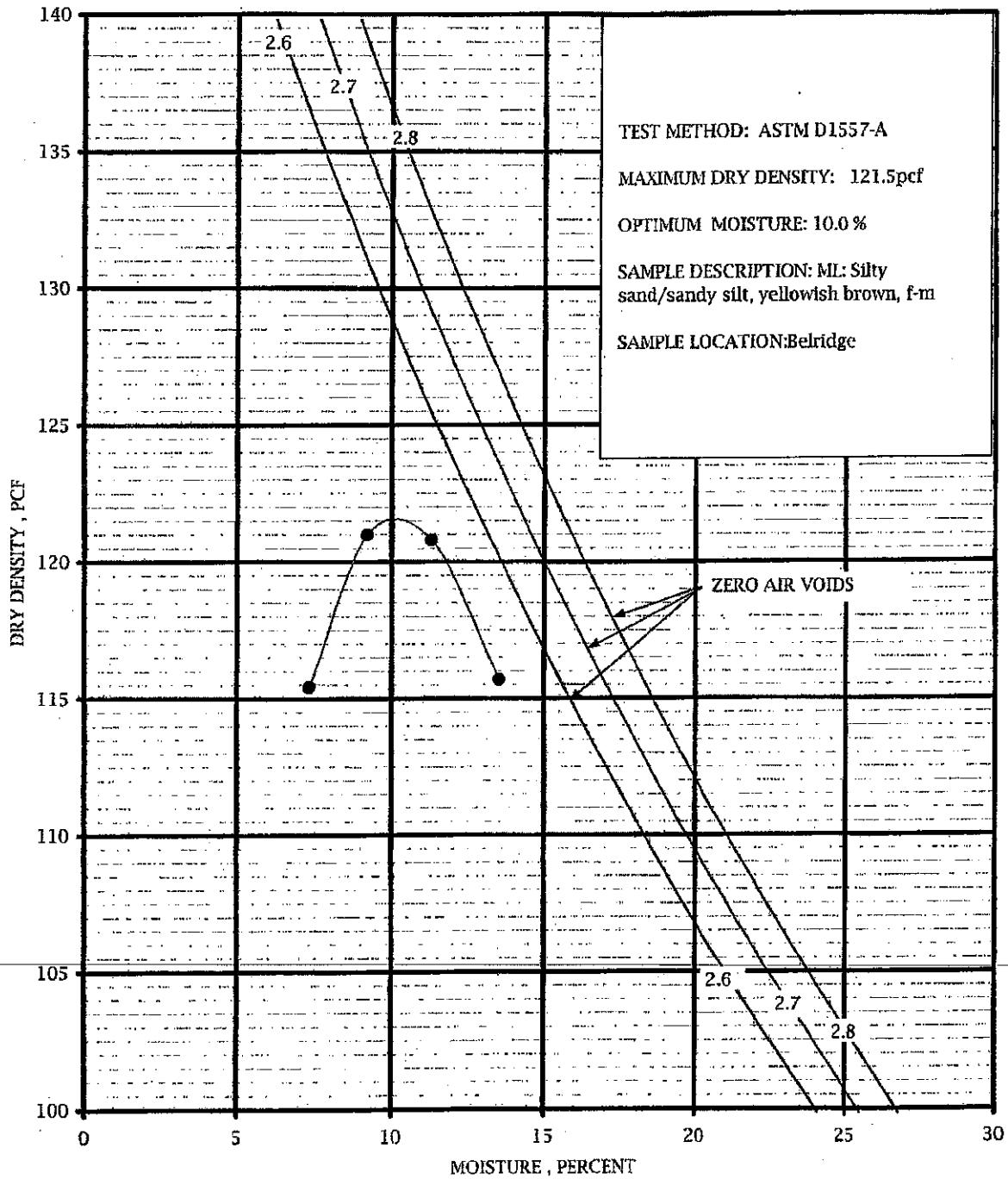
Remarks: \_\_\_\_\_

Reviewed By: 

Approved By: 

BSK Project: Advanced Soil Technology Lab Testing  
BSK Project No.: C10-397-60B  
Sampled by: Kenny Hank of Advanced Soil Technology

Sample Date: 11/2/10  
Test Date: 11/3/10  
BSK Lab No.: B11-28



BSK Project Name: Advanced Soil Technology  
 BSK Project No.: C10-397-10B  
 BSK Lab No.: B11-28

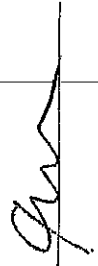
Report Date: 2-1-11  
 Sample Date: 11-2-10  
 Date Tested: 1-14-11

COMPRESSIVE STRENGTH TEST RESULTS

Location: Midway Sunset -- Taft Area

Envirotac 11 Content by Dry Weight of Soil	1-Day Load (lbs.)	2-Day Strength (psi)	3Day Load (lbs.)	7-Day Strength (psi)	7-Day Load (lbs.)	7-Day Strength (psi)	7-Day Average Strength (psi)
1%					972	215	238
				x	1105	244	
					1146	254	
2%							272
					1243	275	
				x	1175	260	
					1261	280	

Note:

Reviewed by : 



## Gradation Analysis

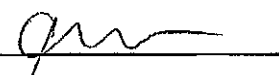
CTM 202   
  D422   
  T88   
  T27   
  T30   
  C136

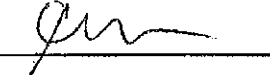
**Project Name:** Advanced Soil Technology Lab Testing  
**Project Number:** C10-397-60B  
**Lab Tracking ID:** B1-28  
**Sample Location:** Midway Sunset-Taft Area  
**Sample Source:** Midway Sunset-Taft Area  
**Sampled By:** Kenny & Hank of Advanced Soil Technology

**Sample Date:** 11/2/2010  
**Test Date:** 11/4/2010  
**Report Date:** 12/28/2010  
**Client ID:** \_\_\_\_\_  
**Tested By:** R. Donasco

A. Total Wt of Sample (g):		1231.2		Fine Wt. Before 200 Wash(g):				% Coarse (B/A):
B. Total Weight of Coarse (g):				Fine Wt. After 200 Wash (g):				% Fine(C/A):
C. Total Weight of Fine (g):								
Sieve Size	Sieve Size (mm)	WT. RETAINED		% RETAINED		Passing	Combined % Passing	
		Ind.	Cumulative	Ind.	Cumulative			
3"	75mm							
2 1/2"	63mm							
2"	50mm							
1 1/2"	37.5mm							
1"	25mm		0.0		0.0		100	
3/4"	19mm		0.0		0.0		100	
1/2"	12.5mm		7.4		0.6		99	
3/8"	9.5mm		28.4		2.3		98	
#4	4.75mm		49.3		4.0		96	
#8	2.36mm		70.4		5.7		94	
#10	2.00mm							
#16	1.18mm		103.1		8.4		92	
#20	850µm							
#30	600µm		196.3		15.9		84	
#40	425µm							
#50	300µm		461.4		37.5		63	
#80	180µm							
#100	150µm		709.4		57.6		42	
#200	75µm		790.9		64.2		35.8	
PAN								
WASH								

