

**Town of Mead, Colorado**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

**Project/Services Name:**  
**Materials Testing and Special Inspection Services for Local, State or Federally  
Funded Projects (RFP No. 2024-005)**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the Town of Mead, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town”), and CTL/THOMPSON, INC., a Colorado corporation with offices at 1971 W 12th Ave., Denver, CO 80204 (“Contractor”) (each individually a “Party” and collectively the “Parties”).

**RECITALS**

WHEREAS, the Town requires certain professional services as more fully described in **Exhibit A**; and

WHEREAS, Consultant represents that it has the requisite expertise and experience to perform the professional services; and

WHEREAS, the Town desires to contract with the Consultant subject to the terms of this Agreement.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I. SCOPE OF SERVICES**

A. Services. Consultant shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the “Services” or “Scope of Services”). The Parties recognize and acknowledge that, although the Town has requested certain general services to be performed or certain work product to be produced, the Consultant has offered to the Town the process, procedures, terms, and conditions under which the Consultant plans and proposes to achieve or produce the services and/or work product(s) and the Town, through this Agreement, has accepted such process, procedures, terms, and conditions as binding on the Parties.

B. Task Orders. The Consultant shall provide the Services pursuant to one or more task orders, the form of which is attached hereto as **Exhibit C**, that set forth the scope of work and project cost for specific projects to be performed as part of the Services. The Consultant shall provide no Services except pursuant to task orders completed and executed by the Parties in accordance with this Agreement. The aggregate cost of all task orders issued hereunder shall not

exceed the Not-to-Exceed Amount set forth in Section IV below. All Services provided pursuant to task orders issued hereunder shall be in compliance with the terms and conditions of this Agreement. Task orders with a total task order budget exceeding Fifty Thousand Dollars (\$50,000.00) require approval by the Town Board of Trustees.

C. Changes to Services. A change in the Scope of Services shall not be effective unless authorized through a written amendment to this Agreement signed by both Parties. If Consultant proceeds without such written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein or as otherwise provided in writing by the Town, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement.

D. Duty to Inform. The Consultant shall perform the Services in accordance with this Agreement and shall promptly inform the Town concerning ambiguities and uncertainties related to the Consultant's performance that are not addressed by the Agreement.

E. Time of Performance. The Consultant shall perform all Services in accordance with this Agreement commencing on the Effective Date, as set forth in Section II of this Agreement, until such Services are completed, or terminated or suspended in accordance with this Agreement. The Consultant shall not temporarily delay, postpone, or suspend the performance of the Services without the written consent of the Town Board of Trustees, Town Manager, or a person expressly authorized in writing to direct the Consultant's services.

## II. TERM AND TERMINATION

A. Term. This Agreement shall commence on the date of mutual execution of the Parties (the "Effective Date") and shall continue until **December 31, 2025** or until terminated as provided herein ("Termination Date"). The Parties may mutually agree in writing to renew this Agreement for up to three additional one-year terms, subject to annual appropriation. Any writing renewing this Agreement shall include the not-to-exceed amount and any updated rate schedule for the renewal year.

B. Town Unilateral Termination. This Agreement may be terminated by the Town for any or no reason upon written notice delivered to the Consultant at least ten (10) days prior to termination. In the event of the Town's exercise of the right of unilateral termination as provided by this paragraph:

1. Unless otherwise provided in any notice of termination, the Consultant shall provide no further services in connection with this Agreement after Consultant's receipt of a notice of termination; and

2. The Consultant shall deliver all finished or unfinished documents, data, studies and reports prepared by the Consultant pursuant to this Agreement to the Town and such documents, data, studies, and reports shall become the property of the Town; and

3. The Consultant shall submit to the Town a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses authorized by this Agreement and performed prior to the Consultant's receipt of notice of termination and for any Services authorized to be performed by the notice of termination as provided by Section II.B of this Agreement. The Consultant shall deliver such final accounting and final invoice to the Town within thirty (30) days of the date of termination; thereafter, the Town shall not accept and Consultant shall not submit any other invoice, bill, or other form of statement of charges owing to the Consultant.

C. Termination for Non-Performance. Should a party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing party if the performing party first provides written notice to the non-performing party. Such notice shall specify the non-performance, provide a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Section II.C, "reasonable time" shall not be less than five (5) business days. In the event of a failure to timely cure a non-performance and upon the date of the resulting termination for non-performance, the Consultant shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and any reimbursable expenses authorized by this Agreement. Such final accounting and final invoice shall be delivered to the Town within fifteen (15) days of the termination date contained in the written notice. Thereafter, the Town shall not accept and Consultant shall not submit any other invoice, bill, or other form of statement of charges owing to the Consultant. Provided that notice of non-performance is provided in accordance with this Section II.C, nothing in this Section II.C shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.

D. Suspension of Services. The Town may suspend the Consultant's performance of the Services at the Town's discretion and for any reason by delivery of written notice of suspension to the Consultant, which notice shall state a specific date of suspension. Upon Consultant's receipt of such notice of suspension from the Town, the Consultant shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement. Consultant shall not re-commence performance of the Services until it receives written notice of re-commencement from the Town.

E. Delivery of Notices. Any notice permitted by this Section II and its subsections shall be addressed to the Town Representative or the Consultant Representative at the address set forth in Section XII.D of this Agreement or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

### **III. REPRESENTATIVES AND SUPERVISION**

A. Town Representative. The Town representative responsible for oversight of this Agreement and the Consultant's performance of Services hereunder shall be the Town Manager or his or her designee ("Town Representative"). The Town Representative shall act as the Town's primary point of contact with the Consultant.

B. Consultant Representative. The Consultant representative under this Agreement shall be R.B. "Chip" Leaderbetter, Geotechnical Department ("Consultant Representative"). The Consultant Representative shall act as the Consultant's primary point of contact with the Town. The Consultant shall not designate another person to be the Consultant Representative without prior written notice to the Town.

C. Town Supervision. The Consultant shall provide all Services with little or no daily supervision by Town staff or other Consultants. Inability or failure of the Consultant to perform with little or no daily supervision which results in the Town's need to allocate resources in time or expense for daily supervision shall constitute a material breach of this Agreement and be subject to cure or remedy, including possible termination of the Agreement, as provided in this Agreement.

### **IV. COMPENSATION**

A. Not-to-Exceed Amount. Following execution of this Agreement by the Parties, the Consultant shall be authorized to and shall commence performance of the Services as described in **Exhibit A**, subject to the requirements and limitations on compensation as provided by this Section IV and its subsections. Compensation to be paid hereunder shall not exceed **Eighty Thousand and 00/100 Dollars (\$80,000)** ("**Not-to-Exceed Amount**") unless a different amount is agreed to by and between the Parties in accordance with the amendment requirements of this Agreement. Notwithstanding the amount specified in this Section, Consultant shall be paid only for work performed. Consultant shall not be paid until tasks identified in the Scope of Services are performed to the satisfaction of the Town. In consideration for the completion of the Scope of Services by Consultant, the Town shall pay Consultant as follows:

- If this box is checked, the Town shall pay Consultant on a time and materials basis in accordance with the rate schedule shown in **Exhibit B**. This amount shall include all fees, costs and expenses incurred by Consultant, and no additional amounts shall be paid by the Town for any fees, costs and expenses. Final payment may be requested by the Consultant upon completion of the Services and the Town's acceptance of all work or Services as set forth in **Exhibit A**.
- If this box is checked, the Town shall pay the Consultant the Not-to-Exceed Amount in a single lump sum payment on  [insert date here, if applicable] .

B. Receipts. The Town, before making any payment, may require the Consultant to furnish at no additional charge releases or receipts from any or all persons performing work under this Agreement and/or supplying material or services to the Consultant, or any subcontractor if this

is deemed necessary to protect the Town's interest. The Town, however, may in its discretion make payment in part or full to the Consultant without requiring the furnishing of such releases or receipts.

C. Reimbursable Expenses.

1. If this Agreement is for lump sum compensation, there shall be no reimbursable expenses.

2. If the Agreement is for compensation based on a time and materials basis, the following shall be considered "reimbursable expenses" for purposes of this Agreement and may be billed to the Town without administrative mark-up, which must be accounted for by the Consultant, and proof of payment shall be provided by the Consultant with the Consultant's monthly invoices:

- None
- Vehicle Mileage (billed at not more than the prevailing per mile charge permitted by the IRS as a tax-deductible business expense)
- Printing and Photocopying Related to the Services (billed at actual cost)
- Long Distance Telephone Charges Related to the Services
- Postage and Delivery Services

3. Other Expenses. Any fee, cost, charge, or expense incurred by the Consultant not otherwise specifically authorized by this Agreement shall be deemed a non-reimbursable cost that shall be borne by the Consultant and shall not be billed or invoiced to the Town and shall not be paid by the Town.

