



Huddleston-Berry
Engineering & Testing, LLC

Huddleston-Berry Engineering & Testing, L.L.C. (HBET)
640 White Avenue
Grand Junction, CO, 81501
Office: 970-255-8005
Fax: 970-255-6818

PROFESSIONAL SERVICES AGREEMENT

CLIENT	Company City of Grand Junction 250 N. 5th Street Grand Junction, CO 81501 Contact: Duane Hoff Phone:	Special Inspections and/or Construction Materials Testing Geotechnical Services for 1st Street January 30, 2017 HBET Proposal No: C003-17
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Professional Services: HBET agrees to perform the services outlined below. The CLIENT may subsequently amend the scope of services with the concurrence of HBET. Services provided by HBET will be consistent with the applicable building code, regulatory specification, and/or applicable standards prevailing at the time and in the area that the services are performed; no warranty, express or implied, is intended. CLIENT is responsible to provide the information known to be existing regarding the project as it applies to the execution of HBET services. It is the responsibility of the CLIENT to ensure HBET has been provided all approved for construction plans and specifications along with any addendums and/or Requests for Information (RFI) that applies to HBET Services. **Please note the attached Terms and Conditions are a part of this Agreement and contain a limitation of liability clause.**

Scope of Services: Perform special inspections and/or construction materials testing as directed by the CLIENT or his designated representative. Present the results of the services performed in a summary letter report. Additional scope of services may be added upon request and fees will be based on the unit charges and Terms and Conditions of the attached fee schedule.

Fee: Our fee will be based on the unit costs listed on the attached Fee Schedule and other costs needed to perform our services.

Termination: This Agreement may be terminated by either party upon reasonable written notice. Our services will be stopped and fees will be calculated to include all services performed and materials used or ordered.

Acceptance: We are proceeding with the above scope of services based on verbal authorization. Unless notified otherwise, we assume that you accept this agreement. **Prior to issuing our reports, one copy of this agreement must be signed and returned to us.**

Huddleston-Berry Engineering and Testing, L.L.C.

By Jason D. Collard - VP of Construction Services
0133E406B568445
Jason D. Collard
 V.P. Construction Services

Client: City of Grand Junction

DocuSigned by:
Duane Hoff
9E789E7D50F14BC...

Signature: _____
 Duane Hoff
 (Please Print)

Sr. Buyer

 Title



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Engineering & Testing, LLC

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**2017
FEE SCHEDULE
SPECIAL INSPECTIONS AND/OR CONSTRUCTION MATERIALS TESTING**

Technician I	(soils, non-structural concrete, & sample preparation)	\$ 55.00
Technician II	(asphalt, coring & sample preparation)	\$ 55.00
Inspector I	(structural concrete, reinforcing, masonry, piers, & piles)	\$ 65.00
Inspector II	(structural steel, wood framing & fire proofing)	\$ 75.00
Staff Geologist/Engineer		\$ 75.00
Project Management/Review		\$ 85.00
Senior Manager/Geologist/Engineer		\$ 115.00
Overtime	(Over 8 Hours per day, Evenings, & Weekends)	\$ 83.00
Overtime	(Holidays)	\$ 83.00
Trip Charge	(Grand Valley)	NO CHARGE
Trip Charge	(Outside Grand Valley @ per mile)	\$ 0.75

