



**PUBLIC WORKS DEPARTMENT  
MEMORANDUM #2015 – 18**

DATE: March 9, 2015  
TO: Honorable Mayor Joyce Downing and City Council Members  
FROM: John R. Pick, City Manager   
David H. Willett, Director of Public Works   
SUBJECT: Council Resolution 39  
E.112<sup>th</sup> Ave Roadway Construction – Material Testing Services Contract

---

**BACKGROUND**

As part of the East 112<sup>th</sup> Ave Corridor Improvements Project materials testing is required to ensure that the products used for construction meet the requirements of project standards and specifications. Geotechnical engineering firms provide these services as part of the quality control/quality assurance process.

On January 12, 2015 the City issued a request for proposal (RFP) for consultant's consideration. A mandatory pre-bid meeting was held on January 26, 2015 in which ten (10) consultants attended. On February 12, 2015 seven proposals were received from geotechnical engineering firms to provide quality control (material testing) services. Proposals prices ranged from \$48,374 to 145,118.00. Two firms were deemed non-responsive during the review of the proposals leaving five (5) qualified proposals. During the review process City staff ranked each proposal based on overall qualifications, hours and tests provided for each task, and staff associated with each task. Based on the review and overall ranking it was determined that Kumar and Associates was the lowest responsible bidder in the amount of \$57,257.50.

**BUDGET/TIME IMPLICATIONS**

Work completed under this contract will be expensed to the 4.0 Mill Levy, Capital Improvement account.

East 112 <sup>th</sup> Ave Material Testing	(\$57,257.50)
East 112 <sup>th</sup> Ave Material Testing Contingency (20%)	(\$11,451.50)

In order to provide adequate material testing services a 20% contingency is being requested for this contract. Material testing services are estimated on a typical time and material contract which is based on the number of tests performed. Due to variances in construction production (i.e. unknown conditions, weather, etc.) tasks performed may change from day to day from what was originally assumed for bidding purposes. Thus, trying to estimate the exact amount of testing is more of an art than a science. Therefore, staff is recommending a higher contingency than normal.

**RECOMMENDATION**

Attached to this memorandum is a Resolution that, if approved, would,

1. Authorize the Mayor to execute a contract between the City of Northglenn and **Kumar and Associates** for the East 112<sup>th</sup> Ave Materials Testing Services in the amount of **\$57,257.50**,
2. And authorize the City Manager, on behalf of the City, to approve changes in the scope of work and execute relevant change orders up to the approved expenditure limit of **\$68,709.00**

Staff recommends approval of this Resolution.

## 2 | E. 112<sup>th</sup> Ave Material Testing Services

### STAFF REFERENCE

Kent Kisselman, PE, Engineering Manager

Gregory Yanker, PE, Lead Engineer

[kkisselman@northglenn.org](mailto:kkisselman@northglenn.org)

303.450.4005

[gyanker@northglenn.org](mailto:gyanker@northglenn.org)

303.450.8780

### ATTACHMENTS

- Resolution
- Bid Summary
- Professional Services Agreement



CITY OF NORTHGLENN  
FORMAL BID SUMMARY

BID NUMBER: RFP-2015-02

BID NAME: 112th Avenue Material Testing

DEPARTMENT: Public Works

	Around Engineering consultants, Inc.	A.G. Wassenaar, Inc.	Ninyo & Moore	Terracon consultants, Inc.	Geocal, Inc.
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 02/12/15	DATE: 2/12/15	DATE: 2/12/15	DATE: 2/12/15	DATE: 2/12/15	DATE: 2/12/15
TIME: 2:00 p.m. MST	TIME: 9:59am	TIME: 11:50am	TIME: 12:00pm	TIME: 12:19pm	TIME: 12:41pm
Addendum	Yes	Yes	Yes	Yes	Yes
Base proposal cost	\$48,374.00	\$74,610.00	\$145,118.00	\$63,438.50	\$66,027.00
Responsive	Yes	Yes	No	Yes	Yes

