

ADAMS COUNTY, COLORADO  
SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 20<sup>th</sup> day of February, 2012, by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Atkins North America, Inc., located at 4601 DTC Boulevard, Suite 700, Denver, Colorado 80237, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

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

**SECTION I - SERVICES OF THE CONTRACTOR**

The Contractor shall provide professional engineering post design services during the construction phase of the Goat Hill Neighborhood Phase 2B. Post design services include all areas described in the Contractor's proposal dated December 27, 2011 attached as Exhibit "A" and incorporated herein as reference.

**SECTION II - COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08**

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- D. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- E. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

- F. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- G. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- H. If Contractor violates this Section II of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

#### 102 SECTION III - RESPONSIBILITIES OF THE COUNTY

The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

Describe other responsibilities, if any, to be performed by County.

#### SECTION IV - TERM

The term of this Agreement shall commence by the Contractor after receipt of Notice to Proceed and be completed by July 31, 2012.

#### SECTION V - PAYMENT AND FEE SCHEDULE

The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of twenty seven thousand nine hundred and ninety four dollars (\$27,994.00).

##### A. Invoices

Invoices will be submitted to the County by the Contractor on a monthly basis for services performed under this Agreement. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

##### B. Fund Availability

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

## SECTION VI - INDEPENDENT CONTRACTOR

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

## SECTION VII - NONDISCRIMINATION

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

## SECTION VIII - INDEMNIFICATION

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

## SECTION IX – INSURANCE

The Contractor agrees to maintain insurance of the following types and amounts:

Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

Workers' Compensation Insurance: Per Colorado Statutes

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

Each Occurrence

\$1,000,000

- \* This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.
3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

## **SECTION X - TERMINATION**

### **A. For Cause**

If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

### **B. For Convenience**

The County may terminate the Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If the Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under the Agreement, less payments previously made to the Contractor under the Agreement.

## **SECTION XI - MUTUAL UNDERSTANDINGS**

### **A. Jurisdiction and Venue**

The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17<sup>th</sup> Judicial District, Colorado.

### **B. Compliance with Laws**

During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Subcontract that are considered to be "Protected Health Information."

### **C. Record Retention**

The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.

### **D. Assignability**

Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

### **E. Waiver**

Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

F. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

G. Notice

Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

For the County:

Adams County Purchasing and  
4430 S. Adams County Parkway  
Brighton, CO 80601  
Contact Person: Liz Estrada  
Phone: 720.523.6052  
Fax: 720.523.6058

Adams County Attorney's Office  
4430 S. Adams County Parkway  
Brighton, Colorado 80601  
Phone: 720.523.6116  
Fax: 720.523.6114

For the Contractor:

Atkins North America, Inc.  
4601 DTC Blvd., Suite 700  
Denver, CO 80237  
Contact Person: Dan Liddle, PE  
Phone: 303.221.7275  
Fax: 303.221.7276

H. Integration of Understanding

This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

I. Severability

If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

J. Authorization

Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**SECTION XII - CHANGE ORDERS OR EXTENSIONS**

- A. The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including but not limited to additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- B. The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

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

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

[Signature]  
Chair

2/20/12  
Date

ATTEST:  
KAREN LONG  
CLERK AND RECORDER



[Signature]  
Deputy Clerk

APPROVED AS TO FORM:

[Signature]  
Adams County Attorney's Office

ATKINS NORTH AMERICA, INC.

[Signature]  
Name  
Vice President  
Title

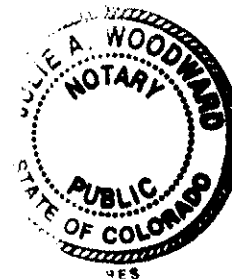
2/20/12  
Date

Signed and sworn to before me on this 20<sup>th</sup> day of FEBRUARY, 2012 by

JEFFERY R. KULLMAN

[Signature]  
Notary Public

My commission expires on: 3/19/16



## CONTRACTOR'S CERTIFICATION OF COMPLIANCE


Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Atkins  
Company Name

2/20/12  
Date

Jeffery R. Kullman  
Name (Print or Type)

