

PURCHASE OF SERVICE AGREEMENT 2015.134

THIS AGREEMENT ("Agreement") is made this 29th day of December 2015, 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 and 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 IFB 2015.134 and the Contractor's response to the IFB 2015.134 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.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one 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, the not to exceed amount of one hundred thousand dollars (\$100,000.00).

- 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 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 or policies required under this Agreement.

9. WARRANTY:

- 9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the

Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. 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.
- 10.2. 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.

11. MUTUAL UNDERSTANDINGS:

- 11.1. 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.
- 11.2. 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).
- 11.3. 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.
- 11.4. 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.

- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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:

Department: Adams County Facilities Operations Department
Contact: Mike Goins, Director
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6056
E-mail: bbonasera@adcogov.org

Department: Adams County Purchasing
Contact: Bethany Bonasera, Contract Administrator
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6056
E-mail: bbonasera@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Kumar & Associates, Inc.
Contact: Carey Jones, Project Manager
Address: 2390 South Lipan Street
City, State, Zip: Denver, Colorado 80223
Phone: 303-742-9700
E-mail: kadenver@kumarusa.com

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- 11.9. 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.

- 11.10. 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.
- 11.11. 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.
- 11.12. 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.

12. CHANGE ORDERS OR EXTENSIONS:

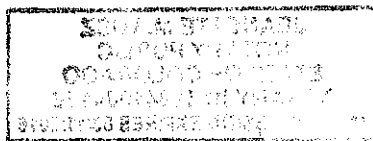
- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for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

13. 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:

- 13.1. 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.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. 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.
- 13.4. 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.

- 13.5. 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.
- 13.6. 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.
- 13.7. 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).
- 13.8. 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.

The remainder of this page is left blank intentionally.



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

County Manager

Todd Leopold Date 12/29/15
Todd Leopold

Kumar and Associates, Inc.

James A. Noll Date 12-16-2015
Signature

James A. Noll Title President
Printed Name

Attest:

Stan Martin, Clerk and Recorder

Phanna
Deputy Clerk

Approved as to Form:

D. Lett
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

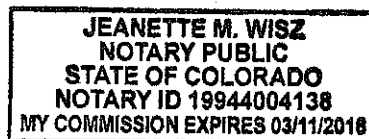
COUNTY OF DENVER

STATE OF COLORADO)SS.

Signed and sworn to before me this 16TH day of DECEMBER, 2015,

by JAMES A. NOLL,

Jeanette M. Wisz
Notary Public



My commission expires on: 3-11-2018

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. 12-16-2015
Company Name Date

James A. Noll
Signature

James A. Noll
Name (Print or Type)

Resident
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



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), Colorado Springs, Fort Collins, and Frisco, Colorado

November 6, 2015

Adams County Administration Building
Attn: Mr. Loren Imhoff, Purchasing Manager
4430 South Adams County Parkway, 4th Floor, C4000A
Brighton, Colorado 880601

Subject: Letter of Transmittal for Materials and Inspection Testing for the Adams County
Human Services Building, Adams County, Colorado.

Dear Sir or Madam:

Kumar & Associates, Inc. (K+A) is pleased to present our materials and inspection testing qualifications for the Human Services Center Addition 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 Sheriff's Office
- Adams County Animal Shelter
- 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

Project Qualifications, Organization and Staffing (2 pages)



Project Qualifications: K+A was incorporated in 1989, and is a Small Business (SB) as defined by The U.S. Small Business Administration, as well as a Disadvantage Business Enterprise (DBE) as defined by the State of Colorado and the City and County of Denver. Our staff consists of over 80 professional engineers and geologists, environmental scientists, engineering technicians, and support personnel. We have **9 registered professional engineers**, and **32 aptly certified engineering technicians**. Our headquarters is in Denver, with three additional locations in Fort Collins, Colorado Springs, and Frisco, 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	32 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	24 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
Dave Bottoms Field Technician	25 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.	Inspection, Materials Testing & Observation of: Reinforced Concrete Construction, Drilled Piers, Structural and Non-Structural Masonry Observation & Post Tension Cables.

Kumar and Associates, Inc.