Scott Nohr  
FINANCE DEPARTMENT

Crystal Messick  
CITY CLERK'S OFFICE

02/12/2015  
DATE

Modified by Engineering Department to include price and



CITY OF NORTHGLENN  
FORMAL BID SUMMARY

BID NUMBER: RFP-2015-02

BID NAME: 112th Avenue Material Testing

DEPARTMENT: Public Works

	Kumar & Associates, Inc.	Professional Service Industries, Inc. (PSI)			
	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED	BID RECEIVED
DATE DUE: 02/12/15	DATE: 2/12/15	DATE: 2/12/15	DATE:	DATE:	DATE:
TIME: 2:00 p.m. MST	TIME: 1:00pm	TIME: 1:59pm	TIME:	TIME:	TIME:
Addendum	Yes	NO			
Base proposal cost	\$57,257.20	None submitted			
Responsive	Yes	No			

Betty Nohr  
FINANCE DEPARTMENT

Crystal Messick  
CITY CLERK'S OFFICE

02/12/2015  
DATE

Modified by Engineering  
Department to include price and

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-39  
Series of 2015

\_\_\_\_\_  
Series of 2015

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND KUMAR AND ASSOCIATES, INC. FOR E. 112<sup>TH</sup> AVENUE MATERIALS TESTING SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and Kumar and Associates, Inc., attached hereto, in the amount of \$57,257.50 with a twenty percent (20%) contingency of \$11,451.50 for a total amount not to exceed \$68,709.00 for materials testing services for the E. 112<sup>th</sup> Avenue Roadway Improvements Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CAROL DODGE  
Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and Kumar & Associates, Inc (hereinafter referred to as "Consultant").

**RECITALS:**

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

**II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

**III. OWNERSHIP OF WORK PRODUCT**

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed fifty seven thousand two hundred fifty seven dollars and fifty cents(\$57,257.50). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

## **V. COMMENCEMENT AND COMPLETION OF WORK**

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

## **VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

## **VII. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

### **VIII. ILLEGALALIENS**

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop



employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant 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 who is performing work under the Agreement.

D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

## **IX. INDEMNIFICATION**

A. INDEMNIFICATION – GENERAL: The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall, to the fullest extent permitted by law, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant shall, to the fullest extent permitted by law, respond to, liability, claims or demands at the expense of Consultant in connection with liability, claims or demands. Consultant shall, to the fullest extent permitted by law, indemnify the City. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

## **X. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations

assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn  
Attn: Terrie Pineda  
11701 Community Center Drive  
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so

paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat., §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

#### **XI. NON-ASSIGNABILITY**

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

#### **XII. TERMINATION**

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

#### **XIII. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

#### **XIV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

#### **XV. INDEPENDENT CONTRACTOR**

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

#### **XVI. NO WAIVER**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

**XVII. ENTIRE AGREEMENT**

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

**XVIII. SUBJECT TO ANNUAL APPROPRIATION**

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

**XIX. NOTICE**

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:      City of Northglenn  
                    11701 Community Center Drive  
                    Northglenn, Colorado 80233-8061

Consultant:    Kumar & Associates, Inc  
                    2390 South Lipan  
                    Denver, CO 80223

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**CITY OF NORTHGLENN, COLORADO**

By: \_\_\_\_\_

Joyce Downing  
Print Name

Mayor  
Title Date

ATTEST:

\_\_\_\_\_  
Johanna Small, CMC Date  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corey Y. Hoffmann Date  
City Attorney

**CONSULTANT:**

By: James A. Noll  
James A. Noll

Print Name

President 3-4-2015  
Title Date

ATTEST:

By: Narendra Kumar  
NARENDA KUMAR  
Print Name

CEO  
Title Date

City's Project Manager  
\_\_\_\_\_



**EXHIBIT A**  
**PROJECT DESCRIPTION, PROPOSAL REQUIREMENTS, SCOPE OF SERVICES –**  
**REVISED**

**I. PROJECT DESCRIPTION**

The City of Northglenn is requesting material testing services for the East 112<sup>th</sup> Ave Corridor Improvements project. The technical specifications and construction drawings can be found in **Attachment 1 and 2** respectively.