D. No Waiver. The Town's review, approval or acceptance of, or payment for any services shall not 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.

V. **PROFESSIONAL RESPONSIBILITY**

A. General. 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. Standard of Performance. 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. The work and services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations including environmental, health and safety laws and regulations.

C. Subcontractors. The Parties recognize and agree that subcontractors may be utilized by the Consultant for the performance of certain Services if included and as described more particularly in **Exhibit A**; however, the engagement or use of subcontractors will not relieve or excuse the Consultant from performance of any obligations imposed in accordance with this Agreement and Consultant shall remain solely responsible for ensuring that any subcontractors engaged to perform Services hereunder shall perform such Services in accordance with all terms and conditions of this Agreement.

## VI. INDEPENDENT CONTRACTOR

A. General. Consultant is an independent contractor. Notwithstanding any other provision of 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 a Town employee for any purposes.

B. Liability for Employment-Related Rights and Compensation. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. The Consultant will comply with all laws, regulations, municipal codes, and ordinances and other requirements and standards applicable to the Consultant's employees, including, without limitation, federal and state laws governing wages and overtime, equal employment, safety and health, employees' citizenship, withholdings, reports and record keeping. Accordingly, the Town shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits or any other amenities of employment to any of the Consultant's employees or any other liabilities whatsoever, unless otherwise specifically provided herein.

B. Insurance Coverage and Employment Benefits. The Town will not include the Consultant as an insured under any policy the Town has for itself. The Town shall not be obligated to secure nor provide any insurance coverage or employment benefits of any kind or type to or for the Consultant or the Consultant's employees, sub-consultants, subcontractors, agents, or representatives, including but not limited to coverage or benefits related to: local, state, or federal income or other tax contributions, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension or retirement account contributions, profit sharing, professional liability insurance, or errors and omissions insurance. The following disclosure is provided in accordance with Colorado law:

**CONSULTANT ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS CONSULTANT OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. CONSULTANT FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR**

**EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. CONSULTANT ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS AGREEMENT.**

C. Employee Benefits Claims. To the maximum extent permitted by law, the Consultant waives all claims against the Town for any Employee Benefits; the Consultant will defend the Town from any claim and will indemnify the Town against any liability for any Employee Benefits for the Consultant imposed on the Town; and the Consultant will reimburse the Town for any award, judgment, or fine against the Town based on the position the Consultant was ever the Town's employee, and all attorneys' fees and costs the Town reasonably incurs defending itself against any such liability.

**VII. INSURANCE**

A. General. During the term of this Agreement, the Consultant shall obtain and shall continuously maintain, at the Consultant's expense, insurance of the kind and in the minimum amounts specified as follows by checking the appropriate boxes:

- The Consultant shall obtain and maintain the types, forms, and coverage(s) of insurance deemed by the Consultant to be sufficient to meet or exceed the Consultant's minimum statutory and legal obligations arising under this Agreement ("Consultant Insurance"); OR
- The Consultant shall secure and maintain the following ("Required Insurance"):
  - Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.
  - Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000.00) each occurrence and of Two Million Dollars (\$2,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Consultant. 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, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.

- ☒ Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Consultant's owned, hired and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all levels of subcontractors or sub-consultants. Such coverage must include all automotive equipment used in the performance of the Services, both on the work site and off the work site, and such coverage shall include non-ownership and hired cars coverage. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, and its elected officials, officers, employees and agents as additional insured parties.
  
- ☒ Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Town as a Certificate Holder.

B. Additional Requirements. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least thirty (30) days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its Consultants shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under any policy.

C. Insurance Certificates. Consultant shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect prior to the commencement of the Services. The certificate shall identify this the Project/Services Name as set forth on the first page of this Agreement.

D. Failure to Obtain or Maintain Insurance. The Consultant's failure to obtain and continuously maintain policies of insurance shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Consultant arising from performance or non-performance of this Agreement. Failure on the part of the Consultant to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the Town may immediately terminate this Agreement, or, at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith. All monies so paid by the Town, together with an additional five percent (5%) administrative fee, shall be repaid by the Consultant to the Town immediately upon demand



by the Town. At the Town's sole discretion, the Town may offset the cost of the premiums against any monies due to the Consultant from the Town pursuant to this Agreement.

## **VIII. INDEMNIFICATION**

A. Consultant agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant, or which arise out of a worker's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Consultant, any subcontractors of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant.

B. If Consultant is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Consultant's obligation to indemnify and hold harmless the Town may be determined only after Consultant's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

## **IX. [RESERVED]**

## **X. REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Consultant substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Consultant. The remedial actions include:

1. Suspend the Consultant's performance pending necessary corrective action as specified by the Town without the Consultant's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
2. Withhold payment to the Consultant until the necessary services or corrections in performance are satisfactorily completed; and/or

3. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Consultant, cannot be performed, or if performed would be of no value to the Town; and/or

4. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

## **XI. RECORDS AND OWNERSHIP**

A. Retention and Open Records Act Compliance. All records of the Consultant related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act (“CORA”), and records produced or maintained in accordance with this Agreement, are to be retained and stored in accordance with the Town’s records retention and disposal policies. Those records which constitute “public records” under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Consultant agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Consultant’s willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Consultant’s right to defend against disclosure of records alleged to be public.

B. Town’s Right of Inspection. The Town shall have the right to request that the Consultant provide to the Town a list of all records of the Consultant related to the provision of Services hereunder retained by the Consultant in accordance with this subsection and the location and method of storage of such records. Consultant agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.

C. Ownership. Any work product, materials, and documents produced by the Consultant pursuant to this Agreement shall become property of the Town of Mead upon delivery and shall not be made subject to any copyright by the Consultant unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Consultant to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Consultant and the Consultant reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Consultant waives any right to prevent its name from being used

in connection with the Services. The Consultant may publicly state that it performs the Services for the Town.

D. Return of Records to Town. At the Town’s request, upon expiration or termination of this Agreement, all records of the Consultant related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

**XII. MISCELLANEOUS**

A. Governing Law and 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 Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Notice. Unless otherwise provided in this Agreement, any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent via pre-paid, first class United States Mail, to the party at the address set forth below.

**If to the Town:**

**If to Consultant:**

Town of Mead Attn: Town Manager 441 Third Street P.O. Box 626 Mead, Colorado 80542	CTL Thompson, Inc. Attn: R.B. “Chip” Leaderbetter, III 400 N. Link Lane Fort Collins, CO 80524
With Copy to: Michow Guckenberger McAskin LLP Attn: Mead Town Attorney 5299 DTC Blvd, Suite 300 Greenwood Village, CO 80111	With Copy to:

E. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

F. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

G. Assignment. 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.

H. Affirmative Action. The Consultant warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

I. Governmental Immunity. The Town, 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 or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended (“CGIA”), or otherwise available to the Town and its officers or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted.

K. Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the Town hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII.L. shall not authorize assignment.

M. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of Consultant. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

N. Release of Information. The Consultant shall not, without the prior written approval of the Town, release any privileged or confidential information obtained in connection with the Services or this Agreement.

O. Attorneys' Fees. If the Consultant breaches this Agreement, then it shall pay the Town's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

P. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement. Any additional terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

R. Force Majeure. Neither the Consultant nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, pandemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

S. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town of Mead and the Consultant and bind their respective entities.

T. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

U. Protection of Personal Identifying Information. In the event the Services include or require the Town to disclose to Consultant any personal identifying information as defined in C.R.S. § 24-73-101, Consultant shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party service providers.

V. Web Accessibility Compliance Requirements. In the event the Services include Services related to the Town internet or intranet, or otherwise require the Consultant to provide documents that will be posted to the Town website, Consultant shall provide the Services subject to all applicable web accessibility requirements of C.R.S. § 24-34-802, as the same may be amended

from time to time.

*SIGNATURE PAGES FOLLOW*

**THIS AGREEMENT is executed and made effective as provided above.**

**TOWN OF MEAD, COLORADO**

By: \_\_\_\_\_  
Helen Migchelbrink, Town Manager

Date of execution: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Mary Strutt, MMC, Town Clerk

APPROVED AS TO FORM (*excluding exhibits*):

\_\_\_\_\_  
Marcus McAskin, Town Attorney

[*Consultant signature page follows*].

[Consultant signature page to Agreement for Professional Services].