LABORATORY TESTING

SOILS		COMPRESSIVE STRENGTH	
Classification (Atterberg limits/Sieve)	\$ 130.00	f _c , Cylinders (bonded caps)	\$ 22.00
Hydrometer	\$ 65.00	f _c , Cylinders (unbonded caps)	\$ 18.00
Swell/Consolidation	\$ 75.00	f _c , Drilled Cores	\$ 22.00
Soluble Sulfates	\$ 25.00	f _c , Grout	\$ 22.00
Standard Proctor (ASTM D698 or AASHTO T99)	\$ 115.00	f _c , Mortar	\$ 18.00
Modified Proctor (ASTM D1557 or AASHTO T180)	\$ 125.00	f _c , CMU (ungrouted)	\$ 90.00
California Bearing Ratio (CBR)	\$ 250.00	f _c , CMU (grouted)	\$ 115.00
		Block Unit Weight and Absorption	\$ 35.00
		Flexural Strength of Beams	\$ 75.00
ASPHALT		FIREPROOFING	
Maximum Theoretical Specific Gravity	\$ 70.00	Density	\$ 75.00
Bulk Density	\$ 175.00	Bond Test	\$ 75.00
Marshall Flow and Stability	\$ 25.00		
Vacuum Extraction/Ignition AC	\$ 100.00		
Gradation of Extracted Aggregate	\$ 75.00		
Sub-consultant Services/Special Testing	Cost +20%		
Out of town living expenses, commercial travel costs, equipment rental, freight, etc	Cost +20%	Additional testing services available upon request.	

REMARKS

Technician rates include nuclear gauge or other typical field equipment and are charged portal to portal. A 24-hour to 48-hour notice is requested for scheduling of field services. Minimum 2 hour trip charge per day for field engineer, inspector or technician may be applied.

Proposals for specific projects available upon request.

Huddleston-Berry Engineering & Testing, LLC
Testing Services Terms and Conditions

DEFINITIONS: "HBET" shall mean Huddleston-Berry Engineering & Testing, LLC., and "CLIENT" shall mean exclusively the party for whom HBET is providing testing services as set forth on the face of this Order. "Order" shall mean the contract between HBET and CLIENT created by this document.

COMPENSATION: HBET will be compensated for testing services as specified on the face of this Order. Unit prices shall govern in the event of any discrepancy between unit prices, and extended prices. Terms of payment of net thirty (30) days from HBET's transmittal of the CLIENT monthly invoice.

SAMPLE RETRIEVAL AND DISPOSAL: Unless otherwise specified, CLIENT shall retrieve and dispose of, in accordance with applicable law, all test samples and sample residuals within thirty (30) days of HBET's transmittal of test results to CLIENT. Test samples and sample residuals not retrieved within 30 days may be disposed of, at HBET's sole discretion, and/or will be subject to HBET's then-current storage fees for which CLIENT agrees to be fully responsible and pay promptly.

WARRANTY: HBET will strive to perform testing services and present results in accordance with currently accepted practices and standards for firms engaged in similar work and using personnel and equipment suitable therefore, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED.

INDEMNIFICATION: CLIENT shall indemnify and save HBET harmless from and against loss, damage, injury, costs (including attorney's fees and cost of investigation), or liability to the extent arising from the negligent acts or omissions or willful misconduct of CLIENT and its employees and agents.

LIMITATION OF LIABILITY: CLIENT's sole and exclusive remedy for any alleged breach or warranty by HBET shall be to require HBET to re-perform any defective testing services; however, fees and costs to re-perform Testing services shall not exceed the Order value paid or to be paid to HBET. Notwithstanding any other provision of this Order, the total liability of HBET for liabilities, claims, judgments, demands and causes of action arising under or related to this Order, whether based in contract or tort, shall be limited to HBET's fee as set forth on the face of this Order. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after completion of the testing services by HBET.

HBET SHALL NOT BE RESPONSIBLE TO CLIENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) INCURRED BY CLIENT OR FOR WHICH CLIENT MAY BE LIABLE TO ANY THIRD PARTY WHICH DAMAGES HAVE BEEN OR ARE OCCASIONED BY TESTING SERVICES PERFORMED OR REPORTS PREPARED OR THER WORK PERFORMED HEREUNDER.

ASSIGNMENT AND SUBCONTRACTING: CLIENT shall not assign this Order without the prior written approval of HBET. HBET may subcontract portions of the testing services to a qualified subcontractor without prior approval of CLIENT.

TERMINATION: HBET may terminate this Order upon prior written notice to CLIENT. Upon termination, CLIENT shall pay HBET for all services performed hereunder through the date of termination.