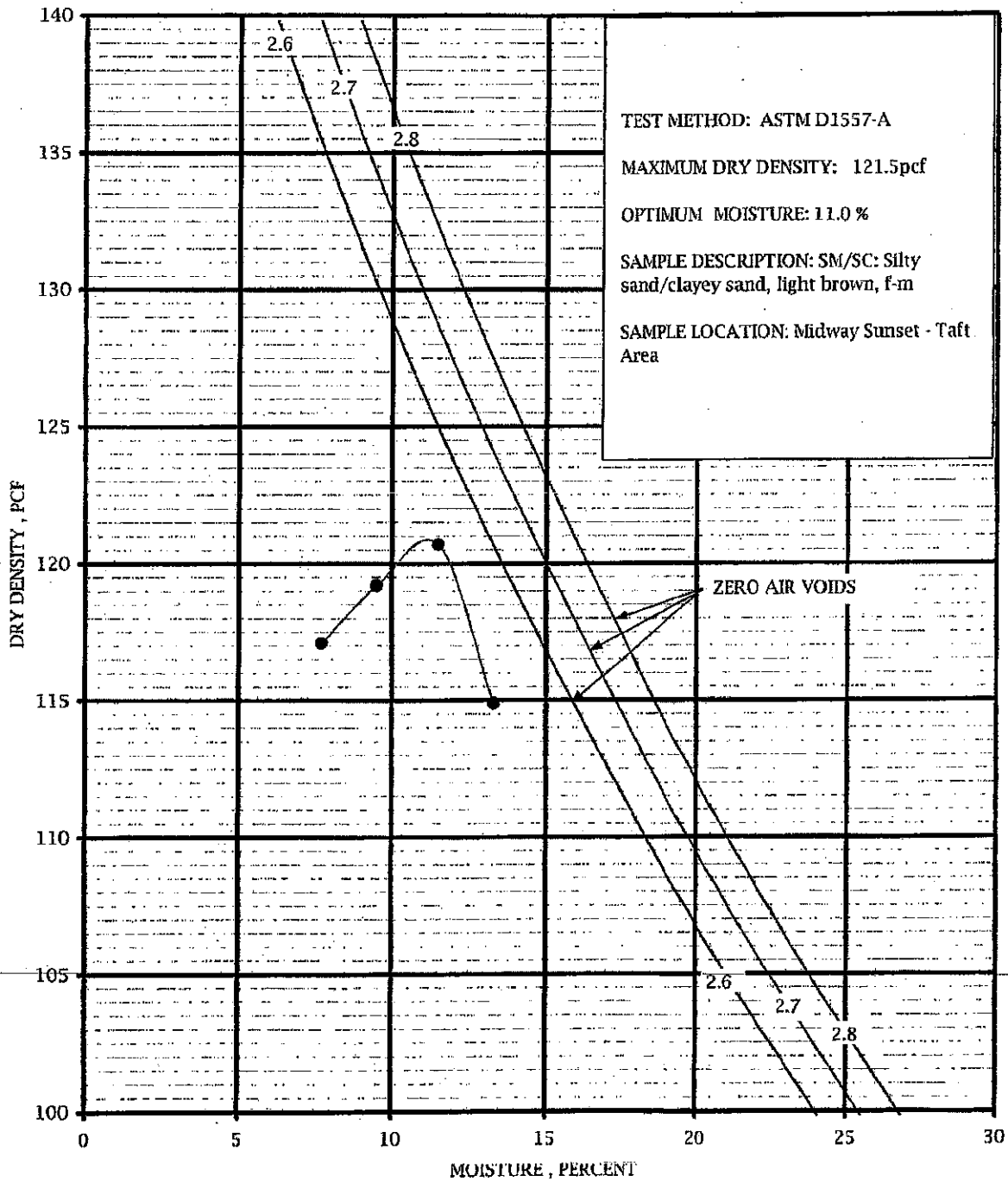
Remarks: \_\_\_\_\_

Reviewed By: 

Approved By: 

BSK Project: Advanced Soil Technology Lab Testing  
BSK Project No.: C10-397-60B  
Sampled by: Kenny Hank of Advanced Soil Technology

Sample Date: 11/2/10  
Test Date: 11/3/10  
BSK Lab No.: B11-28





## HWA GEOSCIENCES INC.

*Geotechnical & Pavement Engineering • Hydrogeology • Geoenvironmental • Inspection & Testing*

October 2, 2013  
HWA Project No. 2012-125-23 Task 300

### **Pacific Inter-Mountain Distribution LLC**

468 Ash Road, Unit F  
Kalispell, Montana 59901

Attention: Mr. Bill Krippaehne

Subject: **MATERIALS LABORATORY REPORT**  
**TRI-MET: SOIL/ENVIROTAC II TESTING**

Dear Mr. Krippaehne:

As requested, HWA GeoSciences Inc. (HWA) performed laboratory testing to assess the effect of amendment with Envirotac II on soils supplied by Tri-Met of Oregon. Herein we present the results of our laboratory analyses, which are summarized on the attached tables and figures. The laboratory testing program was performed in general accordance with the procedures discussed between representatives of Pacific Inter-Mountain Distribution LLC and HWA GeoSciences. Testing utilized the appropriate ASTM Standards and procedures as outlined below.

#### **TESTING PROGRAM**

The program consisted of soil characterization, soil amendment with Envirotac II and the preparation of test specimens; and determining the California Bearing Ratio (CBR) and Unconfined Compressive Strength of Soils amended with Envirotac II.

**Soil Characterization:** The soils utilized for this testing program were designated as AG-1 soils and are considered to be representative of typical soil types found in those areas under consideration for stabilization by Tri-Met. Testing consisted of moisture content (ASTM D2216), particle size analysis (wet sieve per ASTM D422), and moisture-density relationship determination (Proctor-per ASTM D698) for the soil materials. The results are summarized in Table 1 below and are shown on Figures 1 and 2.