Key Team Member	Qualifications	Relevant Experience
	Certifications include: <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 	Relevant Project Experience: <ul style="list-style-type: none"> ▪ Adams County D.A. Building ▪ Denver Justice Center ▪ Denver Police Academy - Improvement projects
Dave Kos Field Technician	11 years of experience in construction observation and testing. Certifications include: <ul style="list-style-type: none"> ▪ ACI Concrete Field Testing Technician- Grade I ▪ WAQTC Soils ▪ Nuclear Density Gauge Operator 	Inspection, Materials Testing & Observation of: Earthfills, Concrete, Asphalt, Reinforcing Steel, & Masonry Construction. Relevant Project Experience: <ul style="list-style-type: none"> ▪ Colorado Convention Center Hyatt Hotel ▪ Sky Ridge Hospital ▪ Senior Housing Living, 7 story building
Inspection Specialties, Inc. Mike Rinow Special Inspections - Structural Steel	22 years of experience in field engineering activities, and special inspections. Certifications include: <ul style="list-style-type: none"> ○ AWS CWI QCI 98042101 ○ API-570 33378 ○ Corporate Level III ○ RT, UT, MT & PT 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.	Inspection, Materials Testing & Observation of: Structural Steel & Welding Related Observation, & Non-Destructive Testing. Relevant Project Experience: <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 re clad 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 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 9 registered professional engineers, 3 professional geologists, over 40 field technicians and engineering laboratory technicians, and 10 support technical personnel. K+A can obtain manpower from any of our offices, if needed. Our manpower is present in our four offices located in Denver (HQ), Fort Collins, Colorado Springs, and Frisco. 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.

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.

Kumar and Associates, Inc.

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:

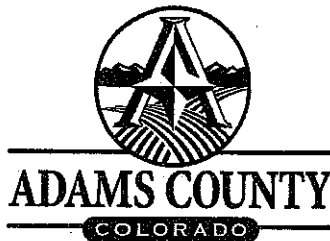
- **Field Files:** A project field file is established before actual field work begins. The engineering technician assigned to the project will be responsible for maintaining the field file. The field file will contain a project contact list, a summary of the specifications, required testing frequencies, 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.

Kumar and Associates, Inc.

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.



BID FORM

SOIL AND MATERIALS TESTING FOR THE ~~FLATROCK TRAINING FACILITY.~~

HUMAN SERVICES BUILDING IFB 2015.34

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

\$ 100,000

Written Amount

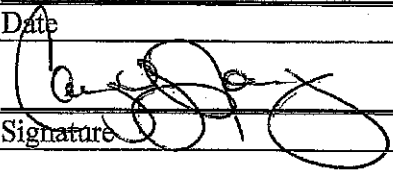
Dollars

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # NONE

Addenda # _____

If None, Please write NONE.

Kumar & Associates, Inc.	11/06/2015
Company Name	Date
2390 South Lipan Street	
Address	Signature
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	

ENGINEERING AND FIELD TECHNICAL SERVICES

Principal Engineer	\$165.00/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	\$100.00/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

Moisture Content (ASTM D-2216)	\$10.00 ea.
Moisture Content & Density (ASTM D-2216)	\$15.00 ea.
Gradation (ASTM D-422)	\$75.00 ea.
Gradation with Hydrometer Analysis (ASTM D-422)	\$150.00 ea.
Double Hydrometer (ASTM D-4221)	\$225.00 ea.
Percent Less than #200 Sieve (ASTM D-1140)	\$25.00 ea.
Atterberg Limits (ASTM D-4318) Method A	\$75.00 ea.
Atterberg Limits (ASTM D-4318) Method B	\$45.00 ea.
Standard Proctor (ASTM D-698)	\$85.00 ea.
Modified Proctor (ASTM D-1557)	\$95.00 ea.
Soil/Cement Proctor (ASTM D-558)	\$125.00 ea.
Proctor Checkpoint (ASTM D-698 or ASTM D-1557)	\$45.00 ea.
Relative Density (ASTM D-4253 and ASTM D-4254)	\$175.00 ea.
Specific Gravity (ASTM D-854)	\$75.00 ea.
Standard Swell-Consolidation (ASTM D-4546)	\$60.00 ea.
Air Dried Swell-Consolidation	\$65.00 ea.
Remolded Swell-Consolidation (ASTM D-4546)	\$75.00 ea.
Time/Consolidation (ASTM D-2435)	\$325.00 ea.
Unconfined Compressive Strength (ASTM D-2166)	\$50.00 ea.
Slake Durability (ASTM D-4644)	\$100.00 ea.
Pinhole Dispersion (ASTM D-4647)	\$150.00 ea.
Crumb Test (ASTM D-6572)	\$50.00 ea.
Water Soluble Sulfates (AASHTO T-290, CP-L 2103)	\$45.00 ea.
pH (ASTM E-70)	\$35.00 ea.
Chloride (AASHTO T-291, CP-L 2104)	\$45.00 ea.
Electrical Resistivity (ASTM G-57)	\$125.00 ea.
Organics (AASHTO T-267)	\$50.00 ea.
R-Value (ASTM D-2844)	\$270.00 ea.
California Bearing Ratio (ASTM D-1883)	
1-point	\$150.00 ea.
3-point	\$375.00 ea.
Soil/Lime, Soil/Cement Mix Analysis	\$2,000.00 ea.
(Standard 3-Point Mix Analysis; Cost May Vary Depending on Specification Requirements)	
Freeze/Thaw (ASTM D-560)	\$350.00 ea.
Wet/Dry (ASTM D-559)	\$350.00 ea.
Compressive Strength of Soil-Cement (ASTM D-1633)	\$50.00 ea.
Direct Shear/per point (ASTM D-3080)	
Unconsolidated-Undrained (Quick Test)	\$150.00 ea.
Residual Strength, Additional Per Carriage Reversal	\$50.00 ea.
Drained Tests Quoted on Project-Specific Basis	
Soil Suction (ASTM D-6836 Method D)	\$50.00 ea.