FORCE MAJEURE: Should performance of HBET's services be materially, affected by causes beyond its reasonable control, a Force Majeure results, Force Majeure includes, but is not restricted to acts of God, acts or legislative, administrative or judicial entity, acts of contractors other than HBET's contractors, fires, floods, labor disturbances, and unusually severe weather. HBET will be granted a time extension and the parties will negotiate an adjustment to the fee, where appropriate, based upon the effect of the Force Majeure upon HBET's performance.

DOCUMENTS: All Reports or other documents (or copies) furnished to HBET by CLIENT, shall at CLIENTS written request, be returned upon completion of the services hereunder; provided, however, that HBET may retain one (1) copy of all such documents. All reports or documents (or copies thereof) in any form prepared by HBET under this Order are instruments of Service and are prepared for the sole and exclusive benefit of the CLIENT. HBET has title to all Instruments of Service. CLIENT'S right of use is limited to specified deliverables as set forth in this Order, if any.

ATTORNEY FEES: The prevailing party in any suit arising out of or relating to this Order shall be entitled to recover as part of its damages its reasonable legal costs and expenses.

WAIVER OF TERMS AND CONDITIONS: The failure of either HBET or CLIENT in any one or more instances to enforce one or more of the terms or conditions of this Order or to exercise any right or privilege in the Order of the waiver by HBET or CLIENT of any breach of the terms or conditions of this Order shall not be construed as thereafter waiving any such term, condition, right, or privilege, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.

DISPUTES: If a claim, dispute, or controversy arises out of or related to the interpretation, application, enforcement, or performance of Services under this Order, HBET and CLIENT agree first to try in good faith to settle the dispute by negotiations between senior management of HBET and CLIENT. If such negotiations are unsuccessful, HBET and CLIENT agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute can not be settled through arbitration, HBET and CLIENT agree to attempt to settle the dispute through good faith mediation. If the dispute can not be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in Grand Junction, Colorado. The non-prevailing party in any litigation shall reimburse the prevailing party for the prevailing party's documented legal costs (including reasonable attorneys' fees), in addition to whatever other judgment or settlement sums may be due.

GOVERNING LAW: This Order shall be governed and construed in accordance with the laws of Colorado.

INDEPENDENT CONTRACTOR: HBET shall be fully independent in performing the services and shall not act as an agent or employee of CLIENT.

ENTIRE AGREEMENT/ACCEPTANCE: The terms and conditions set forth herein constitute the entire understanding of HBET and CLIENT. All previous proposals, offers, and other communications relative to the provision of these services are hereby superseded. Any modification or revision of any provision hereto or any additional provision contained in any purchase order, acknowledgment or other form of the CLIENT is hereby expressly objected to by HBET and shall not operate to modify the Order.



Purchasing Division

REQUEST FOR QUOTE

**RFQ-4330-17-DH
GEOTECHNICAL SERVICES
FOR
1ST STREET RECONSTRUCTION,
OURAY AVE TO NORTH AVE**

Responses Due:

January 27, 2016 prior to 5:00pm

Send quote response via e-mail to:

duaneh@gjcity.org

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

City of Grand Junction

Phone (970) 244-1545

duaneh@gjcity.org

Geotechnical Services Quote Form

Project: **1st Street Reconstruction, Ouray Ave to North Avenue**

Description: Request for Quote for Quality Assurance Testing

Quote by:

Company: _____

Address: _____

Contact: _____

Phone: _____

E-Mail _____

Fax: _____

Project Engineer: Justin Vensel
Phone: (970) 256-4017
Fax: (970) 256-4022

Due Date: 1/26/2017 4:30 PM
Project Complete 7/14/2017

Geotechnical Services Bidders

Reference: Quality Assurance Testing Contract for 1st Street Reconstruction

To Whom It May Concern:

The City is to request bids for Quality Assurance Geotechnical Testing. The project consists of the complete reconstruction of 1st Street from Ouray Avenue to North Avenue to include subgrade excavation, upgraded road prism including 14" of Class 3 or Pit Run 12" Class 6, a 5" Hot Mix Asphalt mat, curb, gutter and sidewalk with on-street parking driveway cuts and one concrete alley improvement.