**CTL/THOMPSON, INC., a Colorado corporation:**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Agreement for Professional Services was subscribed, sworn to and acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of CTL/THOMPSON, INC., a Colorado corporation

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

(S E A L)

\_\_\_\_\_  
Notary Public  
(Required for all contracts (C.R.S. § 8-40-202(2)(b)(IV)))



**EXHIBIT A**  
**SCOPE OF SERVICES**

*(See attachment)*

April 23, 2024

Prepared for:  
Erika Rasmussen, P.E.  
Public Works Director/Town Engineer  
441 Third Street  
Mead, Colorado 80542

Prepared by:  
CTL | Thompson, Inc.  
400 N. Link Lane  
Fort Collins, Colorado 80524  
970-206-9455  
HGrubb@CTLThompson.com

Attn: Erika Rasmussen, P.E.

Re: Town of Mead RFP #2024-005  
Materials Testing and Special Inspection Services for Local, State or Federally Funded Projects  
CTL|T Proposal No. FC-24-0126

The Request for Proposal #2024-005 describes the requested services as materials testing and special inspections services for various capital improvement projects with local, state or federally funding. We understand that this will be on an on-call or as-needed basis contract for projects in the Town of Mead such as the 3<sup>rd</sup> Street & Welker Avenue Intersection Improvement. In addition, we have received and reviewed Addendum 1 to this RFP, dated April 17, 2024 and have no comments. Our service of this contract would be supplied from our Fort Collins Office – our Field Department would provide the materials testing and construction observation services while our Geotechnical Engineering Department would provide the geotechnical consulting and pavement design services.

We understand the Town of Mead will use this contract for materials testing and observation services such as soils and aggregate sampling and testing, asphalt sampling and testing, concrete sampling and testing (air, slump, compressive strength) and specialized services as needed. We have experienced and certified technicians who are available on a full-time or part-time basis as required to perform the above testing as well as a wide range of other inspection services including, but not limited to, structural steel weld and bolt inspection, epoxied anchor inspection, masonry observation and sampling, drilled pier installation observation, and reinforcing steel observation.

We understand the geotechnical engineering component of the contract would involve the planning and execution of subsurface testing, performance of laboratory testing, and the preparation of pavement designs. Our reports would identify the subsurface conditions and provide a variety of pavement options describing the risks related to each one.

The terms of this proposal shall remain in effect for thirty (30) days following April 23, 2024. We are ready and our team is available immediately upon notice to proceed. If we may be of further assistance, please contact us at (970) 206-9455.

Respectfully Submitted,  
**CTL|THOMPSON, INC.**



R.B. "Chip" Leaderbetter, III, P.E.  
Geotechnical Department Manager



Heather Grubb  
Field Department Manager

## Firm Capabilities & Company Resources

---

### Inspection & Materials Testing

CTL|Thompson, Inc. is celebrating its 53<sup>rd</sup> year of business in Colorado. Our Fort Collins branch consists of approximately 32 engineers, certified technicians, and support staff and has been operating in Northern Colorado and Wyoming for nearly 27 years. We therefore have the experience with soil investigations, construction materials testing, special inspections, and construction observation services that will be required for the Town of Mead's projects.

Our Fort Collins office offers a full range of construction observation and materials testing services to assist the Town of Mead in sampling, testing, and documenting the quality of construction processes and materials. We make a point of maintaining an experienced staff with the capabilities and certifications to meet all our clients' needs. It will be our approach to provide all of the materials testing and engineering work from this office in order to provide a streamlined set of contacts, quicker response times to testing and observation requests, and a consistent product. Our Fort Collins office is located near I-25 and our technicians all live locally in Northern Colorado allowing for easy mobilization to the Town of Mead. Our Fort Collins Field Department currently has 11 technicians that are 100% dedicated to field testing and have been cross-trained to provide flexibility and better responsiveness for the Town's projects. We understand the demands of an aggressive schedule and will be able to respond to last-minute testing requests (within 2 hours of the request and usually sooner). We are also able to adjust our schedules so that technicians can stay on site longer to test additional concrete trucks or make additional site visits as needed. We are committed to helping the Town and its contractors produce a quality product so will spend whatever time is necessary on the site. Our experienced technicians are able to give recommendations and suggestions in the case of failing soils tests, and they are authorized to make additional site visits for retesting without having to check in with the office or wait until the following day. In addition, our engineers make themselves available for phone calls or site visits for further input and expertise.

Our field technicians are WAQTC, ACI, CAPA, Nicet, and ICC certified and will be assigned to your projects appropriately. We stress continuing education and increased flexibility, so our technicians are always working toward additional certifications to help with this emphasis. Our technicians have worked on CDOT projects and federally funded projects, so understand the additional testing and documentation requirements that come with these projects for both field and lab test results. With multiple areas of competency, we provide our clients a single source for construction observation and material testing services including:

- Field welding and erection inspection including embeds
- High strength bolting connection inspection
- Shop welding & fabrication inspection
- Welding procedure & welding qualifications
- Cold form steel framing
- Structural concrete placement of regular and lightweight concrete
- Reinforcing steel placement inspection
- Concrete testing for physical properties (air/slump, unit weight and temperature)
- Concrete cylinder fabrications (compressive strength testing)
- Flowfill testing
- Masonry reinforcement observation and masonry materials testing
- CMU block sampling and testing
- Mortar & grout sampling and specimen fabrication
- Site excavation observation

- Compaction testing of fill and backfill for utilities, roadways, flatwork, etc.
- Proof roll observation
- Subgrade observation and stabilization recommendations
- Asphalt compaction testing and testing of asphalt physical properties
- Cable layout and measurement of post-tension strand elongation
- Drilled shaft and helical pier installation observation

We have experience with federally funding projects such as the Little Thompson River Trail project in Johnstown and the Rocky Mountain National Park Fall River Entrance project. We also have staff available full-time for questions regarding laboratory test results, and we have experience providing recommendations to municipalities and contractors regarding soil compaction methods, asphalt placement techniques, and concrete strength issues.

### Laboratories

The majority of the laboratory testing will be completed at our Fort Collins branch office with a few specialized tests being sent to our Denver laboratory. Our laboratories participate in the AASHTO Materials Reference Laboratory (AMRL), the Cement and Concrete Reference Laboratory (CCRL), and the CDOT round robin proficiency sample programs to maintain a high level of performance and consistency in our laboratory. Our Fort Collins and Denver laboratories have successfully maintained AASHTO Accreditation for over 20 years.

### Geotechnical Engineering

CTL offers a wide range of geotechnical and geologic expertise for preliminary design, final design, and forensic evaluations.

Geotechnical Engineering represents the core of CTL's practice. Our engineers, geologists, and environmental specialists can provide geologic mapping and hazard analysis, shallow and deep foundation design, expansive soil evaluations, and groundwater investigations including de-watering studies and pump tests. Our staff includes engineers and geologists with specific expertise in the evaluation of landslides and rockfalls, including design of remedial measures using mechanically stabilized earth, soil nailing, and tie-back structures in addition to more traditional earthwork measures. Our knowledge of Northern Colorado soil conditions will assist in maintaining continuity from design to construction. Our geotechnical department also has experience with federally funding projects such as the Kwajalein Geotechnical Support Services and Diego Garcia projects.