To complete this objective the City will require the following services:

- A. PROJECT ADMINISTRATION
- B. COMPACTION MATERIAL TESTING
- C. CONCRETE MATERIAL TESTING
- D. ASPHALT MATERIAL TESTING
- E. WEEKLY PROJECT MEETING ATTENDANCE

**II. PROPOSAL REQUIREMENTS**

The Consultant shall submit one (1) hard copy of the proposal and one electronic version (PDF) on CD. The proposal is not intended to be an expansive or elaborate document, but it should be thoughtfully composed and easy to understand. The proposal shall include a Cover Letter. The body of the proposal shall be no longer than five (5) pages, not including cover letter, current rate sheet, and resumes. The rate sheet and resumes shall be placed in the appendix. *The final selection will not be based solely on cost.*

The proposal shall include the following items:

- **Cover Letter** – Introduce your firm and the project team, including sub-consultants and sub-contractors. Provide an overview of your firm's experience specific to the scope of work.
- **Reference Projects and Professional References** – Provide a detailed description of three (3) similar material testing projects of similar size and scope completed in Colorado within the last three years. Include overall scope of services performed. Provide a professional reference and contact information for each project selected.
- **Material Testing Procedures** – Provide a detailed outline and itemized costs for each of the components identified under the scope of services. Provide a detailed explanation of any additional work that might be required beyond the scope of services requested in this RFP.
- **Rate Schedule** – Include a 2015 fee schedule that will be applicable to all charges (time, material, overhead, and mark-up) for the each scope of work.

A copy of the City's standard professional services agreement is attached for reference. Exceptions to the agreement shall be submitted in writing for review during the question period. The City will address exception requests via addendum. The City will not negotiate any further changes to the agreement after the proposal submission due date.

### **III. SCOPE OF SERVICES**

#### **A. PROJECT ADMINISTRATION**

- Review of all construction drawings and technical specifications to become aware of all material testing requirements and frequency of testing. The order of precedence for material testing shall be project specific technical specifications and drawings, Northglenn Right of Way Standards and Specifications, CDOT Road and Bridge Construction Standards and Specifications.
- Attendance at the pre-construction conference.
- Consultant will be required to include in the proposal all scheduling and administrative time required to work with both contractor and construction management firm to schedule all testing. Testing times will vary throughout the day and week based on contractor production rates and frequency of testing. Firm shall make available staff to meet the materials testing frequency. Testing is not anticipated to take on weekends or holidays.

#### **B. COMPACTION MATERIAL TESTING**

- Consultant shall supply all material and labor to complete all material testing per a lump sum basis. Frequency of testing has been described in the standards and specifications listed above. All cost shall include all travel time and other incidental costs associated with compaction material testing.
- The collection of four standard proctors to determine optimum moisture density relationships. Two to be collected for insitu fill material for trench compaction. Two to be collected for roadway material.
- Collection of two standard proctors to determine optimum moisture density relationships for haul material to be used as roadway backfill material.
- Moisture density testing for all compaction of trench material in accordance with standards and specifications. Use of nuclear density gages in accordance with ASTM standards shall be used. Frequency shall be per standards and specifications listed above.
- Moisture density testing for all compaction of roadway material as described in the standards and specifications. Use of nuclear density gages in accordance with

ASTM standards shall be used. Frequency shall be per standards and specifications listed above.

**C. CONCRETE MATERIAL TESTING**

- Consultant shall supply all material and labor to complete all material testing per a lump sum basis. Frequency of testing has been described in the standards and specifications listed above. All cost shall include all travel time and other incidental costs associated with concrete material testing.
- Concrete material testing shall include all slump and 7 and 28 day compression strength testing. All testing shall in accordance with ASTM standards.

