

**MESA COUNTY  
FIRST AMENDMENT TO AND EXTENSION OF  
PROFESSIONAL SERVICE CONTRACT  
FOR RFQ-23-03037-QA**

WHEREAS, Mesa County, Colorado (hereinafter "Owner") and Rocksol Consulting Group Inc. (hereinafter "Contractor") entered into a Professional Service Contract (hereinafter "Contract") on February 28, 2023; and

WHEREAS, pursuant to Section 1.11 of the RFQ, Owner and Contractor may, upon mutual agreement, is eligible for three consecutive annual renewals, pending Board of County Commissioners approval based upon existing budget funding available during the out years, for the continuation of the yearly sanitary on-call contract; and

WHEREAS, both Owner and Contractor mutually agree to extend the Contract for one (1) year with the understanding that one (1) additional one (1) year contract extension remain, contingent upon the applicable fiscal year funding.

NOW THEREFORE, the Owner and Contractor agree that:

1. The term of this First Amendment and Extension of the contract shall be from April 2, 2024 to April 2, 2025.
2. Contractor shall accept compensation not to exceed the amount of \$100,000.00, paid by the Owner for work as stated in the Scope of Work of the Contract, based on time and materials. The terms of the contract have been updated and superseded by terms and pricing given in Exhibit 1.
3. Pursuant to Article 8 of the Contract the Contractor shall be fully insured during the entire term of this 1<sup>st</sup> Amendment, and shall provide such documented proof to the Contract Administrator.
4. Except as amended herein, all other terms and conditions of the Contract and RFQ-23-03037-QA shall remain in full force and effect throughout the term of this First Amendment.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024

BOARD OF COUNTY COMMISSIONERS  
COUNTY OF MESA, COLORADO

Rocksol Consulting Group, Inc.



\_\_\_\_\_  
Bobbie Daniel, Chair

Attest:

\_\_\_\_\_  
Clerk and Recorder



## **2024 On Call Quality Assurance Testing Services Minimum Specifications**

### **Summary of Intent**

Mesa County Public Works is requesting a Statement of Qualifications from Consultants interested in performing on-call quality assurance (QA) testing, as outlined below, for CIP road and bridge improvement projects under construction or yet to be bid. The submittals will be evaluated by Mesa County. It is the County's goal to select a Consultant who will provide the highest quality of customer service and technical expertise. The award of the contract will be based on the evaluation of criteria outlined in Section IV of this RFQ. Be advised that this will be a contract not to exceed \$100,000.00 for work during a 12 month period.

### **Scope of Work**

The Consultant is to provide on-call QA inspection, testing, and documentation in accordance with Mesa County Standard Special Provision 106 testing frequencies and CDOT Field Materials Manual testing procedures. Projects selected for QA testing will be determined by Mesa County.

All testing must be performed under the direct supervision of a Colorado Licensed Professional Engineer. The testing agency shall have an AASHTO accredited or CDOT approved testing laboratory.

Personnel performing sampling and testing of hot mix asphalt 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 Materials Control, C- Mixture Volumetrics and Stability, and E- Aggregates. Technicians performing testing of soils or aggregates for road base or embankment construction shall be NICET Level II, or WAQTC certified. Personnel conducting field testing of concrete must be ACI certified as a Concrete Field Testing Technician – Grade 1. Personnel conducting compressive strength tests must be ACI Laboratory Testing Technician – Grade 1 or ACI Concrete Strength Testing Technician. Equivalent NICET certification for all technicians is acceptable.

### **Labor, Materials, Vehicles & Equipment**

The Consultant shall furnish all personnel, materials, equipment and transportation required to perform the work included in the contract. Consultant personnel shall have appropriate vehicles (equipped with flashing amber beacon), PPE and any other safety equipment required by Mesa County Specifications.

Personnel provided by the testing agency who do not meet the specified requirements, or who fail to perform their work in an acceptable manner, shall be removed from the project when determined and directed by the Construction Manager.

### **Materials Testing**

All tests performed shall comply with ASTM/AASHTO standards, as applicable, and be in accordance with the Mesa County Standard Specifications and CDOT Field Materials Manual testing procedures. All materials designated in the CDOT Specifications and CDOT Field Materials Manual to be tested by CDOT Laboratory will be tested instead under this contract by the testing agency.

The Consultant shall sample, test, inspect and document all materials generated and utilized in the construction of projects as directed by Mesa County. Consultant shall provide copies of testing results and inspection reports to the individual project's Construction Manager within 24 hours of completion of the test results at the latest.

In the event that the results of a given test indicate that a material is out of spec, the failing sample(s) shall be preserved and the Construction Manager shall be immediately notified of the results. The failing sample shall be kept separate from other samples and stored securely until directed by the Construction Manager to dispose of it.

### **Work Duration**

The time period of the work will be from the award of the QA Services contract until one year after award. Actual work requirements will vary depending on the individual construction contract needs, contractor's schedule and weather conditions. Consultant will be required to provide field testing and sampling within 12 hours of request of service in most cases with occasional requests on shorter notice.

# EXHIBIT 1



**RockSol's Schedule of Hourly Rates**  
**Mesa County**  
**For April 15 to December 31, 2024**

**RockSol Standard Fee Schedule**

<i>Employee</i>	<i>Employee Classification</i>	<i>Hourly Rate*</i>
Dave Eller	Senior Project Manager	\$237.64
Trevor Woolley	Construction Manager/Inspector	\$158.36
Dalton Hamer	Lab Supervisor/Tech III	\$111.31
Hank Gray	Technician II	\$88.28
Rick Gunther	Technician II	\$88.28
Audrey Kachin	Technician I	\$76.47
Levi Basler	Technician I	\$76.47
Richie Staats	Technician I	\$76.47
Beatrice Torres	Technician II	\$88.28
Dennis Compton	Technician III	\$111.31
Matt Sias	Technician II	\$88.28
Ryan Foster	Technician I	\$76.47
Dakota Petruzzi	Technician I	\$76.47
Wade Coniff	Student Intern	\$61.88
Dawson Walraven	Student Intern	\$61.88
Rebecca Sphatt	Project Control and Admin	\$99.53
Penny Bouley	Project Control and Admin	\$99.53

*\*Note: RockSol requests consideration for rates to be escalated by 4% for subsequent calendar years*

- Mileage Federal Government Rate
- Materials Testing by the Test See Price Per Test Fee Schedule
- Travel At Cost
- Drilling At Cost
- Outside Services At Cost
- Public Involvement Supplies/Mailings At Cost

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services, LLC
4600 S. Ulster Street, Suite 1200
Denver, CO 80237
800 873-8500
CONTACT NAME:
PHONE (A/C, No, Ext): 800 873-8500
E-MAIL ADDRESS: den.certificate@usi.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Travelers Indemnity Company of CT (25682), INSURER B: Travelers Property Cas. Co. of America (25674), INSURER C: XL Specialty Insurance Company (37885)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes entries for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) As required by written contract or written agreement, the following provisions apply subject to the policy terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insureds under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured work performed on behalf of the certificate holder and owner. (See Attached Descriptions)

CERTIFICATE HOLDER: Mesa County Public Works, 200 S Spruce, Grand Junction, CO 81501
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE (Signature)

## DESCRIPTIONS (Continued from Page 1)

The General Liability, Automobile Liability, Umbrella/Excess insurance applies on a primary and non contributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability.

Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

RE: Project: 2023 On-Call QA.

Additional Insureds include: Mesa County, its officers, officials, employees and volunteers.