

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT FOR MATERIALS TESTING AND
INSPECTION FOR THE ADAMS COUNTY ANIMAL SHELTER**

THIS AGREEMENT ("Agreement") is made this 30th day of June 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 Kumar & Associates, Inc., located at 2390 South Lipan Street, Denver, Colorado, 80223 hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

1. SERVICES OF THE CONTRACTOR:

1.1. All work shall be in accordance with the attached RFP 2017.418 and the Contractor's response to the RFP 2017.418 attached hereto as Exhibit B, and incorporated herein by reference. Should there be any discrepancy between Exhibit B and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of the agreement.

3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals 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 the hourly rates indicated in Exhibit A for a total not to exceed amount of ninety-nine thousand five hundred dollars (\$99,500.00).

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

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

6. **NONDISCRIMINATION:**

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

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

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

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
- 8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
- 8.1.1. Each Occurrence: \$1,000,000
- 8.1.2. General Aggregate: \$2,000,000
- 8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.
- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. **Workers' Compensation Insurance:** Per Colorado Statutes
- 8.4. **Professional Liability Insurance:** to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
- 8.4.1. Each Occurrence: \$1,000,000
- 8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 8.5. **Adams County as "Additional Insured":** The Contractor's commercial general liability, 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~~

11.2. 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.

12. MUTUAL UNDERSTANDINGS:

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

12.2. 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. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

12.3. 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.

12.4. 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.

12.5. 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.

~~12.6. 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~~

- 12.9. 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.
- 12.10. 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.
- 12.11. 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.
- 12.12. Confidentiality: All documentation related to this Agreement 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"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

- 13.1. 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.
- 13.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

14. 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:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to ~~perform work under this public contract for services.~~

- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. 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).
- 14.8. 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.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

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

Interim County Manager

[Signature]
RAYMOND H. GONZALES

6.30.2017
Date

Kumar and Associates Inc.

[Signature]
Signature

6-14-2017
Date

James A. Noll
Printed Name

Resident
Title

Attest:

Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

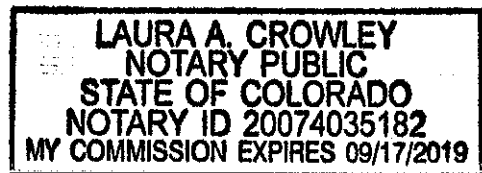
COUNTY OF Denver

STATE OF Colorado)SS.

Signed and sworn to before me this 14 day of June, 2017,

by James A. Noll

[Signature]
Notary Public



My commission expires on: 09/17/2019

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:

Kumar & Associates, Inc. 6-14-2017
Company Name Date

James A. Noll
Signature

James A. Noll
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

Exhibit A

Kumar & Associates, Inc.

CONSTRUCTION MATERIALS TESTING FEE SCHEDULE



ENGINEERING AND FIELD TECHNICAL SERVICES

Principal Engineer.....	\$175.00/hr.
Senior Project Engineer/Geologist/Manager.....	\$145.00/hr.
Project Engineer/Geologist/Scientist.....	\$85.00/hr.
Staff Engineer/Geologist/Scientist.....	\$70.00/hr.
Project Supervisor.....	\$105.00/hr.
Construction Inspector I.....	\$65.00/hr.
Construction Inspector II.....	\$75.00/hr.
Environmental Specialist/Scientist.....	\$70.00/hr.
Environmental Field Technician/Geologist.....	\$65.00/hr.
Safety Professional.....	\$90.00/hr.
Project Administrator.....	\$90.00/hr.
Staff Administrator.....	\$55.00/hr.
Exploration Field Engineer/Technician/Geologist.....	\$60.00/hr.
Construction Materials Testing Technicians:	
▪ Field Observation.....	\$65.00/hr.
▪ Concrete.....	\$48.00/hr.
▪ Soils, Reinforcing Steel, Asphalt.....	\$50.00/hr.
▪ Piers, Masonry.....	\$55.00/hr.
▪ Fireproofing.....	\$75.00/hr.
▪ Structural Steel.....	\$75.00/hr.
▪ Post-Tensioning.....	\$55.00/hr.
▪ Floor Flatness.....	\$70.00/hr.
Word Processing.....	\$45.00/hr.
Drafting.....	\$60.00/hr.

OTHER DIRECT CHARGES

Auto or Pickup Mileage.....	No Charge
Out of Town Expenses, Travel, Rental, Etc.....	Cost + 15%
Expedited Laboratory Services: 1.35 x Test Price (See Note 14 on Reverse Side)	