**D. ASPHALT MATERIAL TESTING**

- Consultant shall supply all material and labor to complete all material testing per a lump sum basis. Frequency of testing has been described in the standards and specifications listed above. All cost shall include all travel time and other incidental costs associated with asphalt material testing.
- Asphalt material testing shall in accordance with CDOT standards and specifications. Asphalt material testing shall include mix design verification per CDOT standards and compaction testing per CDOT standards.

**E. WEEKLY PROJECT MEETING ATTENDANCE**

- Consultant shall attend all weekly project meetings. Consultant shall be prepared to discuss any material testing issues or discrepancies for standards.
- Consultant shall supply a final letter indicating that all testing has been completed in conformance to the plans and specifications which includes all material testing results. Information shall be submitted in report format with testing results in the appendix.
- It is assumed that the duration of construction is for 9 months for bidding purposes.



## Material Testing Procedures

### Exhibit A

#### **Scope of Services**

We anticipate that a simplified Project Approach will be as follows:

1. Attend initial project meeting, preconstruction meeting, and weekly construction meetings as deemed necessary.
2. Provide an engineering technician on a part-time or full-time basis as needed to sample, test and document all materials generated and produced on the project. The technicians will be equipped with adequate equipment to provide the testing including nuclear moisture-density gauges, thin lift nuclear moisture-density gauges, concrete air meters, slump cones and maturity meter probes.
3. Scheduling of the planned work will be on a daily basis through the designated Project Engineer. Technician time spent on the site will also be coordinated with the Project Engineer.
4. Submit field logs on a daily basis to the Project Engineer. The field logs will include field tests and results and sample collection for laboratory testing. The project engineer will also be contacted on a daily basis for sample test non-compliance.
5. Perform laboratory testing on the samples obtained in the field. The laboratory testing will be performed at the K+A main laboratory facility. Laboratory test results will be returned with 18 to 24 hours. The test results will be available by a password protected, electronic reporting system through our web site.
6. The collection of samples, field testing, and laboratory testing will be based on the minimum sampling and testing requirements outlined in the Project Special Provisions as well as the CDOT Field Materials Manual. The technician will review project quantities on a weekly basis to ensure that sufficient tests have been performed for all material placed to date on the project. Based on the bid quantities provided, the minimum materials sampling and testing requirements are attached.
7. Test results and observations shall be documented on the appropriate forms. The test data will be reviewed and approved by a Professional Engineer registered in the State of Colorado.
8. Provide a Final Materials Documentation report upon completion of the Project that is stamped and signed by a Professional Engineer registered in the State of Colorado.

#### **Understanding of Critical Issues**

K+A will assign personnel to staff the work and keep the same personnel throughout the entire duration of the project. This way the field personnel know the project team and area(s) where work is being performed thus promoting continuity. The field/compaction testing frequencies listed within the project documents will be viewed as minimum requirements and the personnel assigned will be briefed to be sure that minimum requirements are met and in most cases exceeded. We will coordinate with the Project Engineer on a daily basis in order to be apprised on the project quantities placed to date. Project oversight will also play a key role in assuring that all testing is accomplished in a timely manner and that reporting is also timely and accurate. Reporting of the test results is also imperative to the success of the project. K+A is committed to provide the laboratory test results within 18 to 24 hours or less of material placement. Our laboratory services provides for split shift staffing where technicians are completing the testing well into the evening and night where essentially the test results are available prior to next days production.

**“EXHIBIT A – Scope of Services – Page 1 of 1”**

## Exhibit B

### Fee Estimate:

Based on the scope of work, information provided and our experience on similar projects in which we have completed in the past, a breakdown of the proposed fee estimate to complete the services is as follows:

#### A. Project Administration

Project Manager: 3 hrs @ \$155/hr.....	\$ 465.00
Project Supervisor: 39 hrs @ \$95/hr.....	\$ 3,705.00
Word Processing: 40 hrs @ \$45/hr.....	\$ 1,800.00
<b>Subtotal.....</b>	<b>\$ 5,970.00</b>