21312 30th Drive SE  
Suite 110  
Bothell, WA 98021.7010

Tel: 425.774.0106  
Fax: 425.774.2714  
[www.hwageo.com](http://www.hwageo.com)

**TABLE 1 SUMMARY OF SOIL CHARACTERISTICS**

Sample Designation	USC	Gravel Content (%)	Sand Content (%)	Fines Content (%)	Optimum Moisture Content (%)	Maximum Dry Density (pcf)
AG-1	SM	22.3	63.7	14.0	10.2	135.2

**Envirotac II Characterization:** We have determined that the Envirotac II liquid supplied for our use during testing contained 36 percent dry solids by total weight.

**Sample Preparation:** Soils at the as-received moisture content of 4.5% were mixed with undiluted Envirotac II at a rate of 2 percent by weight of dry soil. No additional water was needed to attain optimum moisture content. A pair of soil specimens (AG-1a & 1b) were compacted with 100% standard Proctor effort per ASTM D 698 (Standard Proctor) for unconfined compressive strength testing. Samples were remolded in 4-inch diameter split-sleeve proctor molds in 3 lifts, 25 blows per lift, by a 5.5 lb hammer with 12-inch drop. Specimens were removed from the molds and allowed to cure for a period of 3 to 7 days at 80° F to simulate summer conditions prior to strength testing. One CBR specimen (AG-1c) was compacted to about 100% of the laboratory maximum Standard Proctor effort. The specimen was cured for 3 days within the mold at standard laboratory temperature and then soaked in water for 4 days without surcharge prior to loading. The sample remolding parameters are summarized in Table 2 below.

**TABLE 2 REMOLDING PARAMETERS FOR AMENDED SOIL TEST SPECIMENS**

Specimen Designation	Optimum Moisture Content (%)	Actual Moisture Content (%)	Wet Density (pcf)	Dry Density (pcf)
AG-1a	10.2	9.9	144.8	131.8
AG-1b	10.2	9.9	145.6	132.5
AG-1c	10.2	10.1	146.0	132.6



**UNCONFINED COMPRESSIVE STRENGTH TESTING**

After preparation and curing the test specimens AG-1a and AG-1b were tested using method ASTM D 1633. The samples were tested to determine the unconfined compressive strength using a concrete breaking machine. The total load determined in this way was corrected for the length to diameter ratio of the specimens of 1.15 by multiplying by a factor of 0.906 (per ASTM C 42). The moisture content of the sample was determined by oven drying the sample after strength testing was complete. The results are reported on Table 3 below.

**TABLE 3 UNCONFINED COMPRESSIVE STRENGTH OF ENVIROTAC II TREATED SOIL**

<b>Specimen Designation</b>	<b>Moisture Content At Time of Testing</b>	<b>Dry Unit Weight (pcf)</b>	<b>Cure Time (days)</b>	<b>Unconfined Compressive Strength (psi)</b>
AG-1a	1.9%	132.7	3	490
AG-1b	1.6%	133.8	7	716

**CBR (CALIFORNIA BEARING RATIO) OF LABORATORY COMPACTED SOILS**

Sample AG-1c was tested in general accordance with method ASTM D 1883. The test results are summarized on the attached CBR of Laboratory Compacted Soils report shown on Figure 3 and Table 4 below.

**TABLE 4 CALIFORNIA BEARING RATIO FOR ENVIROTAC II TREATED SOIL**

<b>Specimen Designation</b>	<b>Moisture Content After Compaction</b>	<b>Moisture Content At Time of Testing</b>	<b>Percent Swell</b>	<b>California Bearing Ratio CBR</b>
AG-1c	10.1%	12.8%	-0.4%	30.6

**CONCLUSIONS**

Soil specimens amended with 2% Envirotac II by weight of dry soil that were compacted with maximum Standard Proctor effort attained relatively high unconfined compressive strength ranging from 540 to 790 psi when cured at 80° F for 3 and 7 days, respectively. CBR testing on a remolded sample amended with 2% Envirotac II yielded a CBR value of 30.6 for a specimen cured for 3 days within the CBR mold at standard laboratory temperature prior to soaking for 96 hours. The CBR sample did not exhibit significant swell during soaking, in fact the specimen shrank slightly.



October 2, 2013  
HWA Project No. 2012-125-23 Task 300

**CLOSURE:** Experience has shown that laboratory test values for soils, aggregates and other natural materials vary with each representative sample. HWA also makes no warranty as to how representative either the sample tested or the test results obtained are to actual field conditions

No copy should be made of this report except in its entirety.

We appreciate the opportunity to provide laboratory testing services on this project. Should you have any questions or comments, or if we may be of further service, please call.