LABORATORY TESTING

SOILS		CONCRETE AND MASONRY (continued)	
Moisture Content (ASTM D-2216).....	\$10.00 ea.	Splitting Tensile Strength (ASTM C-496).....	\$25.00 ea.
Moisture Content & Density (ASTM D-2216).....	\$15.00 ea.	Floor Profiling.....	\$75.00/hr.
Gradation (ASTM D-422).....	\$75.00 ea.	Concrete Mix Analysis.....	\$2,000.00 ea.
Gradation with Hydrometer Analysis (ASTM D-422).....	\$150.00 ea.	Compressive Strength Mortar Cubes (ASTM C-109/109M).....	\$20.00 ea.
Double Hydrometer (ASTM D-4221).....	\$225.00 ea.	Compressive Strength of Grout.....	\$25.00 ea.
Percent Less than #200 Sieve (ASTM D-1140).....	\$25.00 ea.	Masonry Prisms Compressive Strength (ASTM C-1314)	
Atterberg Limits (ASTM D-4318) Method A.....	\$75.00 ea.	Hollow Prism.....	\$65.00 ea.
Atterberg Limits (ASTM D-4318) Method B.....	\$45.00 ea.	Grout Filled Prism.....	\$75.00 ea.
Standard Proctor (ASTM D-698).....	\$85.00 ea.	Concrete Masonry Units	
Modified Proctor (ASTM D-1557).....	\$95.00 ea.	Compressive Strength of Hollow Block.....	\$35.00 ea.
Soil/Cement Proctor (ASTM D-558).....	\$125.00 ea.	Absorption Analysis (set of 3).....	\$50.00/set
Proctor Checkpoint (ASTM D-698 or ASTM D-1557).....	\$45.00 ea.	Trimming of Laboratory Specimens.....	\$50.00/hr.
Relative Density (ASTM D-4253 and ASTM D-4254).....	\$175.00 ea.	Maturity Meter Calibration Curve.....	\$500.00 ea.
Specific Gravity (ASTM D-854).....	\$75.00 ea.	Maturity Meter Logger.....	\$60.00 ea.
Standard Swell-Consolidation (ASTM D-4546).....	\$60.00 ea.	Calcium Chloride Moisture Test Kits.....	\$25.00 ea.
Air Dried Swell-Consolidation.....	\$65.00 ea.	Relative Humidity Logger.....	\$45.00 ea.
Remolded Swell-Consolidation (ASTM D-4546).....	\$75.00 ea.		
Time/Consolidation (ASTM D-2435).....	\$325.00 ea.	AGGREGATES	
Unconfined Compressive Strength (ASTM D-2166).....	\$50.00 ea.	Moisture Content (ASTM D-2216).....	\$10.00 ea.
Slake Durability (ASTM D-4644).....	\$100.00 ea.	Sieve Analysis (ASTM C-136).....	\$75.00 ea.
Pinhole Dispersion (ASTM D-4647).....	\$150.00 ea.	Percent Less than #200 Sieve (ASTM C-117).....	\$25.00 ea.
Crumb Test (ASTM D-6572).....	\$50.00 ea.	Clay Lumps & Friable Particles (ASTM C-142).....	\$50.00 ea.
Water Soluble Sulfates (AASHTO T-290, CP-L 2103).....	\$45.00 ea.	Flat or Elongated Particle (CP-33).....	\$65.00 ea.
pH (ASTM E-70).....	\$35.00 ea.	Fractured Faces (CP-45).....	\$55.00 ea.
Chloride (AASHTO T-291, CP-L 2104).....	\$45.00 ea.	Los Angeles Abrasion	
Electrical Resistivity (ASTM G-57).....	\$125.00 ea.	1 1/2" Maximum (ASTM C-131).....	\$125.00 ea.
Organics (AASHTO T-287).....	\$50.00 ea.	3" Maximum (ASTM C-535).....	\$150.00 ea.
R-Value (ASTM D-2844).....	\$270.00 ea.	Sodium or Magnesium Sulfate Soundness	
California Bearing Ratio (ASTM D-1883)		(ASTM C-88).....	\$325.00 ea.
1-point.....	\$150.00 ea.	Dry Rodded Unit Weight (ASTM C-29).....	\$30.00 ea.
California Bearing Ratio (ASTM D-1883)		Specific Gravity and Absorption	
3-point.....	\$375.00 ea.	(ASTM C-127 and ASTM C-128).....	\$75.00 ea.
Soil/Lime, Soil/Cement Mix Analysis.....	\$2,000.00 ea.	Organic Impurities (AASHTO T-21).....	\$40.00 ea.
(Standard 3-Point Mix Analysis; Cost May Vary Depending on Specification Requirements)		Aggregate Durability Index (AASHTO T-210).....	\$75.00 ea.
Freeze/Thaw (ASTM D-560).....	\$350.00 ea.	Sand Equivalent (AASHTO T-176).....	\$75.00 ea.
Wet/Dry (ASTM D-559).....	\$350.00 ea.	Lightweight Particles (ASTM C123).....	\$140.00 ea.
Compressive Strength of Soil-Cement (ASTM D-1633).....	\$50.00 ea.	Micro Deval (ASTM D6928).....	\$125.00 ea.
Direct Shear/per point (ASTM D-3080)		Potential Alkali - Silica Reactivity, 3 Specimens, Fine Aggregate	
Unconsolidated-Undrained (Quick Test).....	\$150.00 ea.	(ASTM C1260 and C1567).....	\$500.00 ea.
Residual Strength, Additional Per Carriage Reversal.....	\$50.00 ea.	Potential Alkali - Silica Reactivity, 3 Specimens, Coarse Aggregate	
Drained Tests Quoted on Project-Specific Basis		(ASTM C1260 and C1567).....	\$600.00 ea.
Soil Suction (ASTM D-6836 Method D).....	\$50.00 ea.		
		ASPHALT	
		Asphalt Binder Content (CP-L 5120).....	\$80.00 ea.
		Asphalt Binder Content/Gradation (CP-L 5120).....	\$160.00 ea.
		Asphalt Content Correction Factor (CP-L 5120).....	\$300.00 ea.
		Asphalt Content/Nuclear Method (AASHTO T-287).....	\$80.00 ea.
		Nuclear Oven Calibration (AASHTO T287).....	\$275.00 ea.
		Marshall Test, 3 Specimens (ASTM D-1559).....	\$180.00 ea.
		Bulk Specific Gravity and Thickness of Core	
		(ASTM D-1188 and D-2726).....	\$25.00 ea.
		Maximum Theoretical Specific Gravity	
		(ASTM D-2041).....	\$80.00 ea.
		Superpave Gyrotory Compaction, 3 Specimens (CP-L 5115).....	\$175.00 ea.
		Asphalt Mix Analysis.....	\$2,000.00 ea.
		Lottman Testing (CP-L 5109).....	\$425.00 ea.
		Hveem Stability (CP-L 5106).....	\$325.00 ea.
CONCRETE AND MASONRY			
Concrete Compressive Strength (ASTM C-39).....	\$10.00 ea.		
Cylinders Cast by Others.....	\$20.00 ea.		
Concrete Flexural Strength (ASTM C-78).....	\$50.00 ea.		
Compressive Strength, Length and Density of Concrete Cores			
(ASTM C-42).....	\$35.00 ea.		

Exhibit B

1. The Adams County Board of Commissioners by and through its Purchasing Manager is accepting bids for Materials Testing and Inspection for the Animal Shelter.

As a result of response to RFQ 2015.472 for 2016-2018 NPSPS Projects, vendors were selected to participate based on previous selection either for Geotechnical Engineering or Construction Material Testing Services.

2. Written questions may be submitted through March 29, 2017. All questions are to be submitted in writing to Ms. Jen Tierney, Contract Administrator by E-mail at jtierney@adcogov.org.
3. An addendum to answer all questions will be issued no later than March 30, 2017.

4. Proposals

- 4.1. Sealed proposals for consideration will be received at the office of the Purchasing Manager, Adams County Administration Building, 4430 South Adams County Parkway, Brighton, Colorado, 80601, up to **10:00 A.M. April 6, 2017**, at this time the names of the companies submitting proposals will be read out loud. The proposal opening time shall be according to our clock. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.
- 4.2. Five (5) hard copies of the proposal and one PDF Thumb Drive or CD file copy of must be submitted. Brochures or other supportive documents may be included with the proposal narrative.
- 4.3. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended 5/13/08 and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included. These are the last two pages of the RFP.
- 4.4. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 4.5. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 4.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

- 4.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.
 - 4.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: **MATERIALS TESTING AND INSPECITON FOR THE ANIMAL SHELTER.**
 - 4.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.
 - 4.10. Proposals must be furnished in the format described by Adams County. Failure to proposal in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
 - 4.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
 - 4.12. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
 - 4.13. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to any proposal which does not meet bonding requirements, or proposals 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 proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to award proposals to the lowest and most responsive and responsible offeror, and may require new proposals.
 - 4.14. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
 - 4.15. Issuance of this invitation does not commit Adams County to award any contract or to procure or contract for any equipment, materials or services.
-

4.16. If a formal contract is required, the Proposer agrees and understands a Notice of Award does not constitute a contract or otherwise create a property interest of any nature until an Agreement is signed by the awardee and the Board of County Commissioners.