The City is looking for a cost guideline for each of the various tests to establish a base line for this project. Due to contractor means and methods the number of quality assurance tests cannot be quantified for this project. The owner reserves the right to make the award selection based on the best value for the City of Grand Junction.

Please prepare a bid to provide testing in accordance with the attached schedule. In addition, submit a means for handling work under the hourly rate for the technicians. It is the City's intent to have the contractor give the testing firm a minimum notice of 24 hours prior to testing needs. However, that may not be practical in some instances and the City may require that a tester be available within 2 hours of ordering a test.

All testers that arrive on site shall have the minimum testing certifications as described within the City of Grand Junction Standard Contract Documents Standard Specifications for Road and Bridge Construction.

All reports shall be generated on a weekly basis and supplied to the Project Manager or his onsite representative. Any failing test found in the field shall be addressed at that time by letting both the City and the contractor know of the failure.

Thank you for your participation in this project.

Sincerely

Justin Vensel
Project Engineer, City of Grand Junction

Soils

Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Compaction of subgrade and embankment under curbs, gutters, and sidewalks (ASTM D 2950)(1 per 400 LF)	1	EA	\$	\$
2	Compaction of subgrade and embankment under roadways (ASTM D2950)(1 per 600 SY)	1	EA	\$	\$
3	Compaction of Aggregate Base Course under curbs, gutters, and sidewalks (ASTM D 2950)(1 per 400 LF)	1	EA	\$	\$
4	Compaction of Aggregate Base Course under roadways (ASTM D 2950)(1 per 600 SY)	1	EA	\$	\$
5	Compaction of Aggregate Base Course under concrete Fillets and V-Pans (ASTM D 2950)(1 per 100 LF of V-pan 1 per Fillet)	1	EA	\$	\$
6	Compaction of Structural Backfill (ASTM D2950) (1 for each 2ft vertical depth per 100 LF of structural perimeter)	1	EA	\$	\$
7	Moisture Content	1	EA	\$	\$
8	AASHTO T-99 Proctor Test, including sample collection	1	EA	\$	\$
9	AASHTO T-99 Proctor Test, including sample collection	1	EA	\$	\$
10	Gradation ASTM C-136	1	EA	\$	\$
11	Plasticity Index ASTM D4318	1	EA	\$	\$
12	Soils Field Technician	1	HR	\$	\$
13	Soils Field Technician Night Work	1	HR	\$	\$
14	Soils Field Technician Weekend and Holidays	1	HR	\$	\$
15	Summary Reports and Logs	1	Weekly	\$	\$
16	Trip/truck charge Daily Rate	1	EA	\$	\$

Asphalt

Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Asphalt Content (CP-42-95 Method A or E or CPL 5120)(1 per 1000 tons or 1 per day Minimum)	1	EA	\$	\$
2	Gradation of Aggregate(CP31-95)(1 per 1000 Tons)	1	EA	\$	\$
3	Air Voids (Pa)(Table 401-3 AASHTO T269 2.8% to 5.2%)(1 per 1000 Tons or 1 per Day)	1	EA	\$	\$
4	Voids in Mineral Aggregate Table 401-2 CP48-95)(1 per 1000 Tons or 1 per Day)	1	EA	\$	\$
5	Percent relative compaction (CP51 and 81, 92%-96%)(1 PER 800 sy PER DAY Activity)	1	EA	\$	\$
6	Compaction of Structural Backfill (AASHTO T-180) (1 for each 2ft vertical depth per 100 LF of structural perimeter)	1	EA	\$	\$
7	Asphalt Field Technician	1	Hr	\$	\$
8	Asphalt Field Technician Night Work	1	Hr	\$	\$
9	Asphalt Field Technician Weekend/Holiday Work	1	Hr	\$	\$
10	Trip/truck Charge Daily Rate	1	EA	\$	\$