### Pavement

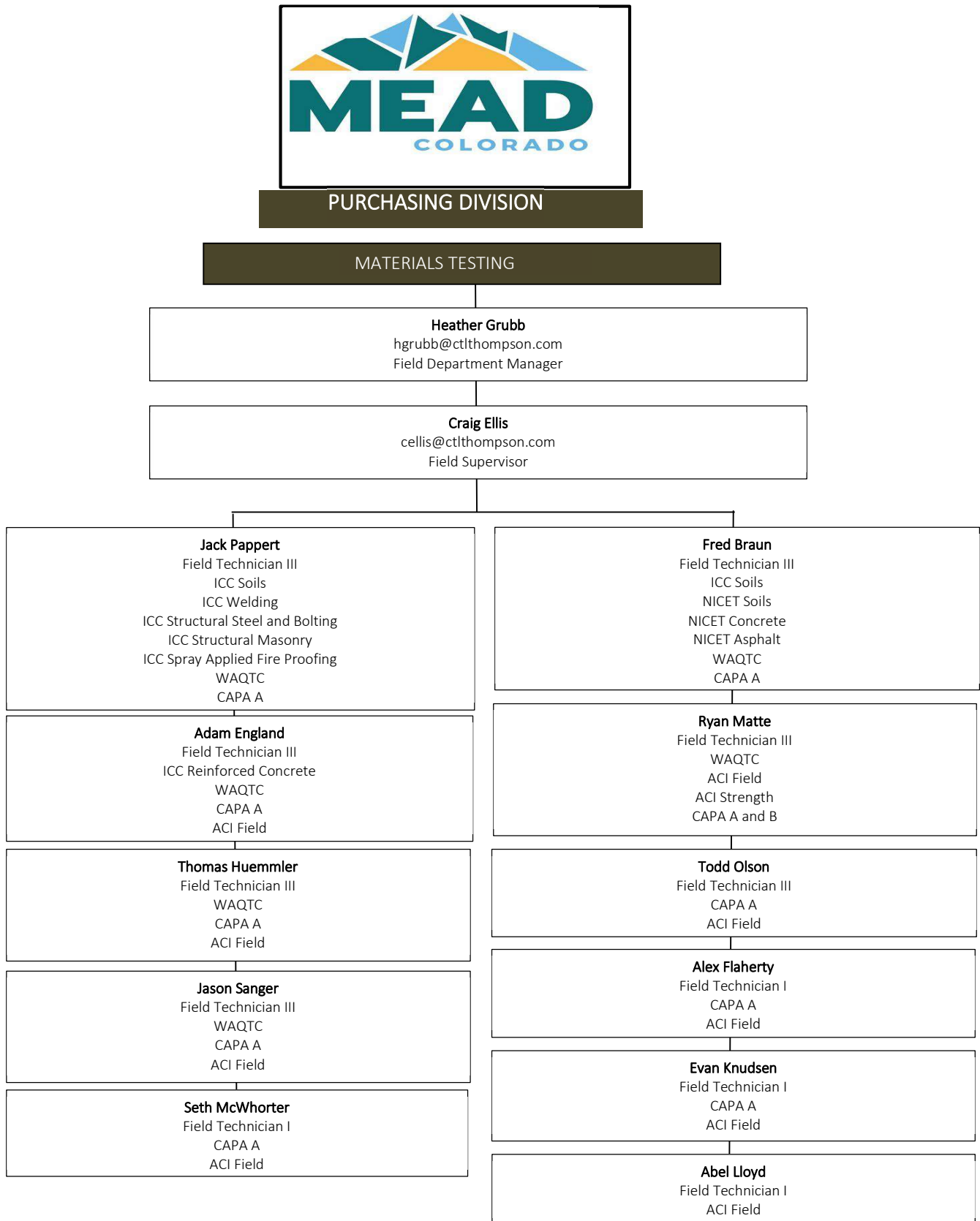
Our firm is a leader in rigid and flexible pavement design and management technologies. Our Fort Collins geotechnical department is fully capable to perform preliminary surveys, provide design of pavement rehabilitation, complete Pavement Design Reports, and develop materials portions of project plans. We routinely perform destructive testing to evaluate pavement conditions including pavement and base thickness and to collect samples of the base and subgrade soils. CTL is also fully capable of evaluating the pavements structural capacity based on field investigations and laboratory testing. Our pavement evaluation and design capabilities include lime/fly ash stabilization mixture design, pavement distress investigations, profilograph testing, finite element and elastic layered computer analysis, life cycle cost analysis, and development of long-term maintenance.

In summary, CTL|Thompson maintains a large local staff of highly trained and capable people who focus on the needs of our clients. We seek to partner with our clients to identify the critical time constraints and other potential issues they face and present innovative solutions to solve those problems. We are also open and willing to adapt our staff and services to best serve your projects and your staff. Our experience in Colorado is unmatched, allowing us to provide the highest level of service and timely turnaround of test results and reports in order to keep Town of Mead's projects on-time and within budget.

---

# Project Team & Structure

## Material Testing and Inspections



Geotechnical Services



**PURCHASING DIVISION**

Geotechnical Services

**R.B. "Chip" Leadbetter, III P.E.**  
Geotechnical Department Manager

**John Byers**  
Staff Geologist

**James Pettus**  
Staff Engineer

**Jesus Martinez**  
Engineering Technician

**Tucker Leadbetter**  
Engineering Technician

**Alexander Leadbetter**  
Engineering Technician

**Bryanna Roberts**  
Engineering Technician

## Resumes & Qualifications of Key Personnel

---

### Resumes & Qualifications of Key Personnel

#### Staffing plan

We staff our projects based on the schedules called in by 5pm the day before they are required. We have a dedicated administrative assistant in our Field Department who takes all scheduling calls/emails and confirms when schedules are received. There is a direct scheduling phone line and email address where messages are distributed to multiple individuals for quicker response times to schedule requests, changes, and cancellations. In addition, the field administrative assistant distributes all field and lab test reports to anyone designated by the Town for each project. We also have an office receptionist who takes calls for the engineering departments and helps distribute geotechnical reports.

We understand state and federally funded projects require specific certifications and will only send personnel with those qualifications to cover these projects. We will make every effort to keep the same personnel on the Town's projects for better familiarity with the project personnel, site and conditions. We feel this is particularly necessary for soils testing, where understanding of the various soils and aggregates being used on each project is essential. All of our field technicians are available 24 hours a day, 7 days a week, so we are able to cover early morning, late day, and weekend work with qualified, properly certified technicians. The technicians that would be assigned to the Town of Mead projects have experience in providing materials testing for other on-call contracts in the past and are committed to prioritizing the Town's projects and needs.

#### **Heather Grubb, Field Department Manager**

Experience: 19 years

Ms. Grubb is the Field Department Manager for our Fort Collins branch office. She has fulfilled this role for similar annual construction observation and materials testing service contracts for the past 15 years. She is responsible for managing the technicians' daily schedules, reviewing field reports, providing fee estimates for each Task Order, and invoicing projects. She would also be responsible for ensuring the properly certified personnel are assigned to Town of Mead's projects.

#### **Craig Ellis, Field and Laboratory Supervisor**

Experience: 38 years

Mr. Ellis is the Field and Laboratory Supervisor for our Fort Collins branch office. He has fulfilled this role for similar annual construction observation and materials testing service contracts for the over 20 years. He is responsible for overseeing the laboratory testing of soils, concrete, and asphalt. He is also responsible for the daily supervision of the technicians' testing in the field.

Expertise: aggregates, concrete, and asphalt.

Certifications: CAPA A and B.

#### **Frederick Braun, Senior Field Technician**

Experience: 34 years

Mr. Braun's career began at CTL|Thompson, Inc. in 1990. As a Field Technician with 34 years of experience, his duties include the observation and testing of fill, backfill, and subgrade materials,



asphalt testing, concrete testing, drilled pier and sheet pile installation, observation and testing of masonry materials, observation of reinforcing steel, and laboratory testing of soil and aggregates.

Expertise: soils, asphalt, concrete, commercial drilled piers, reinforcing steel, and masonry.

Certifications: EIT in the State of Colorado, WAQTC Embankment and Base Testing, ICC Soils Special Inspector, ACI Field Testing Grade I, NICET Level II for Soils, Asphalt, and Concrete, CAPA A

**Jack Pappert**, Senior Field Technician

Experience: 23 years

Mr. Pappert's career at CTL|Thompson, Inc. began in 2001. Prior to that time, Jack held various positions on a Seismic crew as well as working as a Geophysicist, Geologist, and a Senior Laboratory Technician. As a Field Technician with 23 years of experience, his duties include the inspection and testing of fill, backfill, and subgrade materials, asphalt testing, drilled pier observation, concrete testing, residential inspection, masonry observation and testing, structural steel weld and bolt inspection, and spray-applied fireproofing inspection.

Expertise: soils, asphalt, concrete, reinforcing steel, masonry, spray-applied fireproofing, and structural steel weld and bolt.

Certifications: WAQTC Embankment and Base Testing, CAPA A, ICC Structural Steel and Bolt Special Inspector, ICC Structural Welding Special Inspector, ICC Structural Masonry Special Inspector, ICC Soils Special Inspector, ICC Spray-Applied Fireproofing Special Inspector

**Adam England**, Field Technician III

Experience: 19 years

Mr. England's career began at CTL|Thompson, Inc. in 2005. As a field technician with 19 years of experience, his duties include the observation and testing of fill, backfill, and subgrade materials, asphalt testing, concrete testing, observation and testing of masonry materials, observation of reinforcing steel, as well as residential observations and observation and testing of helical piers and drilled piers.

Expertise: soils, asphalt, concrete, helical piers, drilled piers, reinforcing steel, and masonry.

Certifications: ICC Reinforced Concrete Special Inspector, ACI Field Testing Grade I, WAQTC Embankment and Base Testing, CAPA A

**Ryan Matte**, Field Technician III

Experience: 10 years

Mr. Matte's career began at CTL|Thompson, Inc. in 2014. As a field technician with 10 years of experience, his duties include the observation and testing of fill, backfill, and subgrade materials, asphalt testing, concrete testing, observation of reinforcing steel, observation and testing of masonry materials, drilled pier observation and residential observations.

Expertise: soils, asphalt, concrete, drilled piers, reinforcing steel, and masonry.