4.17. Only sealed proposals received by the Purchasing Department will be accepted; proposals submitted by telephone, telegram or facsimile machines are not acceptable.

5. Adams County is an Equal Opportunity Employer.

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 property 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 borrowed.

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

6.4.1. Each Occurrence \$1,000,000

6.4.2. 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.

6.5. 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:

6.5.1. 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.

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

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

- 6.6. 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.
- 6.7. 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.
- 6.8. 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.
- 6.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 6.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 6.11. Underwriters shall have no right of recovery or subrogation against Adams 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 covered by the described insurance.
- 6.12. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 6.13. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
- 6.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 6.15. 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.

7. 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. 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:
 - 8.1. 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.
 - 8.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 8.3. 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.
 - 8.4. 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.
 - 8.5. 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.
 - 8.6. 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.

- 8.7. 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).
- 8.8. 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.

End General Information

9. **Project Summary:** Adams County is in the process of designing a new Animal Shelter. The project consists of 45,000 square feet of new building, located in an existing agricultural field. The project is to be located in the Adams County Regional Park, just north of 120th avenue, just east of Riverdale Road. The project will consist of a new roadway, sanitary sewer, water well, storm water ponds, ditch crossings, and the new building facility. A reference concept drawing has been included in this RFP.

G Squared is the Architect. Schematic Design drawings are scheduled for completion at the end of March 2017, and will require immediate support for development of foundations, road beds, wells, etc. It is further anticipated that the selected Vendor will provide third-party construction materials testing and inspection for the selected Construction Manager (procurement is ongoing for the prime CM/GC).

10. **Request:** Adams County Government hereby requests bid proposals from Materials Testing, Inspection, and Engineering firms to provide materials testing as required to assure compliance with the Contract Documents for the duration of the construction project.
 11. **Consultant Qualifications:** The Materials Testing firm and staff proposed to be assigned responsibilities on this project must be highly qualified and have extensive experience in all aspects of materials testing and inspection on similar projects. They must also have the proven capability to effectively and efficiently work with a project team in development and implementation of a construction quality control program.
 12. **Scope of Work:** The scope of work shall include all independent soils and materials testing and inspection services outlined in this bid, and those preliminary and construction testing services typically associated with projects of this nature.
 13. **Project Schedule:** The project is anticipated to be phased (roadwork and sitework commencing prior to building construction), but the overall project is anticipated to be complete in mid-2019.
-

14. Proposal Requirements: All proposals shall be submitted on 8½" x 11" paper, side bound and a pdf file on CD or Thumb Drive with Table of Contents and reference tabs for key sections and must include the following (no more than 8 pages total plus the 2 attached Forms – this does not include Table of Contents or Blank/Title pages):

15. Letter or Interest/Introduction (no more than 1 page)

15.1. Introductory letter defining the interest of the firm

16. Project Qualifications, Organization and Staffing (no more than 2 pages plus Forms)

16.1. Confirm the firms and personnel qualifications, work load capacity, and type of work provided meet the minimum requirements.

16.2. Confirm that the proposer has experience on previous projects of this nature, and that they can provided the testing and inspection services typical with a building construction project of this size and scope.

17. Testing and Inspections: The following key tests will be required on this project, at a minimum, including but not limited to:

17.1. Soils borings, penetrometer, and/or similar soils bearing capacity tests.

17.2. Mass earthwork and rock excavation

17.3. Excavating, backfilling, and compaction for site utilities, foundations, retaining walls, etc.

17.4. Hot-mixed asphalt paving, stone base and subgrade preparation.

17.5. Cast-in-Place Concrete (Compression, slump, air entrainment, etc.)

17.6. Pre-cast and/or Tilt up concrete systems

17.7. Reinforcing

17.8. Masonry wall systems and materials

17.9. Structural Steel (Bolts {torque}, welds, connections, etc.)

17.10. Metal Decking (laps, welds, connections, etc.)

17.11. Fireproofing (Existing and Patch/New Installation)

17.12. Other tests that may be necessitated by permit/code requirements, manufacturer's requirements, re-testing for failed or insufficient testing, compliance with project requirements (specifications or other) or extensive on-site observations and inspections.

17.13. Hazardous materials testing and compliance is NOT part of this proposal. This bid is only for general construction materials testing and inspection services.

17.14. Confirm that at least 70% of the required testing and inspections can be performed in-house. Testing that is not performed "in-house" is allowable, so long as all required services can be provided with assistance of an appropriate sub-consultant/sub-contractor.

18. Quality Control Plan: Each respondent must confirm that they will coordinate with the Owner, Designer and Contractor to develop testing, inspection, quality control plans (when required) to ensure a high standard of quality is achieved.

19. Test or Inspection Report: Each proposer must confirm the ability to provide testing, inspection, and when required, recommended corrections for each activity. Furthermore, when required by project parameters (specifications, code, building official or Owner) they must be able to have a certification by a Colorado Professional Engineer stating that all work or portions thereof have been tested and/or inspected and that work conforms to the contract documents. It is anticipated that minimal, if any, items of work will require full-time personnel. All other items will require periodic on-call/as needed inspection services.

20. Material Testing Agent/Consultant Professional Fees (no more than 5 pages):

20.1. Estimated Value of Work will be for \$100,000 (anticipated Contract Value) subject to verification for each testing item. At the time of each test required, a Not-to-Exceed Price will be required for each test or inspection. Services will be billed monthly at the hourly rates and unit prices. Testing Agency shall provide a cumulative log of all tests/invoiced amounts to date with each monthly bill.

20.2. Provide hourly rate schedule per position title, unit laboratory testing costs, unit prices, mark-up rates for sub-consultants, and any other billable costs for each service anticipated by the Consultants' proposed Quality control program for this project. Rates must stand for the duration of the project and are not eligible for annual increases.

20.3. Pricing information shall also be summarized on the attached Fee Proposal Form.

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:

Company Name

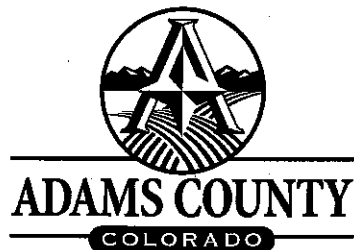
Date

Name (Print or Type)

Signature

Title

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



PROPOSAL FORM
MATERIALS TESTING AND INSPECTION FOR THE ANIMAL SHELTER.