  
Signature

Vice President  
Title

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



Exhibit "A"

# ATKINS

Atkins North America, Inc.  
4601 DTC Boulevard, Suite 700  
Denver, Colorado 80237

Telephone: +1.303.221.7275  
Fax: +1.303.221.7276

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

December 27, 2011

Mr. Antonio Tebsherani, P.E.  
Project Manager  
Adams County Public Works/Engineering  
4430 S. Adams County Parkway, 1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601-8218

**RE: Goat Hill Neighborhood between 64<sup>th</sup> to 67<sup>th</sup> Avenue and Lowell to Federal Boulevard  
Change Order for Post Design Services – Phase IIB  
PBS&J Project No: 100003424**

Dear Antonio:

In accordance with your request and our previous correspondence, Atkins is submitting an as-requested services change order request for post design services during construction.

The Consultant shall be available to complete the following potential project needs:

1. Review shop drawings submitted by the construction contractor as needed.
2. Make any necessary revisions to the construction plans, details, and specifications.
3. Assist the County in answering questions, and resolving problems raised by the construction contractor, utility companies, affected citizens, etc.
4. Help provide information, clarification, or interpretation regarding the project plans and specifications.
5. Help the County and the construction contractor to resolve any dispute during construction.
6. Conduct at least three (3) site visits during the critical phases of project construction.
7. Provide drawings for field changes that may be required.
8. For major deviations from the design, modify plans and prepare as-builts. The contractor/County will provide the data and to be incorporated in the drawings.
9. Miscellaneous surveying to verify accuracy of staked and/or as-constructed elements.

The following is from the original RFP:

*The cost of services for the post design work will be negotiated when the Adams County Board of County Commissioners appropriates funds for the construction. It should be noted that the consultant will be responsible for any changes in the plans that may be required as a result of errors or oversights in the design at no cost to the County.*

Adams County project manager will direct the work prior to its initiation. The work will be completed on a time and material (not to exceed budget) basis. The total budget for this work is \$27,994 (see attached spreadsheet for basis of assumptions).

If you have any questions regarding this change order request, please contact me at 303-221-7275.

Sincerely,



Daniel A. Liddle, P.E.  
Senior Project Manager

Attachment

**Scope and Hour Estimate  
Goat Hill Neighborhood Improvements-Phase IIB  
Post Design Services Modification**

Scope Work Element Description	Sr. Project Manager (Tiddle)	Engineer II Design (Harris)	Engineer II Drainage (Rineath)	Admin. Assist. (Kordick)	Subtotal
<b>POST DESIGN SERVICES</b>					
1 Review shop drawings	8	12	8	1	29
2 Make any necessary revisions	4	16	8		28
3 Assist the County in answering questions, and resolving problems	16	16			32
4 Help provide information, clarification, or interpretation	8	8			16
5 Help the County resolve disputes during construction	8	8			16
6 Conduct at least three (3) site visits	12	6			18
7 Provide drawings for field changes	2	32	24		58
8 Prepare as-buils for major deviations	4	32	16	1	53
<b>TOTAL HOURS</b>	<b>62</b>	<b>130</b>	<b>56</b>	<b>2</b>	<b>250</b>
<b>TOTAL COSTS</b>	<b>\$10,540.00</b>	<b>\$10,660.00</b>	<b>\$4,592.00</b>	<b>\$116.00</b>	<b>\$25,908.00</b>

**REIMBURSABLE EXPENSES:**

Reproductions

Copies - B&W 8.5X11 (4 copies x 20 sheets each)

Copies - B&W 11X17 (4 copies x 20 sheets each)

Mileage (3 trips x 40 miles)

**TOTAL REIMBURSABLE EXPENSES:**

**SUBCONSULTANTS**

Aztec (surveying)(assume 20 hrs. @ \$100/hr.)

**TOTAL SUBCONSULTANTS:**

<b>TOTAL PROJECT COST</b>	<b>\$27,994.00</b>
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\$2,000.00

\$2,000.00

\$86.00

Quantity

unit

total cost

80

each

\$8.00

80

each

\$12.00

120

miles

\$66.00