FIREPROOFING

Density and Moisture Content (ASTM E-605)	\$30.00 ea.
Bond Strength (ASTM E-736)	\$25.00 ea.

MISCELLANEOUS

Sample Preparation	\$50.00/hr.
Asphalt/Concrete Coring	\$75.00/hr.

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.

CONCRETE AND MASONRY (continued)

Splitting Tensile Strength (ASTM C-496)	\$25.00 ea.
Floor Profiling	\$75.00/hr.
Concrete Mix Analysis	\$2,000.00 ea.
Compressive Strength Mortar Cubes (ASTM C-109/109M)	\$20.00 ea.
Compressive Strength of Grout	\$25.00 ea.
Masonry Prisms Compressive Strength (ASTM C-1314)	
Hollow Prism	\$65.00 ea.
Grout Filled Prism	\$75.00 ea.
Concrete Masonry Units	
Compressive Strength of Hollow Block	\$35.00 ea.
Absorption Analysis (set of 3)	\$50.00/set
Trimming of Laboratory Specimens	\$50.00/hr.
Maturity Meter Calibration Curve	\$500.00 ea.
Maturity Meter Logger	\$60.00 ea.
Calcium Chloride Moisture Test Kits	\$25.00 ea.
Relative Humidity Logger	\$45.00 ea.

AGGREGATES

Moisture Content (ASTM D-2216)	\$10.00 ea.
Sieve Analysis (ASTM C-136)	\$75.00 ea.
Percent Less than #200 Sieve (ASTM C-117)	\$25.00 ea.
Clay Lumps & Friable Particles (ASTM C-142)	\$50.00 ea.
Flat or Elongated Particle (CP-33)	\$65.00 ea.
Fractured Faces (CP-45)	\$55.00 ea.
Los Angeles Abrasion	
1 1/2" Maximum (ASTM C-131)	\$125.00 ea.
3" Maximum (ASTM C-535)	\$150.00 ea.
Sodium or Magnesium Sulfate Soundness (ASTM C-88)	\$325.00 ea.
Dry Rodded Unit Weight (ASTM C-29)	\$30.00 ea.
Specific Gravity and Absorption (ASTM C-127 and ASTM C-128)	\$75.00 ea.
Organic Impurities (AASHTO T-21)	\$40.00 ea.
Aggregate Durability Index (AASHTO T-210)	\$75.00 ea.
Sand Equivalent (AASHTO T-176)	\$75.00 ea.
Lightweight Particles (ASTM C123)	\$140.00 ea.
Micro Deval (ASTM D6928)	\$125.00 ea.
Potential Alkali - Silica Reactivity, 3 Specimens, Fine Aggregate (ASTM C1260 and C1567)	\$500.00 ea.
Potential Alkali - Silica Reactivity, 3 Specimens, Coarse Aggregate (ASTM C1260 and C1567)	\$600.00 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.
Lotman Testing (CP-L 5109)	\$425.00 ea.
Hveem Stability (CP-L 5106)	\$325.00 ea.

Form of Proposal / Fee Breakdown:

Anticipating a total contract value at \$100,000, provide a Time and Materials (Hourly or Unit Rate Cost) cost sheet for the duration of the project. In addition, provide a Sub-Consultant Mark-Up not-to-exceed rate for any testing or inspection work not able to be performed "in-house" that may need to be sub-contracted.

Hourly / Service Fee Schedule:

Please attach an Hourly Fee Schedule by position title. If available, please attach an additional service schedule including Hourly Service/Testing/Lab/Materials fees for self-performed services.