VENDOR'S STATEMENT

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

_____ \$ _____
 Written Amount Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

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

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
E-mail Address	

Verification of Qualifications:

In addition to the breakdown of the Fee Proposal, provide a verification of corporate and personnel experience as follows:

Business / Corporate Information:

Current Name of Firm: _____ Place of Incorporation: _____

Other Names / Previous Names: _____

Qualifications Confirmation:

Provide information indicating projects that the Firm was the prime testing and/or inspecting agency. We confirm that:

We have been in business longer than 5 years: _____ Yes _____ No

Our firm is in the business of construction materials testing, inspection, and quality control; and we can provide at least 70% of the work in-house: _____ Yes _____ No

We have the properly trained and certified staff, skills, and capacity to provide testing, inspections, and certified reports of compliance for this project: _____ Yes _____ No

We have performed construction testing on at least 5 building construction projects more than \$15 Million in construction value in the past 10 years: _____ Yes _____ No

<i>Project Name & Year</i>	<i>Contractor</i>	<i>Construction Value</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

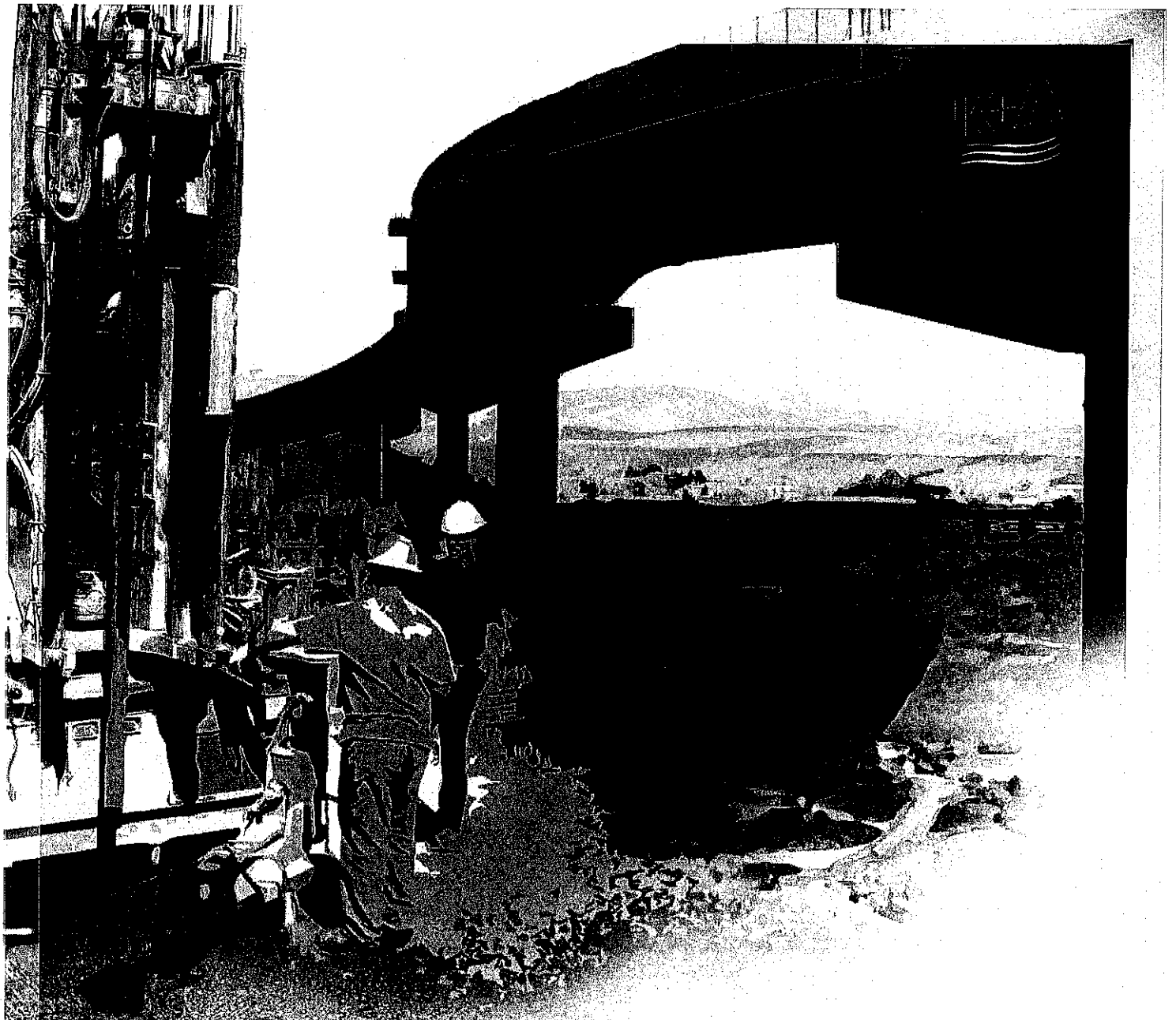
Note: Adams County reserves the right to request validation or proof of any or all of the information described above or as provided in the Proposal. Proof shall consist of descriptions, references or similar information necessary to establish a substantive role of the Firm in the identified project.

Verification of Qualifications:

Name and Title (Printed)

Signature

Date



Kumar & Associates, Inc.

**Geotechnical Engineering | Engineering Geology
Construction Observation and Materials Testing | Environmental Sciences**

**Proposal for:
Adams County**

Materials Testing and Inspection for the Animal Shelter



Kumar & Associates, Inc.
Geotechnical and Materials Engineers
and Environmental Scientists

2390 South Lipan Street
Denver, CO 80223
Phone: (303) 742-9700
Fax: (303) 742-9666
Email: kadenver@kumarusa.com
www.kumarusa.com

Office Locations: Denver (HQ), Parker, Colorado Springs, Fort Collins, Glenwood Springs, and Summit County, Colorado

April 6, 2017

Adams County Administration Building
Attn: Ms. Jen Tierney, Contract Administrator
4430 South Adams County Parkway,
Brighton, Colorado 880601

Subject: Request for Proposal, Materials Testing and Inspection for the Adams County Animal Shelter, Brighton, Colorado.

Dear Ms. Tierney:

Kumar & Associates, Inc. (K+A) is pleased to present our materials and inspection testing proposal and qualifications for the Animal Shelter in Adams County, Colorado. Our key personnel have been selected based on their availability and experience working in Adams County, required certifications and skill set, and their municipal facility project experience. K+A is best suited to provide materials and inspection testing services for the following reasons:

Project Team

K+A technicians assigned to this project are professionally trained, and have certifications in construction testing by: **LabCAT, WAQTC, ICC (IBC), ACI, PTI, AWS, and NICET**. The Team has a solid history of working together on several municipal facility projects.