Sincerely,

**HWA GEOSCIENCES INC.**



Steven E. Greene, L.G., L.E.G.  
Vice President

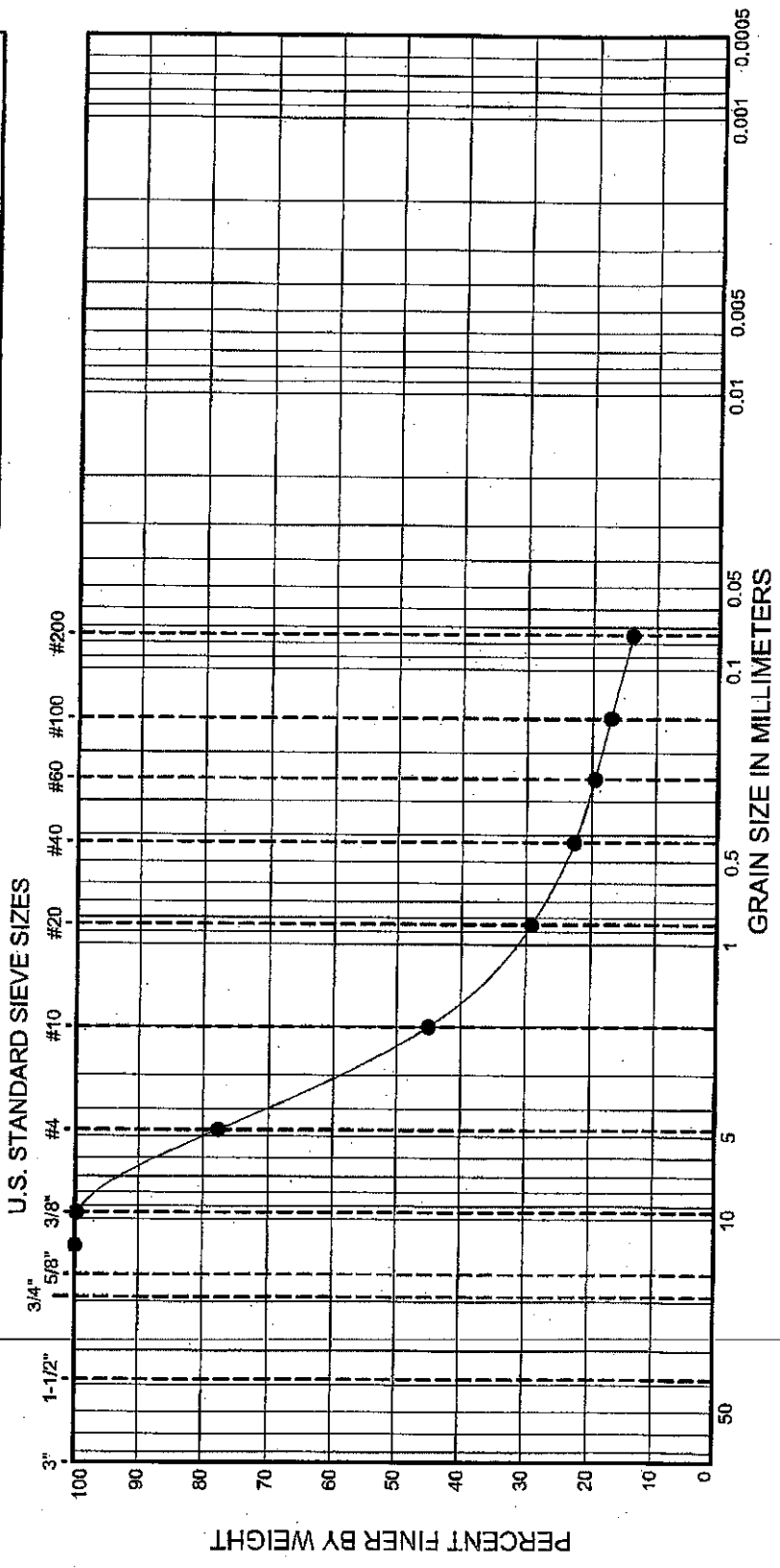


Ashley Crane  
Lab Supervisor

**Attachments:**

- |          |   |
|----------|---|
| Figure 1 | Particle Size Analysis of Soils                       |
| Figure 2 | Laboratory Compaction Characteristics of Soils        |
| Figure 3 | CBR (California Bearing Ratio) of Lab Compacted Soils |

GRAVEL		SAND			SILT	CLAY
Coarse	Fine	Coarse	Medium	Fine		



SYMBOL	SAMPLE	DEPTH (ft)	CLASSIFICATION OF SOIL- ASTM D2487 Group Symbol and Name	% MC	LL	PL	PI	Gravel %	Sand %	Fines %
①	AG-1		(SM) Dark olive brown, silty SAND with gravel	5				22.3	63.7	14.0

**PARTICLE-SIZE ANALYSIS  
OF SOILS  
METHOD ASTM D422**

Tri-Met: Envirotac II Testing



LABORATORY COMPACTION CHARACTERISTICS OF SOIL



HWA GEOSCIENCES INC.

CLIENT: Pacific Inter-Mountain Distribution LLC

PROJECT: Tri-Met: Envirotac II Testing

SAMPLE ID: AG-1

PROJECT NO: 2012-125 T300

Sampled By: Client

Tested By: AC

Date Sampled: Unknown

Date Received: 9/11/2013

Date Tested: 9/13/2013

MATERIAL TYPE OR DESCRIPTION:

Dark olive brown, silty SAND with gravel (SM)

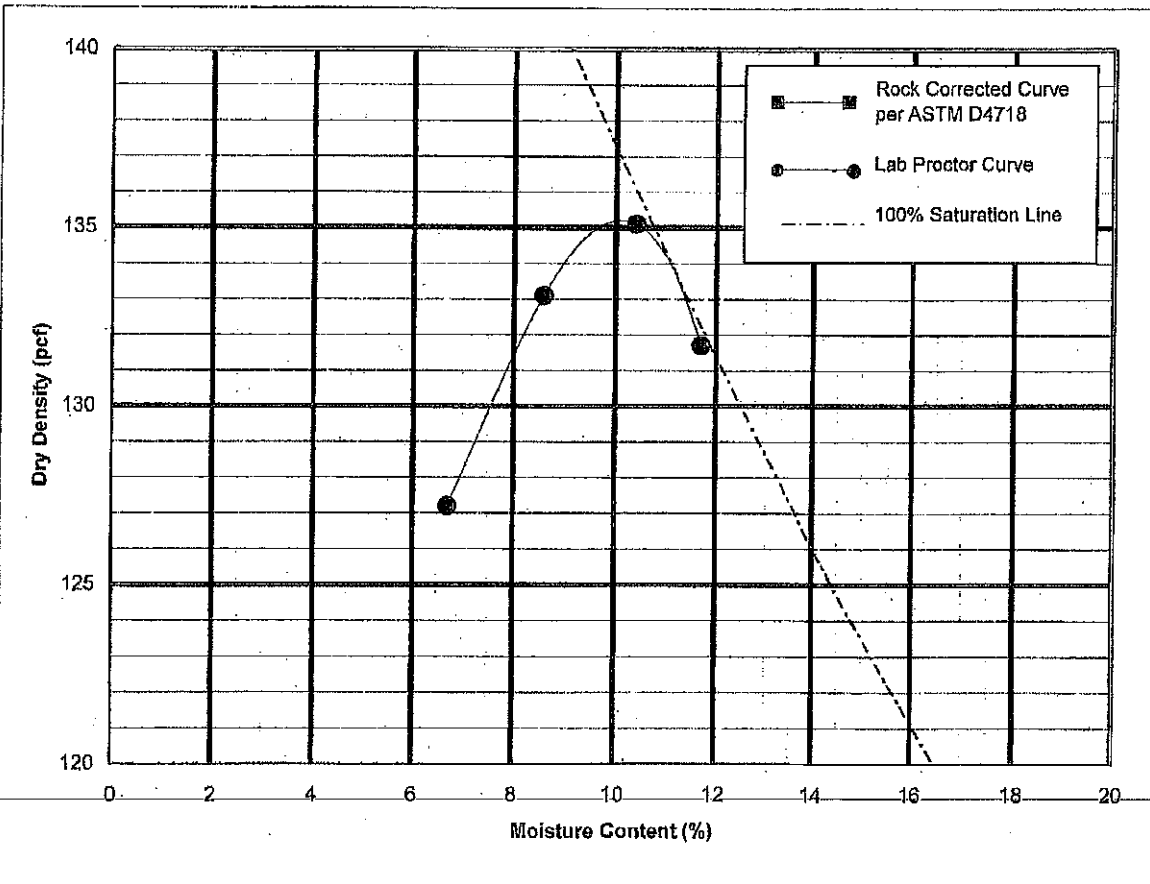
MATERIAL SOURCE, SAMPLE LOCATION AND DEPTH:

Sampled by Client

Designation:  ASTM D 698       ASTM D 1557      Natural Moisture Content: 4.5 %  
 Method:     A       B       C      Oversize: 0.3 % retained on: 3/8 in.  
 Preparation:  Dry       Moist      Rammer:  Auto       Manual      Assumed S.G.: 2.82

Test Data

Dry Density (pcf)	127.2	133.1	135.1	131.7
Moisture Content (%)	6.7	8.6	10.4	11.7



Data Summary*	
Percent Oversize	<u>&lt;5%</u>
Max. Dry Density (pcf)*	<u>135.2</u>
Optimum Moisture (%)*	<u>10.2</u>

Test Values At Other Oversize Percentages							
0.0%	5.0%	10.0%	15.0%	20.0%	25.0%	30.0%	
135.2	136.8	138.4	140.1	141.8	143.5	145.3	
10.2	9.7	9.3	8.8	8.4	7.9	7.4	

\*values corrected for oversize material per ASTM D4718, using assumed Specific Gravity shown and oversize moisture content of 1%

Reviewed By: [Signature]      **FIGURE 2**

**CBR (California Bearing Ratio) OF LAB COMPACTED SOILS**

(ASTM D 1883)

CLIENT: Pacific Inter-Mountain Distribution LLC



PROJECT: Tri-Met: Envirotac II Testing

SAMPLE ID: AG-1

PROJECT NO: 2012-125 T300

Sampled By: Client

Tested By: AC

Date Sampled: Unknown

Date Received: 9/11/2013

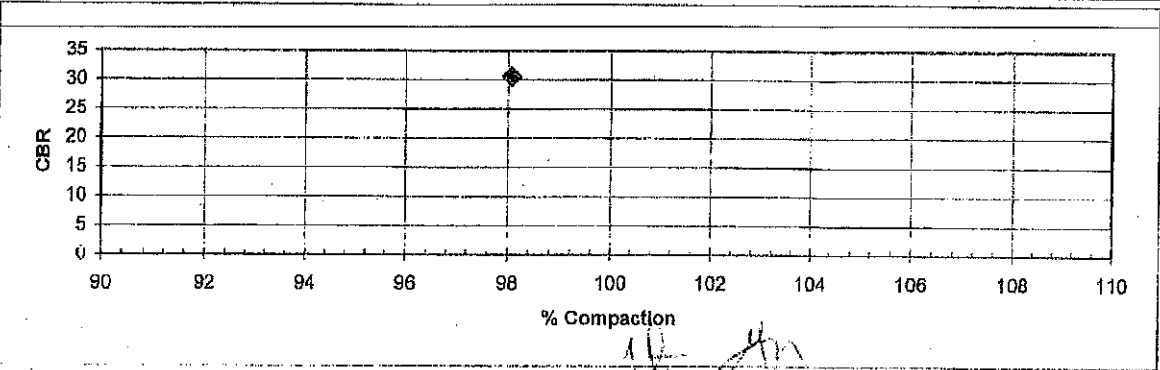
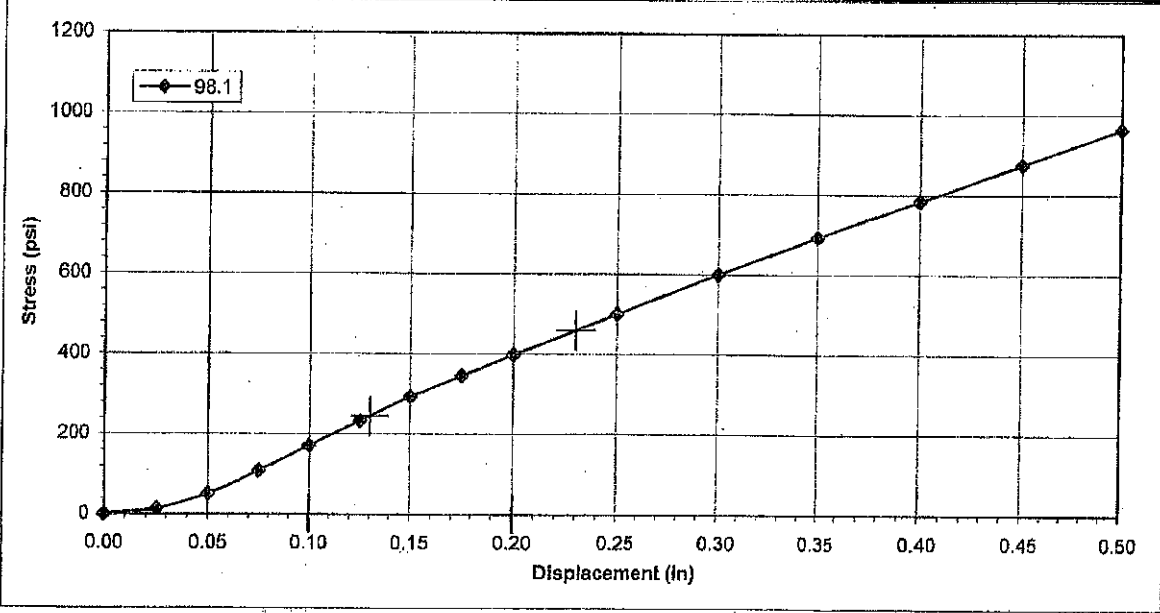
Date Tested: 9/20/2013

Material Description: Dark olive brown, silty SAND with gravel (SM)

Sample Location: Sampled by Client

Compaction Standard:  D698     D1557    Condition:  Soaked for 96 hrs     Unsoaked  
 Max. Dry Density: 135.2 pcf @ 10.2 % M.C. with 0.3 % scalped-off on the 3/4" sieve

	Trial 1	Trial 2	Trial 3
Dry Density (pcf)	132.6		
Percent Compaction	98.1		
Moisture before Compaction (%)	N/A		
Moisture after Compaction (%)	10.1		
Percent Swell (initial ht = 7")	-0.4		
Moisture, after Soaking (%)	12.8		
Moisture, Top 1", after Soak (%)	9.9		
Surcharge Weight (lbs)	0		
CBR at 0.1" Penetration	24.3		
CBR at 0.2" Penetration	30.6		
CBR Value	30.6		



REVIEWED BY: [Signature]



# HWA GEOSCIENCES INC.

*Geotechnical • Pavement Engineering • Hydrogeology • Geoenvironmental • Inspection & Testing*

June 29, 2015

WA Project No. 2014-055-23 Task 800

## **EP & A Envirotac**

78-900 Avenue 47, Suite 106

La Quinta, California 92253

Attention: Mr. Justin Vermillion

Subject: **MATERIALS LABORATORY REPORT  
Unconfined Compressive Strength Testing  
Envirotac SC Stabilization of Subgrade Materials  
San Clemente Island, California**

Dear Mr. Vermillion;

As requested, HWA GeoSciences Inc. (HWA) performed laboratory testing for the subject project. The purpose of this laboratory assessment was to determine the unconfined compressive strength of remolded subgrade materials dosed with Envirotac SC after curing for 7 days. Herein we present the results of our laboratory analyses, which are summarized on the attached Figures and Table 1. The laboratory testing program was performed in general accordance with your instructions and appropriate ASTM Standards as outlined below.