Certifications: ACI Strength Testing, ACI Field Testing Grade I, WAQTC Embankment and Base Testing, CAPA A and B

**Thomas Huemmler**, Field Technician III

Experience: 10 years

Mr. Huemmler's career began at CTL|Thompson, Inc. in 2014. As a field technician with 10 years of experience, his duties include the observation and testing of fill, backfill, and subgrade materials, asphalt testing, concrete testing, observation of reinforcing steel, drilled pier observation and residential observations.

Expertise: soils, asphalt, concrete, drilled piers, and reinforcing steel

Certifications: WAQTC Embankment and Base Testing, ACI Field Testing Grade I, CAPA A

**Todd Olson**, Field Technician III

Experience: 8 years

Mr. Olson's career began at CTL|Thompson, Inc. in 2016. As a field technician with 8 years of experience, his duties include the observation and testing of fill, backfill, and subgrade materials, asphalt testing, concrete testing, observation of reinforcing steel, bolting inspections, and residential observations.

Expertise: soils, concrete, asphalt, bolting and reinforcing steel

Certifications: ACI Field Testing Grade I, CAPA A

**Jason Sanger**, Field Technician III

Experience: 11 years

Mr. Sanger's career began at CTL|Thompson, Inc. in 2004. He left in 2009 to pursue other interests, then was rehired in 2018. As a field technician with 11 years of experience, his duties include observation and testing of fill, backfill, and subgrade materials, asphalt testing, concrete testing, observation of reinforcing steel, drilled pier observation and residential observations.

Expertise: soils, concrete, asphalt, drilled piers and reinforcing steel

Certifications: WAQTC Embankment and Base, ACI Field Testing Grade I, CAPA A

**R.B. "Chip" Leadbetter, III, P.E.**, Geotechnical Department Manager

Experience: 30 years

Mr. Leadbetter has over 30 years of varied geotechnical engineering experience. He is currently the Geotechnical Department Manager at our Fort Collins location and has worked on a diverse set of projects throughout Colorado and several other states. Mr. Leadbetter provides project engineering for geological and geotechnical explorations for residential, commercial, and public works projects.

Mr. Leadbetter's experience includes large bridge projects, roadway and highway engineering, utility installation and tunneling, power generation and transmission facilities, wind farms, embankment stability analysis, soft soil remediation, design and installation of wicking drains, shallow and deep foundations for commercial and residential structures, alternative foundation systems, percolation testing and residential septic design, geologic reviews, insitu testing and full-scale load tests.

## Relevant Project Experience

---

Our Fort Collins Office has experience with local, state, and federally funded projects. We have worked on projects for the Town of Mead in the past such as the 3<sup>rd</sup> Street – Phase 1 project and the Adams Avenue Widening project. We are familiar with state, federal, and the Town of Mead’s standards, policies, and procedures and promise to adhere to these while performing our work. Our Fort Collins geotechnical and field departments have provided services for the below federally funded projects in the past 5 years. In addition, we have provided these services for the annual contract with the City of Fort Collins for over 20 years, as a part of which, we have provided services for federally funded projects in the past.

### **Little Thompson River Trail**

**March 2023 – February 2024**

**Town of Johnstown**

**Mark Stanley – (970) 587-4664; email: [mstanley@townofjohnstown.com](mailto:mstanley@townofjohnstown.com)**

CTL|Thompson provided Construction Observation and Materials Testing for the Little Thompson River Trail located at CR-14 ½ and CR 19 in Johnstown Colorado. This federally funded project is aimed to provide safe walking trails along the Little Thompson River for the residence of Johnstown. Our Geotechnical Department provided the original Geotechnical Investigation report. Our Field Department performed testing and inspection services, which included soil compaction testing, concrete testing. The geotechnical project team included Chip Leadbetter, John Byers, Alexander Leadbetter. The field testing project team included Heather Grubb, Craig Ellis, Fred Braun, Jason Sanger, Todd Olson, Alex Flaherty, Evan Juarez-Knudsen, and Seth McWhorter.

### **Rocky Mountain National Park Fall River Entrance**

**January 2023 – Current**

**Leisnoi Incorporated**

**Michael Resty – (719) 659-7076; email: [mresty@leisnoi.com](mailto:mresty@leisnoi.com)**

CTL|Thompson has been providing construction observation and materials testing services for the Rocky Mountain National Park Fall River Entrance project. This federally funded project aimed to improve the Fall River Entrance to Rocky Mountain National Park. Our Geotechnical Department performed geotechnical consulting services. Our Field Department performed testing and inspection services, which included soil testing, asphalt testing, concrete testing, reinforcing steel observation, masonry observation, masonry sample fabrication, field weld observation, and framing observations. The geotechnical project team included Chip Leadbetter. The field testing project team included Heather Grubb, Craig Ellis, Fred Braun, Jack Pappert, Adam England, Ryan Matte, Thomas Huemmler, Todd Olson, Alex Flaherty, Evan Juarez-Knudsen, and Abel Lloyd.

### City of Fort Collins On-Call Geotechnical Services 2003- Current

Dan Woodward – (970) 221-6605; email: [dwoodward@fcgov.com](mailto:dwoodward@fcgov.com)

Mark Laken – (970) 416-2907; email: [mlaken@fcgov.com](mailto:mlaken@fcgov.com)

Phil Martinez – (970) 221-6615; email: [pmartinez@fcgov.com](mailto:pmartinez@fcgov.com)

Martin Shaffer – (970) 221-6700; email: [mshaffer@fcgov.com](mailto:mshaffer@fcgov.com)

The City has used CTL|Thompson’s services for projects such as the annual street mill and pave and overlay programs, concrete rehabilitation program, park improvement projects, bike trail rehabilitation projects, road construction projects, and building construction projects such as the Discovery Museum and Utility Administration Building. CTL|Thompson also works regularly with the Utilities Department to provide testing for utility trench backfill, asphalt, and concrete for stormwater projects, water and wastewater treatment facilities, waterline improvements and other utility infrastructure projects. Many of these projects received CDOT funding. Our Geotechnical Department provides Geotechnical Investigations, Engineering Consultations, and Pavement Design Recommendations for this contract, and our Field Department performs testing and inspection services, which include, but aren’t limited to soil compaction, asphalt testing and compaction, reinforcing steel observations, concrete testing, drilled caisson observations, masonry observations and testing, and structural steel weld and bolt inspections. The geotechnical project team included Chip Leadbetter, John Byers, Jesus Martinez, Tucker Leadbetter, and Alexander Leadbetter. The field testing project team included Heather Grubb, Craig Ellis, Fred Braun, Jack Pappert, Adam England, Ryan Matte, Thomas Huemmler, Todd Olson, Jason Sanger, Alex Flaherty, Evan Juarez-Knudsen, Seth McWhorter, and Abel Lloyd.

## Project Management

---

It would be our approach to work closely with the Town’s Project Manager and to keep an open dialog before, during, and after projects. Heather Grubb would be your contact to provide an estimated fee for the project prior to the work starting in order to help in budgeting and creating a Task Order for our work. We would then be available to attend a pre-construction meeting with the Town Project Manager, engineer, contractor, and other parties to discuss the test types and frequencies with regard to the quantities of materials being placed and the requirements of the various agencies involved. During this meeting, we would determine a going-in position for when and how the testing will take place to make sure all required tests will be performed for each material. We would then work closely with the Town Project Manager, engineer, and contractor throughout the project to ensure all required tests are covered within budget and in a timely, efficient manner. We would alert the Town Manager immediately whenever failing tests occur either on the project site in the case of soils or after lab testing in the case with concrete breaks. We would send out draft copies of our failing reports within 2 hours of the testing taking place. Any other reports would be sent out within 24 hours of the testing taking place.

Our approach to the geotechnical engineering portion of the contract would be to evaluate the project site and provide alternatives, which could then be evaluated by the owner and design team to assist determining efficiencies and overall cost savings without impacting the performance of the improvements. Our approach to evaluating subsurface conditions at the project site would be to

provide alternatives and associated risks in order for the owner and design team to select the option most suitable for their needs and budget considerations.

Our approach would need Town assistance in providing the initial information for the project such as plans, specifications, and geotechnical investigation information (if provided by a company other than CTL Thompson). We would also request the Town provide a copy of the federal and/or state form with testing requirements so that we can ensure all tests are completed. Finally, we would ask the Town to provide a report distribution list for each project, which includes what types of reports are to go to each individual.

Our goal is to work as an integral part of a team consisting of our staff, Town personnel, contractors, and suppliers. We believe the keys to successful projects include constant and open communication as well as a commitment to resolving problems as quickly as possible. Our engineers and technicians have developed a solid working relationship and open dialog that is invaluable in keeping projects on track and within budget limits.