Firm Capabilities

Our **in-house laboratory** is certified by the **US Army Corps of Engineers (USACE)**, is accredited and participates in **AASHTO, AMRL, and CCRL** testing. The laboratory testing for this project will be performed at our main laboratory facility. The test data will be reviewed and approved by a Professional Engineer registered in the State of Colorado. Test results and observations shall also be documented on the appropriate forms.

Prior Experience

K+A has successfully completed materials and inspection testing services on projects similar in size and scope of work, some of which are listed below:

- Adams County D.A. Building
- Adams County Human Services Building
- Adams County Sheriff's Office
- Adams County - Crossroads Commerce Park, Building 4

We appreciate the opportunity to provide this information and look forward to hearing from you. If you have questions or need further information, please feel free to call.

Sincerely,

Kumar & Associates, Inc.

Carey Jones
Project Manager / Construction Services Supervisor
(303) 742-9700 x 248

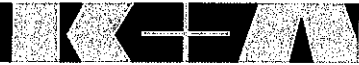


TABLE OF CONTENTS

TAB A Project Qualifications, Organization and Staffing

TAB B Testing, Inspection and Quality Control

TAB C Required Forms

Contractor's Certification of Compliance
Proposal Form
Rate Sheet

TAB A



Project Qualifications, Organization and Staffing



Project Qualifications: K+A was incorporated in 1989, and is a Small Business (SB) as defined by The U.S. Small Business Administration. Our staff consists of over 150 professional engineers and geologists, environmental scientists, engineering technicians, and support personnel. We have **15 registered professional engineers**, and more than **100 certified engineering technicians**. Our headquarters is in

Denver, with five additional locations in Fort Collins, Colorado Springs, Parker, Glenwood Springs, and Summit County, Colorado.

K+A's **in-house materials laboratory** is accredited by the American Association of State Highway and Transportation Officials (AASHTO) and validated by the US Army Corps of Engineers (USACE), and is periodically inspected by CDOT. Our materials and inspection testing personnel are well qualified and have WAQTC, NICET, ACI, PTI, AWS, ICC (IBC), LabCAT and CDOT Materials Course Certifications.

Organization and Staffing: Our Project Principal, **Mr. James A. Noll, P.E.**, and our Project Manager, **Mr. Carey Jones**, along with our **Key Staff** have been assigned to the same positions on numerous municipal facilities construction and expansion projects. Virtually all projects performed by our Team within Adams County involved coordination with Adams County Planning Staff, and multiple consultants. The following table summarizes the qualifications and experience of our key staff.

Key Team Member	Qualifications	Relevant Experience
James A. Noll, P.E. Principal-in-Charge	34 years of experience conducting geotechnical engineering studies and design. His experience includes many major building and roadway projects. Mr. Noll has an excellent understanding of project management requirements and issues related to government clients.	Design & contract management. Project Principal Experience: <ul style="list-style-type: none"> ▪ Adams County Maintenance Building ISDS ▪ Adams County Clay Community Trail (Zuni to 60th Avenue) ▪ South Adams County Water and Sanitation District Water Tank
Carey Jones Project Manager/ Construction Services Supervisor	27 years of experience in geotechnical engineering and construction materials testing. He is responsible for construction project scheduling, report review, supervision and training of engineering technicians, as well as developing technical and cost proposals for specific construction projects. Certifications include: <ul style="list-style-type: none"> ▪ NICET Level III Soils, Concrete and Asphalt ▪ Nuclear Density Gauge Operator ▪ LabCAT A, B, C, and E ▪ WAQTC- Embankment and Base Testing Technician ▪ Principals of Masonry Engineering, RMMI ▪ NCAT- Asphalt Technology 	Inspection and materials testing of soils, asphalt, concrete and aggregate bases, & testing of chemically stabilized subgrade materials include lime, fly ash, cement and kiln dust. Relevant Project Experience: <ul style="list-style-type: none"> ▪ Jefferson County Human Services Building ▪ Adams County District Five, Elementary School #10 ▪ Adams County Bridge No. 38 Replacement



<p>Dave Bottoms Engineering Technician</p>	<p>28 years of experience in construction observation and materials. In addition, he has 11 years extensive experience in a wide range of projects in the ready mix industry from finishing to driving and Quality Control.</p> <p><u>Certifications include:</u></p> <ul style="list-style-type: none"> ▪ Nuclear Density Gauge Operator ▪ ACI Grade I-Field and Testing Technician ▪ Post Tension Inspector Level I ▪ Dipstick Floor Flatness/Levelness ▪ 40-hour OSHA HazMAT Training 	<p>Inspection, Materials Testing & Observation of: Reinforced Concrete Construction, Drilled Piers, Structural and Non-Structural Masonry Observation & Post Tension Cables.</p> <p><u>Relevant Project Experience:</u></p> <ul style="list-style-type: none"> ▪ Adams County D.A. Building ▪ Denver Justice Center ▪ Denver Police Academy - Improvement projects
<p>Dave Kos Engineering Technician</p>	<p>13 years of experience in construction observation and testing.</p> <p><u>Certifications include:</u></p> <ul style="list-style-type: none"> ▪ ACI Concrete Field Testing Technician- Grade I ▪ WAQTC Soils ▪ Nuclear Density Gauge Operator 	<p>Inspection, Materials Testing & Observation of: Earthfills, Concrete, Asphalt, Reinforcing Steel, & Masonry Construction.</p> <p><u>Relevant Project Experience:</u></p> <ul style="list-style-type: none"> ▪ Colorado Convention Center Hyatt Hotel ▪ Sky Ridge Hospital ▪ Senior Housing Living, 7 story building
<p><u>Inspection Specialties, Inc.</u></p> <p>Mike Rinow Special Inspections - Structural Steel</p>	<p>26 years of experience in field engineering activities, and special inspections.</p> <p><u>Certifications include:</u></p> <ul style="list-style-type: none"> ○ AWS CWI QCI 98042101 ○ API-570 33378 ○ Corporate Level III ○ RT, UT, MT & PT <p>Inspection Specialties, Inc. will include all equipment necessary and final report; testing for welds, high strength bolts, nondestructive testing, and various other welded related fabrications.</p>	<p>Inspection, Materials Testing & Observation of: Structural Steel & Welding Related Observation, & Non-Destructive Testing.</p> <p><u>Relevant Project Experience:</u></p> <ul style="list-style-type: none"> ▪ CDOT contract inspector for Bridges, High Mast Lights, Road Signs and signal poles. ▪ Broadwind-Ultrasonic Inspection of Fabrication on new wind turbine tower sections for Gamessa. ▪ Excel Energy-CWI services for reclud of bag houses for unit #1 Comanche Power Plant, Pueblo.