**SAMPLE INFORMATION:** Three distinct materials for testing were submitted by the client for our use in the assessment. The samples were delivered to our laboratory on June 8th, 2015. The samples were enclosed in individual 1 gallon paint cans. The samples were designated by the Client as follows:

Target Shop Brown, poorly graded SAND with silt (SP-SM)

Torp Site Light brown, poorly graded SAND with silt and organic material (SP-SM)

VC-3 Brown, poorly graded SAND with silt (SP-SM)

---

**SAMPLE PREPARATION:** Each material sample was oven dried and then treated with as much Envirotac SC (Diluted at a rate of 4 parts water to 1 part EV SC) as could be accommodated and still allow dense compaction. In general this amounted to approximately 1.5% of EVSC solids by dry weight of soil. In each case, the amount of material provided by the client was enough to make one test specimen and one for documentation that was returned to the client. Treated material was placed in 5 lifts into a 4-inch diameter spilt proctor mold and compacted using modified effort. Each sample was extruded from its sample mold and cured for a period of 7 days at a temperature of 80° F to simulate site conditions. The bulk

21312 30th Drive SE  
Suite 110  
Bothell, WA 98021.7010

Tel: 425.774.0106

Fax: 425.774.2714

[www.hwageo.com](http://www.hwageo.com)

density of each sample was determined by careful weighing and dimensional measurement of the sample.

**MOISTURE CONTENT:** The moisture content of each remolded specimen (percent by dry mass) was determined in general accordance with ASTM D2216. The results are shown on Table 1.

**UNCONFINED COMPRESSION TEST:** Each remolded sample was tested for 7 day strength in general accordance with ASTM method D1633. The samples were then tested to determine the unconfined compressive strength. Photographs depicting the remolded samples after strength testing are shown on Plates 1 -- 3. The results of the strength tests are reported on Table 1, below.

**TABLE 1      SUMMARY OF COMPRESSIVE STRENGTH TESTING**

<b>Material Designation</b>	<b>Soil Classification</b>	<b>Moisture Content %</b>	<b>Remolded Dry Unit Weight (pcf)</b>	<b>Unconfined Compressive Strength (psi)</b>
Target Shop	SP-SM	12.2	117.4	608
Torp Site	SP-SM	14.7	115.7	409
VC-3	SP-SM	12.7	111.0	606



**CLOSURE:** Experience has shown that laboratory test values for Soil/Polymer mixtures and other natural materials vary with each representative sample. As such, HWA has no knowledge as to the extent and quantity of material the tested sample may represent. HWA also makes no warranty as to how representative either the sample tested or the test results obtained are to actual field conditions. It is a well established fact that sampling methods present varying degrees of disturbance or variance that affect sample representativeness.

No copy should be made of this report except in its entirety.

June 29, 2015  
HWA Project No. 2014-055-23 Task 800

We appreciate the opportunity to provide laboratory testing services on this project. Should you have any questions or comments, or if we may be of further service, please call.

Sincerely,

**HWA GEOSCIENCES INC.**



Jessica Herrera  
Materials Laboratory Manager



Steven E. Greene, L.G., L.E.G.  
Vice-President

Enclosures:

Plate 1      Target Shop sample after testing  
Plate 2      Torp Site sample after testing  
Plate 3      VC-3 sample after testing



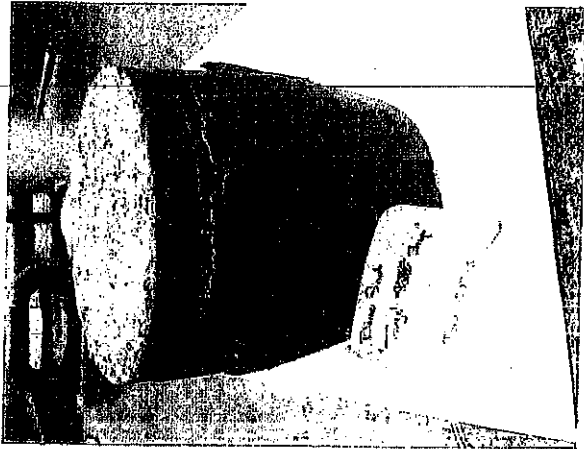


Plate 1. Target Shop

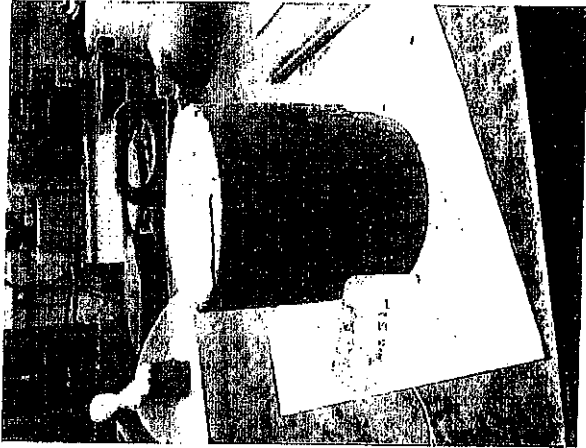


Plate 2. Torp Site



Plate 3. VC-3

# EP&A

Envirotac, Inc.



## Contractors Statement

Date 04/20/2017

Bid # 2017.328

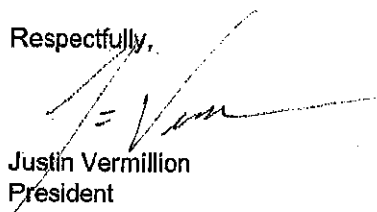
Bid Title: Acrylic Based Soil  
Stabilizing Polymer

### Manufacturer/Exporter

EP&A Envirotac, Inc.  
78900 Avenue 47, Suite 106  
La Quinta, CA 92253, United  
States of America

EP&A Envirotac, Inc. will supply our Envirotac AW product that meets the specification set forth in Adams County Bid# 2017.328 as shown in our Envirotac AW SDS. We are committed to providing quality polymers at the industry leading costs. If awarded EP&A Envirotac, Inc. will submit all insurance documents requested. We will also submit a Certificate of Analysis with each load delivered to Adams County showing we are in compliance with the specification. We appreciate you giving us the opportunity to supply Adams County with our Acrylic Based Soil Stabilizing Polymers.