Concrete

Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Compressive Strength (4 Cylinders per set)(AASHTO T22 & T23 see section 601)(1 per 100 CY or 1 Per Day)	1	EA	\$	\$
2	Air Content (AASHTO T 152, 6% +- 1.5%)(1 per 100 CY or 1 per day)	1	EA	\$	\$
3	Verification of Water Cement (Not to Exceede 0.45)(1 per 100 CY or 1 Per Day)	1	EA	\$	\$
4	Slump (AASHTO T119, 4" Max)(1 per 100 CY or 1 Per Day)	1	EA	\$	\$
5	ACI Field Technician	1	HR	\$	\$
6	ACI Field Technician Night Work	1	HR	\$	\$
7	ACI Field Technician Weekend/ Holiday Work	1	HR	\$	\$
8	ACI Lab Technician	1	HR	\$	\$
9	ACI Lab Technician Night Work	1	HR	\$	\$
10	ACI Lab Technician Weekend Holiday Work	1	HR	\$	\$
11	Truck/Trip charge Daily Rate	1	EA	\$	\$
	Stand By Time Technicians	1	HR	\$	\$

Signature

Date

Appendix A

Certifications

Laboratory and Field Testing Requirements. All sampling and testing shall be performed by qualified technicians using proper equipment as required by each test procedure.

Hot Mix Asphalt. Personnel performing sampling and testing of aggregates for hot mix asphalt (HMA) or bituminous mixtures shall possess the appropriate CAPA (LabCat) Certification or combination of certifications for all sampling and testing performed. CAPA certifications include A- Laydown, B- Asphalt Plant Material Controls, C – Mixture Volumetric and Stability, and E- Aggregates.

Soil and Aggregates. Technicians performing testing of soils or aggregates for road base or embankment construction shall be NICET Level II or WAQTC certified.

Portland Cement Concrete. Personnel conducting field-testing of concrete must be American Concrete Institute (ACI) certified as a Concrete Field Testing Technician – Grade I. Field testing of concrete includes slump, temperature, Air content, Water Cement Ratio, wet unit weight, and the making of compressive strength cylinders.

Personnel conducting compressive strength tests must be certified as ACI Laboratory Testing Technician – Grade I or ACI Concrete Strength Technician.



Purchasing Division

REQUEST FOR QUOTE

**RFQ-4330-17-DH
GEOTECHNICAL SERVICES
FOR
1ST STREET RECONSTRUCTION,
OURAY AVE TO NORTH AVE**

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January 27, 2016 prior to 5:00pm

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duaneh@gjcity.org

Purchasing Representative:

Duane Hoff Jr., Senior Buyer

City of Grand Junction

Phone (970) 244-1545

duaneh@gjcity.org

Geotechnical Services Quote Form

Project: 1st Street Reconstruction, Ouray Ave to North Avenue

Description: Request for Quote for Quality Assurance Testing

Quote by:

Company: HOOLESTON-BERRY

Address: 640 WHITE AVE

GD CO 81501

Contact: JESSE LUERAS

Phone: 970 255 8005

E-Mail: JLUERAS@GMAIL.COM

Fax: 970 255 6818

Project Engineer: Justin Vensel

Phone: (970) 256-4017

Fax: (970) 256-4022

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Project Engineer, City of Grand Junction

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2	Compaction of subgrade and embankment under roadways (ASTM D2950)(1 per 600 SY)	1	EA	\$ —	\$ —
3	Compaction of Aggregate Base Course under curbs, gutters, and sidewalks (ASTM D 2950)(1 per 400 LF)	1	EA	\$ —	\$ —
4	Compaction of Aggregate Base Course under roadways (ASTM D 2950)(1 per 600 SY)	1	EA	\$ —	\$ —
5	Compaction of Aggregate Base Course under concrete Fillets and V-Pans (ASTM D 2950)(1 per 100 LF of V-pan 1 per Fillet)	1	EA	\$ —	\$ —
6	Compaction of Structural Backfill (ASTM D2950) (1 for each 2ft vertical depth per 100 LF of structural perimeter)	1	EA	\$ —	\$ —
7	Moisture Content	1	EA	\$ 25.00	\$ 25.00
8	AASHTO T-99 Proctor Test, including sample collection	1	EA	\$ 115.00	\$ 115.00
9	AASHTO T-99 Proctor Test, including sample collection 5-150	1	EA	\$ 125.00	\$ 125.00
10	Gradation ASTM C-136	1	EA	\$ 60.00	\$ 60.00
11	Plasticity Index ASTM D4318	1	EA	\$ 60.00	\$ 60.00
12	Soils Field Technician	1	HR	\$ 55.00	\$ 55.00
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14	Soils Field Technician Weekend and Holidays	1	HR	\$ 83.00	\$ 83.00
15	Summary Reports and Logs	1	Weekly	\$ —	\$ —
16	Trip/truck charge Daily Rate	1	EA	\$ —	\$ —