Experience of the Key Staff and Firm with Projects of Similar Scope and Complexity : Since, 1996, K+A has performed similar services and has been involved in various new construction, renovation, and facility addition projects throughout Adams County. Some of the Adams County projects we have been involved with are: **Adams County Human Services Building, Adams County Sheriff's Office, Adams County D.A. Building, Adams County Animal Shelter, Adams County Parks and Community Resources Administration Building, Brighton Pavilions, Vestas Wind Turbine Manufacturing Plant, and Bromley Park K-8 School.** Our key staff has gained valuable information pertaining to soil types, historical usage of the land surrounding the Adams County Human Services project site.

Workload: K+A can draw upon the expertise of 15 registered professional engineers, 2 professional geologists, over 100 field technicians and engineering laboratory technicians, and 20 support technical personnel. K+A can obtain manpower from any of our offices, if needed. Our manpower is present in our six offices located in Denver (HQ), Parker, Fort Collins, Colorado Springs, Glenwood Springs, and Summit County. Based on our understanding of anticipated work, we do not foresee any staffing concerns and are confident in our ability to work on the project concurrent with our existing work load and our projected work load.

TAB B



Testing, Inspection and Quality Control

Testing and Inspections: We will perform at minimum 70% of the required testing and inspection services for this project in-house. Our subconsultant, Inspection Specialties, Inc. (ISI) will provide the necessary certification/equipment for *structural steel* testing and inspection services.

Quality Control Plan: K+A confirms that our firm will coordinate with the Owner, Designer and Contractor to develop testing, inspection, quality control plans (when required) to ensure a high standard of quality is achieved.

Test or Inspection Report: Construction Phase – Materials Testing and Special Inspection Services: The materials testing and special inspection services provided by K+A include quality control testing and observation of earthwork, geotextiles, concrete, reinforcing steel, post-tension observation, masonry, structural steel (includes bolted and welded connections), fireproofing, asphalt, open excavation observations and observations of drilled shafts, and quality assurance observation and monitoring of these activities. Materials testing personnel working on your project will be fully qualified and experienced in various aspects of observation and testing.

The accurate reporting of test results in a timely manner is the central feature of the service provided by K+A. Formal test results will be typed, reviewed and mailed or emailed to all entities listed for report distribution. If a concrete break result is suspect, we will fax or email the test result to the appropriate parties immediately and then follow with the formal typed copy. If desired, we will post all test results on our secure website.

Our Quality Control methodology for construction observation and materials testing contains the following key components:

- **Field Files:** A project field file is established before actual field work begins. The engineering technician assigned to the project will be responsible for maintaining the field file. The field file will contain a project contact list, a summary of the specifications, required testing frequencies, Proctor test results, copies of all previous test results, and a summary of outstanding failing test results. The field file will allow the technician to rapidly reference pertinent specifications and to track outstanding failures.
- **Pre-project Meeting (internal):** Prior to our initial site visit, the Construction Services Manager, the Project Manager, and the project engineering technicians will meet to review the specifications and discuss any critical site issues.
- **Review:** Each test report is reviewed by the technician supervisor and/or Project Manager for accuracy and completeness.
- **Timeliness of Test Results:** Our goal is to send out completed daily test reports within three days of completing the test, and to report material test deficiencies and laboratory test results, such as concrete break strengths, as soon as they are known or available. Our success rate with respect to this goal is reviewed on a weekly basis.
- **Communication with the Project Team:** If problems are identified, the Project Manager or Construction Services Manager will contact the responsible party, and other appropriate team members, to discuss the problem and possible solutions.
- **Formalized Training:** All engineering technicians must have demonstrated proficiency for each type of test before they are allowed to perform the tests on a project. All of our technicians are required to obtain certifications for soils and concrete testing, and other certifications (e.g., asphalt and masonry) as their experience level and our needs warrant.
- **Equipment:** Field and laboratory equipment is calibrated per ASTM requirements.



- Certification: Our laboratory maintains certification by both the U.S. Army Corps of Engineers (USACE) and AASHTO Materials Reference Laboratories (AMRL).
- Test results and observations shall be document on the appropriate forms. The test data will be reviewed and approved by a Professional Engineer registered in the State of Colorado.

In-House Laboratory: We maintain a high-capacity, fully equipped and maintained geotechnical and materials testing laboratory specializing in performing a large volume of tests such as soil classifications, Proctors, swell-consolidation tests, and concrete tests. We are also equipped to perform direct shear testing, aggregate durability testing, corrosivity testing, and mix designs for concrete, asphalt, chemically-treated pavement subgrade materials, and soil-cement.

Reporting: K+A is flexible regarding how test results are reported. Digital copies of the reviewed reports and data can be posted on the web for immediate viewing or, if preferred, the reports can be mailed and/or emailed. For many years, K+A clientele have used our secure, web-based test reporting functionality, which speeds and simplifies access to project test results and information. A secure log-in consisting of a unique username and password for each client will be created via our web site (www.kumarusa.com). The pertinent records related to the services performed will be retained for a period of 7 years and made available to the Client when requested.

Furthermore, our engineering technicians can be equipped with a digital camera and a tablet enabling them to instantly upload and email reports, data, photographs and test results to their supervisors upon request. A draft copy of test and inspection results recorded each day for various disciplines will also be provided to the designated site personnel. Formal test results will be typed and reviewed, then mailed or electronically delivered to all listed and appropriate personnel for report distribution.

TAB C

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:

Kumar & Associates, Inc.

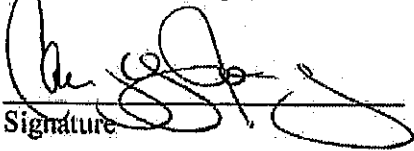
April 6, 2017

Company Name

Date

Carey Jones

Name (Print or Type)



Signature

Project Manager/
Construction Services Supervisor
Title

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



PROPOSAL FORM
MATERIALS TESTING AND INSPECTION FOR THE ANIMAL SHELTER.

VENDOR'S STATEMENT

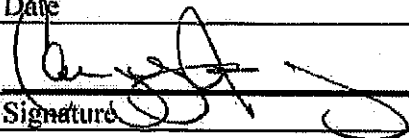
I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby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

One Hundred Thousand Dollars
Written Amount

\$ 100,000
Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda # _____
If None, Please write NONE.