Respectfully,

  
Justin Vermillion  
President



**2017.328**  
**ACRYLIC BASED SOIL STABILIZING POLYMER**  
**Highway Department**

**BIDDER'S STATEMENT**

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # None      Addenda None  
 If None, Please write NONE.

EP&A Envirotac, Inc.	04/20/2017
Company Name	Date
78900 Avenue 47, Suite 106	
Address	Signature
La Quinta, CA 92253	Justin Vermillion
City, State, Zip Code	Printed Name
Riverside County, CA	President
County	Title
760-777-8035	760-771-9137
Telephone	Fax
Justin@envirotac.com	
Email Address	

**EXHIBIT A**

(All Documents following this page of the Agreement)

Exhibit:

1. IFB 2017.328 Scope of Work

**EXHIBIT A**  
**ADAMS COUNTY FORMAL INVITATION FOR BID**  
**2017.328**

---

**ACRYLIC BASED SOIL STABILIZING POLYMER**  
**Highway Department**

All documents and Addendum related to this BID  
will be posted on the Rocky Mountain Bid System at:  
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

**BID Issuance Date:**  
Tuesday, April 11, 2017

**Written questions regarding this IFB will be accepted through**  
Tuesday, April 18, 2017  
by 2:00 p.m.

**BID Opening Date:**  
Tuesday, April 25, 2017  
Time: 2:00 p.m.

**Location: Adams County Government Center**  
4430 South Adams County Parkway  
4<sup>th</sup> Floor, C4000A  
Brighton, Colorado 80601



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**ADAMS COUNTY**  
**COLORADO**

All submitted Bids will be publicly opened and read aloud at the time and place stated above.  
All Bids are subject to the terms and conditions, specifications and the special instructions attached  
hereto.

## GENERAL INSTRUCTIONS

The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from companies interested in providing acrylic based soil stabilizer materials.

1. **All documents related to this BID will be posted on the Rocky Mountain Bid System at:**

**<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

1.1. Contractors must register with this service to receive these documents.

1.2. This service is offered free or with an annual fee for automatic notification services.

2. Written questions relating to IFB-HE-2017-328 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at [hellis@adcogov.org](mailto:hellis@adcogov.org) until the close of business on or before, Tuesday, April 18, 2017, by 2:00 p.m.

3. Bids

3.1. Sealed for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, First Floor, Brighton Colorado 80601, up to 2:00 p.m., Tuesday, April 25, 2017.

3.2. The bid opening time shall be according to our clock.

3.3. Bids will be publicly opened and read aloud at this time.

3.4. Bids may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Bid Number and Project Title.

3.5. No bids will be accepted after the time and date established above, except by written addenda.

4. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.

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## 5. BID REQUIREMENTS

5.1. **Format.** Bidder must submit sealed proposal in **one (1) original copy, one (1) unbounded hardcopy.**

5.2. All bids must be signed.

---

- 5.3. Whenever addendum/addenda are required, they must be acknowledged on the bid form in the appropriate space so designated.
- 5.4. Bids may not be withdrawn after date and hour set for closing.
- 5.5. Adams County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office.
- 5.6. Adams County assumes no responsibility for bids being either opened early or improperly routed if the envelope is not clearly marked on the outside: clearly labeled with Company Name, Bid Number and Title.
- 5.7. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County ("County") offices for any reason, the Purchasing Manager has the prerogative of rescheduling the bid opening time and date. No bidder will be considered above all other bidders by having met the bid opening time and date requirements to the exclusion of those who were unable to present their bid due to a situation severe enough to cause the Adams County Board of County Commissioners to close the County offices.
- 5.8. Bids must be submitted on the form as supplied and/or described by Adams County. Failure to bid on the form provided may be cause for the rejection of the bid. Bids must be furnished exclusive of taxes.
- 5.9. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.
- 5.10. If submitting a joint venture bid or a bid involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the bid.
- 5.11. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all bids, including but not limited to any bid which does not meet bonding requirements, or bids which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or bids from offerors who lack experience or financial responsibility, or bids which are not made to form. The County reserves the right not to award bids to the lowest and most responsive and responsible offeror, and may require new bids.
- 5.12. The Board of County Commissioners may rescind the award of any bid within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.13. Only sealed bids received by the Purchasing Division will be accepted; bids submitted by telephone, email, or facsimile machines are not acceptable.

- 5.14. If a formal contract is required, the offeror agrees and understands that a Notice of Award does not constitute a contract or other create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.15. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
- 6. 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.
- 7. Adams County is an equal opportunity employer.
- 8. COOPERATIVE PURCHASING: Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

- 9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

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9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

- 9.1.1. Each Occurrence \$1,000,000
- 9.1.2. General Aggregate \$2,000,000

9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

- 9.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
-





shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

- 9.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 9.12. 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 Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, 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 contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

10. 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:

- 10.1. The Bidder 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.
- 10.2. The Bidder shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.3. The Bidder shall not enter into a contract with a subcontractor that fails to certify to the Bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 10.4. At the time of signing this public contract for services, the Bidder 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.

- 10.5. The Bidder 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.
- 10.6. If Bidder obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Bidder shall: notify the subcontractor and the County within three days that the Bidder 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.
- 10.7. Bidder 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).
- 10.8. If Bidder violates this Section, of the awarded Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Bidder shall be liable for actual and consequential damages to the County.

**END OF GENERAL INSTRUCTIONS**

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## STATEMENT/SCOPE OF WORK

### STATEMENT

The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting bids from companies interested in providing acrylic based soil stabilizer materials.

### SCOPE OF WORK

The bidder shall furnish all acrylic based soil stabilizer materials to include freight incidental to fulfill all material orders, for products described in the specifications. No adjustment or modification to the solicitation specification shall be allowed for any misunderstanding of the scope of work and specifications contained in the solicitation. The selection of the materials and equipment for all products and materials shall be in accordance with the solicitation specifications, all Federal, State and Local laws applicable to the products and materials being provided by the bidder. The bidder understands and agrees that Adams County (County) may modify, delete or add various portions of the products/material order at the County's discretion. Unit prices SHALL REMAIN FIRM at the prescribed Units of Measure (UOM) for the term of the awarded agreement.