#### B. Compaction Material Testing

Engineering Technician: 250 hrs @ \$48/hr.....	\$ 12,000.00
Standard Proctors 6 @ \$85/ea.....	\$ 510.00
Gradations 6 @ \$75/ea.....	\$ 450.00
Atterberg Limits 6 @ \$45/ea.....	\$ 270.00
<b>Subtotal .....</b>	<b>\$ 13,230.00</b>

#### C. Concrete Material Testing

Engineering Technician: 335 hrs @ \$46/hr.....	\$ 15,410.00
Compressive Strength Cylinders 400 @ \$10/ea.....	\$ 4,000.00
<b>Subtotal .....</b>	<b>\$ 19,410.00</b>

#### D. Asphalt Material Testing

Engineering Technician: 120 hrs @ \$48/hr.....	\$ 5,760.00
Asphalt Contents 14 @ \$80/ea.....	\$ 1,120.00
Maximum Theoretical Specific Gravities 14 @ \$80/ea.....	\$ 1,120.00
Gradations 8 @ \$80/ea.....	\$ 640.00
Superpave Gyrotory Compactions 14 @ \$175/ea.....	\$ 2,450.00
Hveem Stabilities 2 @ \$325/ea.....	\$ 650.00
Lottmans 2 @ \$425/ea.....	\$ 850.00
Bulk Specific Gravities 20 @ \$25/ea.....	\$ 500.00
<b>Subtotal.....</b>	<b>\$ 13,090.00</b>

#### E. Weekly Project Meeting Attendance

Project Supervisor: 58.5 hrs @ \$95/hr.....	\$ 5,557.50
<b>Subtotal.....</b>	<b>\$ 5,557.50</b>

**Total Fee Estimate..... \$ 57,257.50**  
**Total Fee Estimate..... Fifty Seven Thousand Two Hundred and Fifty Seven Dollars and Fifty Cents**

Our proposal is based on the project quantities presented, the allotted timeframe for the contractor to complete the construction and our assumptions regarding a construction schedule and sequencing. We recommend revisiting this estimate once a construction schedule is available from the contractor to provide a more accurate estimate of the testing required. The actual testing and observation schedule may vary depending upon the speed and efficiency of the various contractors and weather conditions, all of which are beyond our control. **Please note that our technicians are cross trained in the testing procedures and that all efforts will be made to combine as many of the different phases of testing required into single site visits that could result in reduced costs.**

The estimated fees do not include possible retesting of substandard materials or conditions. We assume such charges would be reimbursed by the contractor. Our fees will be based on our hourly and unit costs in accordance with the attached Fee Schedule. **The hourly and unit costs provided above include vehicle, mileage and necessary standard field and laboratory equipment for the services indicated.**