Kumar & Associates, Inc.	April 6, 2017
Company Name	Date
2390 South Lipan Street	
Address	
Denver, Colorado 80223	Carey Jones
City, State, Zip Code	Printed Name
Denver	Project Manager/Construction Services Supervisor
County	Title
(303) 742-9700	(303) 742-9666
Telephone	Fax
cljones@kumarusa.com	
E-mail Address	

Verification of Qualifications:

In addition to the breakdown of the Fee Proposal, provide a verification of corporate and personnel experience as follows:

Business / Corporate Information:

Current Name of Firm: Kumar & Associates, Inc Place of Incorporation: Colorado

Other Names / Previous Names: N/A

Qualifications Confirmation:

Provide information indicating projects that the Firm was the prime testing and/or inspecting agency. We confirm that:

We have been in business longer than 5 years: Yes No

Our firm is in the business of construction materials testing, inspection, and quality control; and we can provide at least 70% of the work in-house: Yes No

We have the properly trained and certified staff, skills, and capacity to provide testing, inspections, and certified reports of compliance for this project: Yes No

We have performed construction testing on at least 5 building construction projects more than \$15 Million in construction value in the past 10 years: Yes No

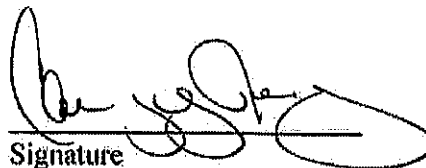
<u>Project Name & Year</u>	<u>Contractor</u>	<u>Construction Value</u>
<u>Denver VA Medical Center</u>	<u>Department of Veteran Affairs</u>	<u>\$600 Million +</u>
<u>Colorado State University of Fort Collins</u>	<u>Mike Rush, AIA, ICC University Architect</u>	<u>\$220 Million</u>
<u>Anschutz Inpatient Pavillion</u>	<u>University of Colorado, Hospital Facilities</u>	<u>\$144.8 Million</u>
<u>EPA Region 8 HQ Building</u>	<u>Opus Northwest, LLC</u>	<u>\$25 Million</u>
<u>RTD FasTracks Owner's Verification Testing Program</u>	<u>John Kirk, P.E., RTD</u>	<u>\$2 Billion</u>

Note: Adams County reserves the right to request validation or proof of any or all of the information described above or as provided in the Proposal. Proof shall consist of descriptions, references or similar information necessary to establish a substantive role of the Firm in the identified project.

Verification of Qualifications:

Carey Jones, Project Manager
Construction Services Supervisor

Name and Title (Printed)


Signature

April 6, 2017

Date



ENGINEERING AND FIELD TECHNICAL SERVICES

Principal Engineer.....	\$175.00/hr.
Senior Project Engineer/Geologist/Manager.....	\$145.00/hr.
Project Engineer/Geologist/Scientist.....	\$85.00/hr.
Staff Engineer/Geologist/Scientist.....	\$70.00/hr.
Project Supervisor.....	\$105.00/hr.
Construction Inspector I.....	\$65.00/hr.
Construction Inspector II.....	\$75.00/hr.
Environmental Specialist/Scientist.....	\$70.00/hr.
Environmental Field Technician/Geologist.....	\$65.00/hr.
Safety Professional.....	\$90.00/hr.
Project Administrator.....	\$90.00/hr.
Staff Administrator.....	\$55.00/hr.
Exploration Field Engineer/Technician/Geologist.....	\$60.00/hr.
Construction Materials Testing Technicians:	
▪ Field Observation.....	\$65.00/hr.
▪ Concrete.....	\$48.00/hr.
▪ Soils, Reinforcing Steel, Asphalt.....	\$50.00/hr.
▪ Piers, Masonry.....	\$55.00/hr.
▪ Fireproofing.....	\$75.00/hr.
▪ Structural Steel.....	\$75.00/hr.
▪ Post-Tensioning.....	\$55.00/hr.
▪ Floor Flatness.....	\$70.00/hr.
Word Processing.....	\$45.00/hr.
Drafting.....	\$60.00/hr.

OTHER DIRECT CHARGES

Auto or Pickup Mileage.....	No Charge
Out of Town Expenses, Travel, Rental, Etc.....	Cost + 15%
Expedited Laboratory Services: 1.35 x Test Price (See Note 14 on Reverse Side)	

LABORATORY TESTING

SOILS	CONCRETE AND MASONRY (continued)
Moisture Content (ASTM D-2216).....	Splitting Tensile Strength (ASTM C-496).....
Moisture Content & Density (ASTM D-2216).....	Floor Profiling.....
Gradation (ASTM D-422).....	Concrete Mix Analysis.....
Gradation with Hydrometer Analysis (ASTM D-422).....	Compressive Strength Mortar Cubes (ASTM C-109/109M).....
Double Hydrometer (ASTM D-4221).....	Compressive Strength of Grout.....
Percent Less than #200 Sieve (ASTM D-1140).....	Masonry Prisms Compressive Strength (ASTM C-1314)
Atterberg Limits (ASTM D-4318) Method A.....	Hollow Prism.....
Atterberg Limits (ASTM D-4318) Method B.....	Grout Filled Prism.....
Standard Proctor (ASTM D-698).....	Concrete Masonry Units
Modified Proctor (ASTM D-1557).....	Compressive Strength of Hollow Block.....
Soil/Cement Proctor (ASTM D-558).....	Absorption Analysis (set of 3).....
Proctor Checkpoint (ASTM D-698 or ASTM D-1557).....	Trimming of Laboratory Specimens.....
Relative Density (ASTM D-4253 and ASTM D-4254).....	Maturity Meter Calibration Curve.....
Specific Gravity (ASTM D-854).....	Maturity Meter Logger.....
Standard Swell-Consolidation (ASTM D-4546).....	Calcium Chloride Moisture Test Kits.....
Air Dried Swell-Consolidation.....	Relative Humidity Logger.....
Remolded Swell-Consolidation (ASTM D-4546).....	
Time/Consolidation (ASTM D-2435).....	AGGREGATES
Unconfined Compressive Strength (ASTM D-2166).....	Moisture Content (ASTM D-2216).....
Slake Durability (ASTM D-4644).....	Sieve Analysis (ASTM C-136).....
Pinhole Dispersion (ASTM D-4647).....	Percent Less than #200 Sieve (ASTM C-117).....
Crumb Test (ASTM D-6572).....	Clay Lumps & Friable Particles (ASTM C-142).....
Water Soluble Sulfates (AASHTO T-290, CP-L 2103).....	Flat or Elongated Particle (CP-33).....
pH (ASTM E-70).....	Fractured Faces (CP-45).....
Chloride (AASHTO T-291, CP-L 2104).....	Los Angeles Abrasion
Electrical Resistivity (ASTM G-57).....	1 1/2" Maximum (ASTM C-131).....
Organics (AASHTO T-267).....	3" Maximum (ASTM C-535).....
R-Value (ASTM D-2844).....	Sodium or Magnesium Sulfate Soundness
California Bearing Ratio (ASTM D-1883) 1-point.....	(ASTM C-88).....
California Bearing Ratio (ASTM D-1883) 3-point.....	Dry Rodded Unit Weight (ASTM C-29).....
Soil/Lime, Soil/Cement Mix Analysis.....	Specific Gravity and Absorption
(Standard 3-Point Mix Analysis; Cost May Vary Depending on Specification Requirements).....	(ASTM C-127 and ASTM C-128).....
Freeze/Thaw (ASTM D-560).....	Organic Impurities (AASHTO T-21).....
Wet/Dry (ASTM D-559).....	Aggregate Durability Index (AASHTO T-210).....
Compressive Strength of Soil-Cement (ASTM D-1633).....	Sand Equivalent (AASHTO T-176).....
Direct Shear/per point (ASTM D-3080).....	Lightweight Particles (ASTM C123).....
Unconsolidated-Undrained (Quick Test).....	Micro Deval (ASTM D6928).....
Residual Strength, Additional Per Carriage Reversal.....	Potential Alkali - Silica Reactivity, 3 Specimens, Fine Aggregate
Drained Tests Quoted on Project-Specific Basis.....	(ASTM C1260 and C1567).....
Soil Suction (ASTM D-6836 Method D).....	Potential Alkali - Silica Reactivity, 3 Specimens, Coarse Aggregate
	(ASTM C1260 and C1567).....
	ASPHALT
	Asphalt Binder Content (CP-L 5120).....
	Asphalt Binder Content/Gradation (CP-L 5120).....
	Asphalt Content Correction Factor (CP-L 5120).....
	Asphalt Content/Nuclear Method (AASHTO T-287).....
	Nuclear Oven Calibration (AASHTO T287).....
	Marshall Test, 3 Specimens (ASTM D-1559).....
	Bulk Specific Gravity and Thickness of Core
	(ASTM D-1188 and D-2726).....
	Maximum Theoretical Specific Gravity
	(ASTM D-2041).....
	Superpave Gyrotory Compaction, 3 Specimens (CP-L 5115).....
	Asphalt Mix Analysis.....
	Lottman Testing (CP-L 5109).....
	Hveem Stability (CP-L 5106).....
FIREPROOFING	
Density and Moisture Content (ASTM E-605).....	
Bond Strength (ASTM E-736).....	
MISCELLANEOUS	
Sample Preparation.....	
Asphalt/Concrete Coring.....	
CONCRETE AND MASONRY	
Concrete Compressive Strength (ASTM C-39).....	
Cylinders Cast by Others.....	
Concrete Flexural Strength (ASTM C-78).....	
Compressive Strength, Length and Density of Concrete Cores (ASTM C-42).....	