#### 1.1 WORK:

- A. The County's Transportation Department-Operations Division will be placing varying pre-mixed surface gravel materials on roadways intended for public use. The roadways are exposed to varying traffic volumes with average daily traffic (ADT) ranging from 100 to 500.
- B. All gravel surfacing to receive soil stabilizers consists of gravel treatment depths of four inches (4"). Each section of roadway treated is done in one mile sections (5,280') at a width of twenty four feet (24').
- C. Equipment used for the graveling process must include:
  - 2 - tractor and trailer water tanks (7,000 gal each) with pump spray that is not metered or controlled volumetrically
  - Motor graders
  - Steel drum, vibratory rollers
  - Pneumatic rubber tired roller
  - Gravel re-claimer (pulverizer) for onsite in place mixing
- D. The County has conducted gravel mixture sampling and test results are included as an **Attachment A** at the end of this document. The test results are only applicable to pre-mixed gravel (import) and do not represent existing onsite materials; no testing will be provided for onsite materials.
- ~~E. Gravel surfacing will be conducted April through September, and will be subjected to varying weather conditions. The County will make every attempt to conduct gravel surfacing during dry climate.~~

#### 1.2. SCHEDULE OF VALUES:

- A. The County does not guarantee a total amount of polymer to be used as part of the project. Orders for bidder's products/materials will be placed on an "as needed" basis, depending on job site, availability, type of equipment to be used, and available funding.

- B. The County will not order all products described in this solicitation at once, all orders will be placed on an "as needed" basis.
- C. The estimated area and gravel material to be treated is as follows:
  - 352,000 square yards
  - 50,000 tons of gravel

### **1.3. MATERIAL SPECIFICATIONS**

- A. Desired properties of acrylic based polymer include high tensile, flexural, and compressive strengths, good adhesion to soil particles, and a high resistance to water, chemical, and ultraviolet effects.
  - B. The bidder must provide test results indicating these values of the proposed product. Bidder must also provide testing data that indicates improved results using the California Bearing Ratio (CBR) test methods – (ASTM D1883-05 and ASTM D4429) and (AASHTO T193).
  - C. **Vinyl Acetate Ethylene (VAE) emulsions is strictly prohibited and not acceptable.**
  - D. The proposed product/materials shall be an acrylic co-polymer concentrate designed to be diluted with water onsite.
  - E. Product/material shall not be a by-product of other source manufacturing.
  - F. Product/material shall be one component, ready for mixing without additional additives or reacting agents.
  - G. Product/material must contain a minimum of 45% solids or greater. The proposed product/material must include a material specification indicating the percent of solids by weight/volume in concentrate form.
  - H. Product/material shall be a non-hazardous material that is biodegradable.
  - I. Product/material must be packaged and labeled to include volume of content, dilution ratio and any required state, federal or other regulatory disclosure.
  - J. Any specialized mixing equipment must be provided to the County at no cost for the duration of the project, or until such time that all products delivery is mixed.
  - K. Product/material must be non-corrosive, capable of being pumped without damage to mechanical pumping apparatuses. Any special pumping accommodations must be fully disclosed.
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- L. Product/material must be capable of future maintenance applications by reconstitution or top coating for a period of twenty-four (24) months after initial application or capable of priming or rejuvenation with reduced application rates; achieving relative similar effectiveness or performance as initial application.
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**1.4. BIDDER REQUIREMENTS:**

- A. The bidder will be required to attend a meeting at a designated County facility prior to commencement of product utilization. The meeting will be established at a mutually agreeable time and date by the County. This meeting is intended to provide product/material information, application requirements and practices to include mix ratio and handling. Additional agenda will include material ordering, storage shipment and invoicing.
- It will be the responsibility of the bidder to maintain quality control of all materials during manufacturing, packaging and prior to shipment. Bidder must ensure amounts ordered are shipped and all packing slips are received. The County will not be responsible for any products damaged resulting from shipment.
  - The bidder will be required to work closely with the County Project Manger. The County will determine sequencing of the orders. The bidder will be responsible for keeping the County Project Manager informed as to their production and shipment schedule. It will be the bidder's responsibility for notification to the County in writing of any interruption in the production and shipment schedule due to unforeseen delays.
  - Product/material orders must be received within three (3) weeks of order placement.
  - Bidder must provide written application instruction and standards regarding the proposed product. Bidder must provide testing standards for compliance testing, through third party testing lab, hired by/for the County. All compliance testing will be paid for by the County. Any product that does not meet the bidders described/communicated specification, shall not be paid for by the County, and any product returns shall be the sole responsibility of the bidder.
  - Bidder must provide application rates, to treat gravel as described in the work and schedule of values section and must reflect each product proposed, quantities and unit price.

**1.5 COUNTY REQUIREMENTS:**

A. The County through its County Representative will make every effort to order product six weeks in advance by telephone order which will advise the Vendor of the number of units needed. The telephone order will be followed up by a written verification of the County's request which may be given by email or fax.

- The County Project Manager will designate delivery assistance for off loads. Location include:

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Adams County Gravel Pit  
8080 Dahlia St  
Commerce City, CO 80022

- Pay request will be authorized and signed by the Operations Division for payment processing within one (1) week of receipt, unless shipment errors or damage product require resolution.
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**1.6. TERM:**

Award of this bid will result in the establishment of a County agreement for a period from the date of award through the subsequent twelve (12) months with two (2) additional one-year renewal periods at the sole option of the Adams County Board of Commissioners.

**1.7. PRICE:**

Bidder must provide pricing for the initial year of the award and the two (2) option years. The bidder's pricing for the options years will be used for evaluation purposes only.

Bidder's pricing shall be firm through the entire term of the awarded agreement. Adams County Board of Commissioners may require continued performance for two (2) additional years, and may exercise the option years in one (1) year increments at the price specified in the submitted in the bid.

If, Adams County Board of Commissioners exercises the options, it shall provide a written notice to the Bidder at least thirty (30) days prior to the expiration of the awarded Agreement term by the issuance of an Amendment.

If exercised, the provisions of the issued Amendment shall become part of and be incorporated into the current Agreement. The total term of the Agreement, including the exercise of any option year shall not exceed three (3) years.

Pricing and specifications changes must be submitted to the County Project Manager within a sixty (60) day notice, shall be negotiated, and agreed upon by, both the County and bidder.

**1.8. BASIS OF AWARD:**

Award will be made to the responsive, responsible bidder who submits the lowest reasonably price bid. Adams County Board of Commissioners reserves the right not to award multiple bids from this solicitation.

**1.9. WARRANTY:**

The bidder warrants and guarantees to the County that all work, equipment, and materials furnished under the solicitation are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The bidder further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for bidder to warrant the finished product after completion date. Should the bidder fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the bidder. This section does not relieve the bidder from liability for defects that become known after one (1) year.

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