## Appendix

### ATTACHMENT 2

#### CERTIFICATION OF PROPOSAL

The undersigned hereby submits its proposal and agrees to be bound by the terms and conditions of this Request for Qualifications. By signing this Certification of Proposal and submitting a proposal to the Town in response to this Request for Qualifications, the Proposer hereby represents and certifies that:

1. No elected or appointed official, officer or employee of the Town has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Qualifications ("Agreement") no elected or appointed official, officer or employee of the Town, during the term of his/her service with the Town, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
2. No elected or appointed official, officer or employee of the Town shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested in violation of state law;
3. The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
4. Proposer shall represent and certify that it does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
5. By submitting the response to this request, Proposer agrees, if selected, to furnish services to the Town in accordance with this RFP;
6. Proposer has carefully reviewed its proposal and \_\_\_\_\_ agrees that the Town responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
7. It is understood and agreed that the Town reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the Town;
8. The proposal response includes all of the commentary, figures and data required by the Request for Proposals, dated March 25, 2024.
9. The proposal shall be valid for 30 days from the due date of this RFP.

Name of Proposer: CTL|Thompson

By: 

Name: Heather Grubb

Title: Field Department Manager

Date: 4/23/24

**EXHIBIT B**  
**COMPENSATION**

*(See attachment)*

# Fee Schedule – 2024

<b>Personnel<sup>1</sup></b>	Engineering Technician I	75 / hour
	Engineering Technician II / Administrative Assistant	80 / hour
	Engineering Technician III / CADD / Draftsperson	85 / hour
	Senior Engineering Technician	110 / hour
	Environmental Technician	90 / hour
	Staff Engineer / Geologist / Scientist	120 / hour
	Project Engineer / Geologist / Scientist	135 / hour
	Project Manager	155 / hour
	Associate	190 / hour
	Principal	230 / hour
	Senior Principal	290 / hour
	Expert Consultation / Witness	Quote on Request
<sup>1</sup> Applies to analysis and preparation of reports, calculation time, travel, consultation, sample preparation and direct supervision of the CTL T project, when not covered by task specific pricing.		
<b>Field Investigation Services</b>	Drilling and Sampling with a 4-inch Solid-Stem Auger	210 / hour
	Drilling and Sampling with Hollow-Stem Auger	225 / hour
	Drilling and Sampling with Track-Mounted Rig or Rotary Drill	Cost + 15%
	Drilling Rig Mobilization	
	Metro Area	Hourly Rate
	Outlying Areas (Over 75 Miles)	2.90 / mile
	Auto or Pickup Mileage (Out of Town Mobilization)	100 / hour
	Labor, Out-of-Town Living Expenses, Travel Costs, Equipment Rental, Subconsultants, Supplies	Cost + 15%
	Coring (2 Hour Minimum)	175 / hour
	Deflection Testing - Benkelman Beam, Operator & Truck	250 / hour
	Bond Testing	150 / hour
<b>Specialized Testing and Services</b>	<b>Environmental Services</b>	
	Environmental Assessment, Remediation Design, Underground Storage Tanks, Drilling and Sampling, Methane Hazard, Compliance Assistance, Site Audits, Hazmat Surveys	Quote on Request
	<b>Industrial Hygiene and Safety Services</b>	
	Indoor Air Quality, Asbestos Services, Lead Services, Exposure Assessments, Compliance Assistance, Training, Sampling, Program Development	Quote on Request
	<b>Biological Services</b>	
	Endangered Species Review, Wetlands Delineation, Environmental Assessments	Quote on Request
	<b>Geophysical Services</b>	
	Pier Integrity, Profiles by Reflection or Refraction, Resistivity Surveys, Dynamic Soil Properties	Quote on Request
	<b>Specialized Testing Equipment Charges</b>	
	Portable Drill Rig, Pressuremeter, Resistivity, Photoionization Device, Field Permeability, Down-Hole Moisture / Density	Quote on Request
	NDT Equipment (Pulse-Velocity, Windsor Probe Test System, Pachometer, Half-Cell)	44 / hour
	<b>Torsional Strength Tests &amp; Calibrations</b>	
	Up to 1 million inch-pounds	Quote on Request



# Fee Schedule – 2024

<b>Construction Observation and Materials Testing Services<sup>2</sup></b>	City / County of Denver Third Party Inspection (TPI)		85 / hour
	Earthwork Compaction Testing		85 / hour
	Standard Proctor	(ASTM D698)	135 / each
	Modified Proctor	(ASTM D1557)	145 / each
	Grain Size Analysis, 1-inch to #200 sieve	(ASTM D3613)	60 / each
	Grain Size Analysis, 1-inch to #200 sieve	(ASTM D3613)	45 / each
	Atterberg Limits (LL & PI)	(ASTM D4318)	95 / set
	Drilled Pier Installation		80 / hour
	Asphalt Placement and Compaction		85 / hour
	Asphalt Coring (2 Hour Minimum)		175 / hour
	Asphalt Core Thickness (Per Core)		60 / each
	Asphalt Core Density (Per Lift)		60 / each
	Concrete Testing and Cylinder Pickup		70 / hour
	4x8 Cylinders Cast by CTL T	(ASTM C39) (AASHTO T22)	20 / cyl
	6x12 Cylinders Cast by CTL T	(ASTM C39) (AASHTO T22)	30 / cyl
	Cylinders Cast by Others	(ASTM C39) (AASHTO T22)	40 / cyl
	Flexural Beams		70 / beam
	Shotcrete, Includes Preparation and Report (Set of 5)		375 / set
	On Site Curing Service		300 / month
	Concrete Maturity Meter Method		3,000 / mix
	Data Loggers - Temperature or Maturity Probes		Cost + 15%
	Moisture Emissions or Relative Humidity Testing		90 / hour
	Moisture Kit or Probes		Cost + 15%
	Floor Flatness (FF and FL and/or 10-Foot Straightedge)		125 / hour
	Concrete Reinforcing Steel Placement Observation		80 / hour
	Masonry Special Inspection		90 / hour
	Proof Load of Anchor or Dowels		110 / hour
	Weld & Bolt Inspection		110 / hour
	Framing Observation		110 / hour
	Post Tension - Strand Observation - Elongation Measurements		90 / hour
	Dampproofing		90 / hour
	Insulation		90 / hour
	Sprayed on Fireproofing or Firestopping		110 / hour
Report Review / Supervision for Construction Observation and Materials Testing Services		60 / report	
Overtime Charge - Increase for work done on Saturday, Sunday, Holidays and off normal shift hours		25 / hour	
<sup>2</sup> Time is charged for travel, testing and observation and field report preparation (2-hour minimum trip charge). Fuel surcharge may be assessed on individual project basis, based on market conditions.			
<b>Asphalt Concrete Laboratory Services</b>	Core Density	(ASTM D2725) (AASHTO T166)	60 / each
	Core Thickness	(ASTM D3549)	60 / each
	Theoretical Maximum Density (Rice)	(ASTM D2041) (AASHTO T209)	130 / each
	Asphalt Content by Chemical Extraction and Gradation	(ASTM D2172 and D5444) (AASHTO T164)	275 / each
	Asphalt Content by Ignition Oven and Gradation	(ASTM D6307 and D5444) (AASHTO T308)	265 / each
	Superpave Gyratory Compaction	(ASTM D6925) (AASHTO T312) (CDOT 5115)	60 / each
	Mixture Volumetrics	(CDOT 48)	60 / each
	Hveem Stability	(CDOT 5106)	60 / each
	Resistance to Moisture Induced Damage (Lottman)	(ASTM D4867) (AASHTO T283) (CDOT 5109)	465 / each
	Sample Preparation Fees May Apply		Hourly Rate

**Soil and Rock  
Laboratory Services**

**Soil Testing**

Natural Moisture and Density	(ASTM D2216 and D7263)	20 / each
Grain Size Analysis, 1-inch to #200 sieve	(ASTM D3613)	60 / each
Grain Size Analysis, #200 sieve only	(ASTM D1140)	45 / each
Hydrometer Analysis	(ASTM D422)	95 / each
Atterberg Limits (LL & PI)	(ASTM D4318)	85 / set
Specific Gravity	(ASTM D854)	60 / each
Standard Proctor Compaction Test	(ASTM D698)	135 / each
Modified Proctor Compaction Test	(ASTM D1557)	145 / each
Relative Density	(ASTM D4253 and D4254)	220 / each
Soil Suction	(ASTM D5298)	60 / each
One-Dimensional Swell Test	(ASTM D4546)	
Set up and Initial Load		55 / each
With Load Back for Swell Pressure		65 / each
One-Dimensional Time Consolidation Test	(ASTM D2435)	
Set up and Initial Load		185 / each
Additional Increments		50 / each
California Bearing Ratio (3 Points)	(ASTM D1883)	600 / each
Hveem Stabilometer (3 Points)	(ASTM D2844)	600 / each
Resilient Modulus	(AASHTO T307)	1,250 / each
Water Soluble Sulfates	(CDOT CP-L2103)	55 / each
pH	(AASHTO T289)	50 / each
Electrical Resistivity (Natural Moisture & Saturated)	(ASTM G57)	120 / each
Thermal Resistivity		900 / each
Unconfined Compression - Soils	(ASTM D2166)	50 / each
With Stress / Strain Curve		60 / each
Direct Shear	(ASTM D3080)	140 / each
Triaxial or Direct Shear Tests, per point		
Unconsolidated-Undrained	(ASTM D2850)	140 / each
Consolidated-Undrained with Pore Pressure	(ASTM D4767)	480 / each
Permeability		
Flexible Membrane (Triaxial Cell)	(ASTM D5084)	480 / each
Remolded Sample (Falling or Constant Head)	(ASTM D2434)	300 / each