**ENGINEERING AND FIELD TECHNICAL SERVICES**

Principal Engineer	\$150.00 to \$175.00/hr.
Senior Project Engineer/Geologist/Manager	\$100.00 to \$135.00/hr.
Project Engineer/Geologist/Scientist	\$80.00 to \$110.00/hr.
Staff Engineer/Geologist/Scientist	\$70.00 to \$90.00/hr.
Project Supervisor	\$80.00 to \$100.00/hr.
Construction Inspector I	\$65.00 to \$75.00/hr.
Construction Inspector II	\$75.00 to \$90.00/hr.
Environmental Specialist/Scientist	\$80.00 to \$100.00/hr.
Environmental Field Technician/Geologist	\$55.00 to \$70.00/hr.
Safety Professional	\$90.00 to \$110.00/hr.
Project Administrator	\$85.00 to \$95.00/hr.
Staff Administrator	\$50.00 to \$60.00/hr.
Exploration Field Engineer/Technician/Geologist	\$55.00 to \$75.00/hr.
Construction Materials Testing Technicians:	
Concrete	\$45.00 to \$55.00/hr.
Soils, Reinforcing Steel, Asphalt	\$47.00 to \$57.00/hr.
Piers, Masonry, Fireproofing	\$55.00 to \$65.00/hr.
Structural Steel, Wood Framing	\$65.00 to \$75.00/hr.
Post-Tensioning	\$50.00 to \$60.00/hr.
Floor Flatness	\$75.00 to \$80.00/hr.
Word Processing	\$45.00 to \$55.00/hr.
Drafting	\$65.00 to \$75.00/hr.
<b>OTHER DIRECT CHARGES</b>	
Auto or Pickup Mileage	\$.075/mile
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)	<b>AGGREGATES</b>
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 (ASTM C-88)
California Bearing Ratio (ASTM D-1883)	Dry Rodded Unit Weight (ASTM C-29)
1-point	Specific Gravity and Absorption (ASTM C-127 and ASTM C-128)
California Bearing Ratio (ASTM D-1883)	Organic Impurities (AASHTO T-21)
3-point	Aggregate Durability Index (AASHTO T-210)
Soil/Lime, Soil/Cement Mix Analysis	Sand Equivalent (AASHTO T-176)
(Standard 3-Point Mix Analysis; Cost May Vary Depending on Specification Requirements)	Lightweight Particles (ASTM C123)
Freeze/Thaw (ASTM D-560)	Micro Deval (ASTM D6928)
Wet/Dry (ASTM D-559)	Potential Alkali - Silica Reactivity, 3 Specimens, Fine Aggregate (ASTM C1260 and C1567)
Compressive Strength of Soil-Cement (ASTM D-1633)	Potential Alkali - Silica Reactivity, 3 Specimens, Coarse Aggregate (ASTM C1260 and C1567)
Direct Shear/per point (ASTM D-3080)	
Unconsolidated-Undrained (Quick Test)	<b>ASPHALT</b>
Residual Strength, Additional Per Carriage Reversal	Asphalt Binder Content (CP-L 5120)
Drained Tests Quoted on Project-Specific Basis	Asphalt Binder Content/Gradation (CP-L 5120)
Soil Suction (ASTM D-6836 Method D)	Asphalt Content Correction Factor (CP-L 5120)
	Asphalt Content/Nuclear Method (AASHTO T-287)
<b>FIREPROOFING</b>	Nuclear Oven Calibration (AASHTO T287)
Density and Moisture Content (ASTM E-605)	Marshall Test, 3 Specimens (ASTM D-1559)
Bond Strength (ASTM E-736)	Bulk Specific Gravity and Thickness of Core (ASTM D-1188 and D-2726)
	Maximum Theoretical Specific Gravity (ASTM D-2041)
<b>MISCELLANEOUS</b>	Superpave Gyrotory Compaction, 3 Specimens (CP-L 5115)
Sample Preparation	Asphalt Mix Analysis
Asphalt/Concrete Coring	Lottman Testing (CP-L 5109)
	Hveem Stability (CP-L 5106)
<b>CONCRETE AND MASONRY</b>	
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)	

**PROSPECTIVE CONSULTANT'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Kumar & Associates Inc.  
(Prospective Consultant)

TO: City of Northglenn  
PO Box 330061  
11701 Community Center Drive  
Northglenn, CO 80233

Project Name E. 112th Avenue Roadway Construction - Materials Testing Services

Bid Number \_\_\_\_\_

Project No. \_\_\_\_\_

As a prospective Consultant for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 4<sup>th</sup> day of March, 2015.

Prospective Consultant Kumar & Associates, Inc.

By: Jamuna Noid  
President  
Title: \_\_\_\_\_

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Consultant participates in the Department of Labor Lawful Presence Verification Program)

I, James A. Noll as a public contractor under contract with the City of Northglenn (the "City"), hereby affirm that:

- 1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;
- 2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and
- 3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

James A. Noll  
Consultant Signature

3-4-2015  
Date

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Denver )

The foregoing instrument was subscribed, sworn to and acknowledged before me this 4 day of March, 2015, by James A. Noll as President of Lumin & Associates Inc

My commission expires: (S  
09/17/2015

E A L)

Laura A. Crowley  
Notary Public