TERMS AND CONDITIONS
(Construction Materials Testing)

1. Invoices are due and payable upon presentation. Unpaid balance after 30 days shall be subject to a finance rate of 1.5% per month, which is an annual rate of 18.00%. Client agrees to pay interest, all the costs of collections, including attorney's fee and court costs.
2. Kumar & Associates, Inc., including officers, directors, owners, employees and agents, (Hereinafter referred to as Kumar) represents that the work will be performed with the care and skill ordinarily exercised by the members of the profession practicing in the locality where services were rendered. **NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE BY THE RENDERING OF CONSULTING SERVICES.**
3. **In recognition of the relative risks, rewards and benefits of the project to both the client and Kumar, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, Kumar's liability, and the liability of its past and present officers, and employees, to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of or relating to this agreement from any cause or causes, shall not exceed \$50,000 or Kumar's fee, whichever is greater. Such causes include, but are not limited to Kumar's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. If, prior to signing this contract, Client makes a written request to waive this limitation, an additional charge of \$250 or 4% of the fee (whichever is greater) will be made. The limitation of liability of this provision shall apply to any other party who may rely on Kumar's work pursuant to this agreement.**
4. Inherent in our dealings with clients is the confidentiality of all work performed for any client. All reports are submitted for the exclusive use of the client for whom it is addressed.
5. The significance of the report is subject to the adequacy and representative character of the samples tested as indicated in the reports and the comprehensiveness of the tests and observations. Quotation from our reports or use of Kumar's name is not permitted except as authorized in writing by Kumar.
6. Where a Proposal or Fee Estimate is provided for construction material testing and observation services, we will rely upon the General Contractor or Owner's designated representative to schedule those services in a timely manner (at least 24 hours notice) and within the proposed Scope of Work. This work is provided on time and material basis unless otherwise agreed to in writing.
7. This agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the termination party. If this agreement is terminated during the performance of services, Kumar shall be paid for the total amount of any work, which has been completed, and shall be paid for work in progress on the basis of Kumar's reasonable estimate of the portion completed prior to termination. Such payment shall constitute total payment for services rendered. Applicable clauses shall survive the termination of the contract.
8. For geotechnical studies and observations and materials testing, Kumar assumes there are no hazardous materials on the project site, unless otherwise informed. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Kumar and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Kumar and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Kumar to take immediate measures to protect health and safety. Client agrees to compensate Kumar for extra work. Client also recognizes there is a risk that sampling through an unknown contaminated zone may result in spread of contamination and in turn spreading hazardous materials off-site. Client recognizes nothing can be done to prevent such an occurrence because such sampling is a necessary aspect of the work, which Kumar will perform for Client's benefit. Client waives any claim against Kumar and agrees to defend, indemnify and save Kumar harmless from any claim or liability for injury or loss of any type arising from Kumar's discovery of unanticipated hazardous materials on site.
9. Any claims or disputes made during design, construction or post-construction between the Client and Kumar shall be submitted to non-binding mediation for a period of 30 days. If the disputes are not resolved in 30 days, the matter may be submitted to arbitration or litigated in the court of law, as solely determined by Kumar.
10. The Client, shall, to the fullest extent permitted by law, indemnify and hold harmless Kumar's officers, directors, owners, employees, agents and subconsultant's from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, except only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of Kumar.
11. Services include observation and testing of soils and materials only. Kumar does not assume any responsibility for work by others and shall not be responsible for actions of the Contractor.
12. Sampling and testing are performed in accordance with applicable standard test methods except when otherwise noted. All samples will be discarded upon completion of the test. Upon written request by the Client, samples will be returned and/or stored at an agreeable charge. Concrete cylinders cast and cured on a "hold" basis will be charged, regardless of whether they are tested.
13. Time spent in portal-to-portal travel in the interest of the job will be charged at the appropriate hourly rate.
14. Laboratory services are considered expedited when new testing is assigned a higher priority than other testing programs in progress.
15. Rates are subject to change **30 days** from proposal date.
16. A fuel surcharge may be added to each invoice, as outlined in the attached proposal. This is being done to help offset the recent increase in fuel prices and will allow us to keep our hourly unit rates competitive.



K+A KUMAR & ASSOCIATES, INC.

Fort Collins
970-416-9045

Colorado Springs
719-632-7009

Denver (HQ)
303-742-9700

Glenwood Springs
970-945-7988

Parker
303-841-7119

Summit County
970-468-1989 | 970-368-4779