**Rock Testing**

Specific Gravity		55 / each
Two-Cycle Slake-Durability, per point		115 / each
Unconfined Compression, per point		
Peak Load Only		120 / each
With Stress / Strain Curve, Static E, and Poisson's Ratio		Quote on Request
Unconfined Compression - Rock Cores <sup>3</sup>		
Peak Load Only		Quote on Request
With MOE		Quote on Request
With MOE and Poisson's Ratio		Quote on Request
Triaxial Compression - NX Per Point		160 / each
With Stress / Strain Curve, Static E and Poisson's Ratio		310 / each
Point Load Test		60 / each

<sup>3</sup> Additional for Sample Preparation of Rock Cores

Hourly Rate

# Fee Schedule – 2024

<b>Aggregate Laboratory Services</b>	Moisture Content	(ASTM C566) (AASHTO T255)	35 / each
	Rodded Unit Weight + Voids	(ASTM C29) (AASHTO T19)	60 / each
	Loose Unit Weight + Voids	(ASTM C29) (AASHTO T19)	60 / each
	Uncompacted Void Content	(ASTM C1252) (AASHTO T304)	130 / each
	Gradation Analysis (per Fraction)	(ASTM C136) (AASHTO T27)	60 / each
	Gradation Analysis (Pit-Run Samples, Larger than 12-inch)	(ASTM C136) AASHTO T27)	100 / hour
	Passing No. 200 Sieve	(ASTM C117) (AASHTO T11)	45 / each
	Sand Equivalency	(ASTM D2419) (AASHTO T176) (CP 37)	115 / each
	Specific Gravity / Absorption		
	Fine Aggregate	(ASTM C128) (AASHTO T84)	60 / each
	Coarse Aggregate	(ASTM C127) (AASHTO T85)	60 / each
	Flat and Elongated Particles	(ASTM D4791) (CRD C119)	210 / each
	Fractured Face Determination		
	Fine Aggregate		340 / each
	Coarse Aggregate	(ASTM D5821) (AASHTO T335)	155 / each
	Organic Impurities	(ASTM C40) (AASHTO 721)	52 / each
	Clay Lumps and Friable Particles	(ASTM C142) (AASHTO T112)	95 / each
	Lightweight Particles - 2.0 or 2.4 Specific Gravity	(ASTM C123) (AASHTO T113)	225 / each
	Pop-out of Lightweight Aggregates	(ASTM C331 and C151)	315 / each
	Staining Test (Lightweight Aggregates)	(ASTM C641)	130 / each
	Sodium or Magnesium Soundness	(ASTM C88) (AASHTO T104)	
	5-Cycles <sup>4</sup>		245 / each
	12-Cycles <sup>4</sup>		500 / each
	Potential Reactivity	(ASTM C227) Withdrawn	2,000 / each
	Potential Reactivity - 14 Day	(ASTM C1260 or C1567) (CRD 662) (AASHTO T303)	900 / each
	Potential Reactivity - 28 Day	(ASTM C1260 or C1567) (CRD 662) (AASHTO T303)	1,000 / each
	Potential Reactivity - 1 Year	(ASTM C1293)	1,250 / each
	Alkali Carbonate Reactivity	(ASTM C1105)	1,210 / each
	Scratch Hardness	(CRD C130)	160 / each
	Micro Deval	(ASTM D6928) (AASHTO T327)	245 / set
	L.A. Abrasion		
	Small-Sized Aggregate	(ASTM C131) (AASHTO T96)	110 / each
	Large-Sized Aggregate	(ASTM C535)	145 / each
Aggregate Freeze/Thaw			
Fine Aggregate		375 / each	
Coarse Aggregate	(AASHTO T103)	375 / each	
Mill Abrasion	(UPBN / BNSF)	250 / each	
Insoluble Residue in Carbonate Aggregates	(ASTM D3042)	200 / each	
Desorption of Lightweight Aggregates	(ASTM C1761)	300 / each	
Chloride in Aggregate	(ASTM C1524)	225 / each	
Crushing		150 / sample	
Blending, Sampling and Miscellaneous Testing		100 / hour	

<sup>4</sup> "Rip Rap" Type sample add \$15 to \$25 depending on size.

Masonry and Dimensional Stone Laboratory Services	<b>Block and Segmental Retaining Wall Units</b>		
	Q-Block Test Series (Compressive, Dimensional, Absorption) (ASTM C140)		330 / each
	Compressive Strength Tests (Set of 3) (ASTM C140)		150 / set
	Dimension (ASTM C140)		90 / set
	Density (ASTM C140)		150 / set
	British Shrinkage (Set of 3) (ASTM C426)		425 / set
	British Shrinkage - Additional Samples (ASTM C426)		125 / each
	Fire Rating (UL618)		225 / each
	Freeze/Thaw 100 Cycle (ASTM C1262)		975 / each
	Freeze/Thaw 150 Cycle (ASTM C1262)		1,425 / each
	<b>Brick</b>		
	Compressive Strength Tests (Set of 5) (ASTM C67)		230 / set
	Coefficient of Saturation (Set of 5) (ASTM C67)		190 / set
	Absorption Analysis (Set of 5) (ASTM C67)		175 / set
	Initial Rate of Absorption (Set of 5) (ASTM C67)		310 / set
	Efflorescence (Set of 5) (ASTM C67)		150 / set
	Dimensional Analysis (Set of 5) (ASTM C67)		100 / set
	Modulus of Rupture (Flexural Strength) (Set of 5) (ASTM C67)		260 / set
	Freeze / Thaw, 50 cycle (ASTM C67)		525 / each
	Adobe Brick Properties (ASTM C67)		790 / each
	<b>Mortar and Grout</b>		
	Mortar Mix Properties (Includes 6 Cubes Per Mix) (ASTM C780)		215 / mix
	Compressive Strength - Field Sampled Mortar (6 Cubes) (ASTM C109)		150 / each
	Compressive Strength - Cored Grout (Includes Coring) (ASTM C42) (ASTM C1019)		60 / each
<b>Compressive Strength Prisms</b>			
Hollow Prisms, Brick or Block (ASTM C1314)		130 / each	
Grout Filled Prisms, Brick or Block (ASTM C1314)		200 / each	
<b>Dimensional Stone</b>			
Specific Gravity / Absorption (ASTM C127) (AASHTO T85)		135 / each	
Compressive Strength (ASTM C170)		500 / set	
Modulus of Rupture (ASTM C99)		560 / set	
Freeze / Thaw (ASTM D5312) (AASHTO T103)		900 / each	
Flexural Strength (ASTM C880)		550 / set	
Saw Cutting		105 / hour	
Steel Laboratory Services	Ultimate Tensile Strength (Including Post-Tension Strands) (ASTM A370) (AASHTO T244)		150 / each
	Ultimate Tensile Strength & Percent Elongation (ASTM A370) (AASHTO T244)		175 / each
	Ultimate Tensile Strength & Yield Tensile Strength (ASTM A370) (AASHTO T244)		175 / each
	Ultimate Tensile Strength & Area Reduction (ASTM A370) (AASHTO T244)		175 / each
	Torsional Strength Up to 1 million inch-pounds		Quote on Request
	Sample Preparation Fees May Apply		Hourly Rate