Sub-Consultant Mark-Up:

Professional's Mark-Up Rate for Sub-Consultants (*Not to Exceed*): 10
_____%

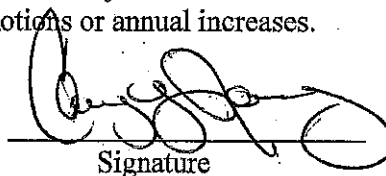
Also attach any known sub-consultant/sub-contractors Time and Material (Hourly) cost sheet.

Fee Proposal Clarifications:

- A. All Bids must be furnished exclusive of taxes.
- B. Reimbursable expenses shall be a Not-To-Exceed value billed only as expended.
- C. Special services may be requested by the Owner for work not currently included in this project. Work under this provision requires prior authorization by Owner.
- D. To be included with the Hourly Fee Schedule, indicate your percentage markup for sub-consultants that the firm may employ or utilize in the performance of the project. Fee schedule shall not be adjusted once a bidder is selected on this bid, including for personnel promotions or annual increases.

Carey Jones

Name and Title Printed
Project Manager/
Construction Services Supervisor



Signature

11/06/2015

Date

BID QUALIFICATION CHECKLIST

Verification of Qualifications:

In order to participate in this Formal Invitation for bid you must qualify by answering the questions below.

Business / Corporate Information:

Kumar & Associates, Inc.
Current Name of Firm: _____ 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: X 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: X 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: X Yes No

We have performed construction testing on at least 5 building construction projects more than \$25 Million in construction value in the past 10 years: X Yes No

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

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

Name and Title(Printed)

Signature

Date

11/06/2015

Project Manager/

Construction Services Supervisor

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.

Company Name

11/06/2015

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

Form

W-9(Rev. December 2014)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
Kumar & Associates, Inc.

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
2390 South Lipan Street

6 City, state, and ZIP code
Denver, CO 80223

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

8	4	-	1	1	9	3	3	0
---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person ▶Date ▶ **11/3/15****General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Colorado, LLC Prof Liab P.O. Box 7050 Englewood CO 80155		CONTACT NAME: PHONE (A/C No., Ext): 800-873-8500 FAX (A/C No.): 303-831-5295 E-MAIL ADDRESS:		
INSURED KUMARASC Kumar and Associates, Inc. 2390 S. Lipan Street Denver CO 80223		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hudson Insurance Company		25054
		INSURER B: Phoenix Insurance Company		25623
		INSURER C: Travelers Property Cas. Co. of Amer		25674
		INSURER D: Travelers Indemnity Company		25658
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER: 1320308607

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6807290L319	1/1/2015	1/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000 <input type="checkbox"/> CLAIMS-MADE	Y	Y	ZUP14N1949815NF	1/1/2015	1/1/2016	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB4000T760	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability incl. Pollution Claims Made			AEE7126710	4/1/2015	4/1/2016	Per Claim \$2,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability and Additional Insured's under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. The General Liability and Umbrella/Excess insurance applies on a primary and non-contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability. See Attached...

CERTIFICATE HOLDER

CANCELLATION

Adams County
4430 South Adams County Parkway
Fourth Floor, C4000A
Brighton CO 80601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Valerie Howard

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AGENCY CUSTOMER ID: KUMARASC

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY USI Colorado, LLC Prof Liab		NAMED INSURED Kumar and Associates, Inc. 2390 S. Lipan Street Denver CO 80223	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.
15-222 Proposal ppe
Adams County to be named as additional Insured



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Keller-Lowry Insurance Inc 1777 S Harrison St #700 Denver CO 80210		CONTACT NAME: Heather Wilt PHONE (A/C No. Ext): (303) 756-9909 FAX (A/C No.): (303) 756-8818 E-MAIL ADDRESS: icanhelp@kellerlowry.com	
INSURED Kumar & Associates Inc 2390 S Lipan St Denver CO 80223		INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Companies NAIC # 22543 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 15-16 BA

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COMP \$250 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> COLL \$1,000	X	Y	CA3231215 Blkt A1 Form CAE0131 Waiver Form CAE0131	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						EACH OCCURRENCE \$ AGGREGATE \$ \$ WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Job Ref: 15-222 Proposal ppe

Adams County is Additional Insured, with Waiver of Subrogation, for Auto Liability as required by written contract with Insured subject to the terms and conditions of the policy contract.

CERTIFICATE HOLDER**CANCELLATION**

Adams County
4430 South Adams
County Parkway, Fourth Floor
Brighton, CO 80601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

T Sibelius CIC CRM/HM



FORT COLLINS
970.416.9045

COLORADO SPRINGS
719.632.7009

DENVER (HQ)
303.742.8700

FRISCO
970.366.4779

DBE | MBE | SBE | SB

Kumar & Associates, Inc.