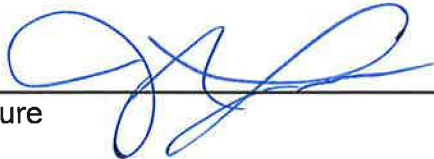
Asphalt

Item	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Asphalt Content (CP-42-95 Method A or E or CPL 5120)(1 per 1000 tons or 1 per day Minimum)	1	EA	\$ 230.00	\$ 230.00
2	Gradation of Aggregate(CP31-95)(1 per 1000 Tons)	1	EA	\$ 75.00	\$ 75.00
3	Air Voids (Pa)(Table 401-3 AASHTO T269 2.8% to 5.2%)(1 per 1000 Tons or 1 per Day)	1	EA	\$ 90.00	\$ 90.00
4	Voids in Mineral Aggregate Table 401-2 CP48-95)(1 per 1000 Tons or 1 per Day)	1	EA	\$ /	\$
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2	Air Content (AASHTO T 152, 6% +- 1.5%)(1 per 100 CY or 1 per day)	1	EA	\$ -	\$ -
3	Verification of Water Cement (Not to Exceede 0.45)(1 per 100 CY or 1 Per Day)	1	EA	\$ -	\$ -
4	Slump (AASHTO T119, 4" Max)(1 per 100 CY or 1 Per Day)	1	EA	\$ -	\$ -
5	ACI Field Technician	1	HR	\$ 55. ⁰⁰	\$ 55. ⁰⁰
6	ACI Field Technician Night Work	1	HR	\$ 83. ⁰⁰	\$ 83. ⁰⁰
7	ACI Field Technician Weekend/ Holiday Work	1	HR	\$ 83. ⁰⁰	\$ 83. ⁰⁰
8	ACI Lab Technician	1	HR	\$ -	\$ -
9	ACI Lab Technician Night Work	1	HR	\$ -	\$ -
10	ACI Lab Technician Weekend Holiday Work	1	HR	\$ -	\$ -
11	Truck/Trip charge Daily Rate	1	EA	\$ -	\$ -
	Stand By Time Technicians	1	HR	\$ 55. ⁰⁰	\$ 55. ⁰⁰

Signature



Date

1/27/17

Appendix A

Certifications

Laboratory and Field Testing Requirements. All sampling and testing shall be performed by qualified technicians using proper equipment as required by each test procedure.

Hot Mix Asphalt. Personnel performing sampling and testing of aggregates for hot mix asphalt (HMA) or bituminous mixtures shall possess the appropriate CAPA (LabCat) Certification or combination of certifications for all sampling and testing performed. CAPA certifications include A- Laydown, B- Asphalt Plant Material Controls, C – Mixture Volumetric and Stability, and E- Aggregates.

Soil and Aggregates. Technicians performing testing of soils or aggregates for road base or embankment construction shall be NICET Level II or WAQTC certified.

Portland Cement Concrete. Personnel conducting field-testing of concrete must be American Concrete Institute (ACI) certified as a Concrete Field Testing Technician – Grade I. Field testing of concrete includes slump, temperature, Air content, Water Cement Ratio, wet unit weight, and the making of compressive strength cylinders.

Personnel conducting compressive strength tests must be certified as ACI Laboratory Testing Technician – Grade I or ACI Concrete Strength Technician.