# Fee Schedule – 2024

<b>Concrete Laboratory Services</b>	Density / Absorption of Hardened Concrete	(ASTM C642)	125 / core
	Compressive Strength, Cylinders	(ASTM C39) (AASHTO T22)	
	4x8 Cylinders Cast by CTL T		20 / cyl
	6x12 Cylinders Cast by CTL T		30 / cyl
	Cylinders Cast by Others		40 / cyl
	Compressive Strength & Density, Core Samples	(ASTM C42) (AASHTO T24)	60 / each
	Flexural Strength, Beams	(ASTM C78, C293) (AASHTO T97, T177)	70 / each
	Splitting Tensile Test, Cylinders	(ASTM C496) (AASHTO T198)	65 / each
	Modulus of Elasticity Tests (Frame Method)	(ASTM C469)	450 / set
	Chloride Content, Chemical Analysis	(ASTM C1152)	110 / each
	Concrete Freeze / Thaw, 300 Cycles	(ASTM C666) (AASHTO T161)	2,200 / set
	Cracking Tendency of Concrete	(AASHTO T334)	2,000 / each
	Length Change of Hardened Concrete	(ASTM C157) (AASHTO T160)	350 / each
	Abrasion Resistance	(ASTM C779)	375 / each
	Chloride Ion Penetration / Rapid Chloride Permeability	(ASTM C1202) (AASHTO T277)	435 / each
	Surface Resistivity	(AASHTO T358)	325 / set
	Scaling Resistance	(ASTM C672)	1,250 / set
	Pulse Velocity	(ASTM C597)	125 / hour
	Blocking Assessment	(ASTM C1621)	60 / each
	Static Segregation	(ASTM C1610)	60 / each
Height Change of Hardened Concrete	(ASTM C1090)	500 / each	
Shear Bond	(ASTM C882)	600 / each	
Direct Tension of Cores	(ASTM D2936)	350 / each	
Electrical Conductivity	(ASTM 1760)	400 / each	
Mixing Fee - Required for Some Tests		550 / each	
<b>Concrete Laboratory Trial-Mix Batches</b>	3-Point Curve - Cylinders for Compressive Strength		2,400 / each
	3-Point Curve - Beams for Flexural Strength & Cylinders		2,550 / each
	CDOT Compressive Mix (Mix Only)		2,000 / each
	CDOT Flexural Mix (Mix Only)		2,100 / each
	Single Mix, Compressive Strength		1,500 / each
	Single Mix, Flexural Strength		1,600 / each
	Additional Compressive Strength Mixes		600 / each
	Additional Flexural Strength Mixes		700 / each
	Mini-Mixes		250 / each
	Time of Sets		75 / add.
	Mix with Lightweight Aggregate (Additional Charge per Mix)		150 / add.
	Maturity Meter Calibration & Report (Does not include probes)		3,000 / each
	Maturity Meter Probes		Cost + 15%
Roller Compacted Concrete Mix		Quote on Request	

# Fee Schedule – 2024

<b>Cement Laboratory Services</b>	Sulfate Expansion	(ASTM C452)	710 / each
	Compressive Strength Tests (6 Cubes / Mix)	(ASTM C109) (AASHTO T106)	240 / set
	Additional Cubes	(ASTM C109) (AASHTO T106)	33 / each
	Flexural Strength - 3 Beams	(ASTM C348)	147 / set
	Time of Set: Vicat	(ASTM C191) (AASHTO T131)	192 / each
	Standard Properties	(ASTM C150)	800 / each
	Density	(ASTM C188) (AASHTO T133)	100 / each
	Blaine Fineness	(ASTM C204) (AASHTO T153)	110 / each
	False Set - Paste Method	(ASTM C191, C266, C359, C451, C807)	93 / each
	Chemical Analysis	(ASTM C114) (AASHTO T105)	317 / each
	Autoclave Expansion	(ASTM C151) (AASHTO T107)	241 / each
	Sulfate Expansion	(ASTM C1012)	1,650 / each
	Air Content	(ASTM C185) (AASHTO T137)	160 / each
	Cement Content		819 / each
<b>Pozzolan Laboratory Services</b>	Blaine Fineness	(ASTM C204) (AASHTO T153)	328 / each
	Loss on Ignition, Moisture	(ASTM C311)	100 / each
	Air Content	(ASTM C185) (AASHTO T137)	160 / each
	Alkali Reactivity	(ASTM C441)	591 / each
	Standard Properties (Includes Tests Below)	(ASTM C618)	1,400 / set
	Fineness, No. 325 Sieve	(ASTM C430) (AASHTO T192)	100 / each
	Density	(ASTM C188) (ASTM C604) (AASHTO T133)	100 / each
	Chemical Analysis	(ASTM C114) (AASHTO T105)	306 / each
	Strength Activity Index	(ASTM C109) (AASHTO T106)	247 / each
	Drying-Shrinkage (Mortar Bar Method)	(ASTM C157) (AASHTO T160)	247 / each
	Autoclave Expansion	(ASTM C151) (AASHTO T107)	247 / each
	Available Alkali	(ASTM C311)	197 / each
<b>Miscellaneous Services</b>	Wood Moisture Content		105 / each
	Hydraulic Ram Calibration, Less than 200 Ton		500 / each
	Hydraulic Ram Calibration, 200 Ton & Higher		600 / each
	Hydraulic Ram Calibration, Same Day Turnaround		120 / add.
	Petrographic Analysis		Quote on Request
	Ground Penetrating Radar	(ASTM C457, C295, C856, C1324, C1723)	Quote on Request
	Report Review (All Laboratory Test Results)		125 / each
	Report Review (Coring Results)		250 / each

**EXHIBIT C  
TASK ORDER FORM**



**TASK ORDER  
SPECIAL PROJECT**

---

**TASK ORDER NO.:** \_\_\_\_\_

**Task Name:**

---

**Requested By:** \_\_\_\_\_  
(Town Dept. / Project Mgr.)

**Proposed Start Date:** \_\_\_\_\_

**Funding Source:** \_\_\_\_\_

**Proposed Completion Date:** \_\_\_\_\_

**Tasks / Deliverables:** See attached memorandum

**Total Task Order Budget:** \_\_\_\_\_

**Approval:**

\_\_\_\_\_ **Date:** \_\_\_\_\_  
**Town Manager**

**Additional Comments:** This Task Order is not valid without attached Task Order memorandum, approved by \_\_\_\_\_. Task orders with a total task order budget exceeding Fifty Thousand Dollars (\$50,000.00) require approval by the Town Board of Trustees. If applicable, the Board resolution authorizing the Town Manager to execute this Task Order shall be attached hereto.

---

Attachment: Task Order Memorandum

**TOWN TREASURER/FINANCE DEPARTMENT REVIEW:**

*The Town Treasurer/Finance Department has reviewed this Task Order and the funds:*

- are appropriated*  
 *are not appropriated (note: \_\_\_\_\_)*

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

Account reference/information: \_\_\_\_\_



## TASK ORDER MEMORANDUM

---

**To:** Town Manager

**From:**

**Date:**

**Subject:** \_\_\_\_\_

**Task Order No.** \_\_\_\_\_

---

This Task Order Memorandum has been prepared in accordance with the Town's Agreement for Professional Services (PSA) with \_\_\_\_\_ (the "Consultant") for \_\_\_\_\_. As set forth in the PSA, the Consultant shall provide no Services except pursuant to one or more task orders completed and executed by the Town and Consultant.

Task(s) to be performed: \_\_\_\_\_ [*insert specific description of Task(s) to be performed*]. Following approval of this task order ("Task Order"), the Consultant shall provide engineering and inspection services and provide all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and ensure compliance with all federal, state, and local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines applicable to the Consultant's services and work product. The Consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with Town standards. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed are described with particularity in this Task Order Memorandum and Consultant's proposal related to the specific Task(s) outlined above dated \_\_\_\_\_, 202\_\_\_\_, a copy of which is attached to this Task Order Memorandum as ATTACHMENT A and incorporated by reference ("Consultant Task Order Proposal").

Time schedule: \_\_\_\_\_ [*insert*].

Deliverables: \_\_\_\_\_ [*insert*].



Charges: Unless otherwise set forth in this Task Order Memorandum, the Charges authorized herein shall be considered a not to exceed (NTE) figure. Charges shall be calculated pursuant to the hourly rates in the PSA, unless otherwise set forth herein. A copy of the Consultant Task Order Proposal is attached to this Task Order Memorandum as ATTACHMENT A. I have reviewed and approved the Consultant Task Order Proposal, and I therefore request that you proceed to approve the attached Task Order, which will authorize the Consultant to proceed with the Task(s) described above for the not to exceed fee of \_\_\_\_\_.

*Review and approval of Task Order Memorandum:* \_\_\_\_\_  
Name and Title: \_\_\_\_\_

(Note: This Task Order Memorandum is not valid unless and until a Task Order has been executed by the Town Manager and approved by the Town Treasurer/Town Finance Department. *Task orders with a total task order budget exceeding Fifty Thousand Dollars (\$50,000.00) require approval by the Town Board of Trustees.*)

Attachment(s) to Task Order Memorandum:

ATTACHMENT A – Consultant Task Order Proposal dated \_\_\_\_\_, 202\_\_ (\_\_\_ pages).