



PROPOSAL NO _____

ISSUE DATE _____

**REQUEST FOR PROPOSAL (RFP)
COVER SHEET**

PROPOSAL TITLE: _____

SUBMISSION DEADLINE: _____ on _____

SUBMIT PROPOSAL TO: **City Clerk's Office**
11701 Community Center Dr
Northglenn CO 80233
or
rfp@northglenn.org

CONTACT: _____

EMAIL: _____

PHONE: _____

Bidding instructions and drawings are available at the Rocky Mountain E-Purchasing website or at:
https://www.northglenn.org/government/bids_with_the_city.php

**VOLUNTARY
PREBID CONFERENCE:** _____

DATE & TIME: _____ at _____

LOCATION: _____

The undersigned hereby affirms that (1) they are a duly authorized agent of the vendor, (2) they have read all terms and conditions, requirements, and instructions of this bid as stated or implied, (3) the vendor warrants that they are familiar with all provisions of the contract documents and technical specifications which were made available in conjunction with this solicitation and fully understands and accepts them unless specific variations have been expressly listed in their offer, (4) that the offer is being submitted on behalf of the vendor in accordance with any terms and conditions set forth in this document, and (5) that the vendor listed on the bid submission must match all contract and insurance documents submitted upon award.

PRINT OR TYPE YOUR INFORMATION

Company _____ Fax Number _____

Address _____ City, State Zip _____

Contact Person _____ Title _____

Email _____ Phone _____

Signature _____

Print name _____

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL NO:** _____

2. **PROPOSAL TITLE:** _____

3. **PURPOSE OF SOLICITATION:**

4. **SCHEDULE OF ACTIVITIES:** The following schedule of activities delineates the timing of the solicitation and the estimated project schedule. These dates may be subject to change at the City's discretion.

5. **INTERPRETATION OF DOCUMENTS AND SPECIFICATIONS:** Wherever the word "contract" appears, it shall be held to include all the documents as listed. No less than all of the parts of the contract documents shall constitute the formal contract. If any person contemplating submitting a proposal for the proposed contract is in doubt as to the true meaning of any part of specifications, schedules, or information sheets or the proposed contract documents, they may submit to the project manager a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt and actual delivery. Any interpretation of such documents will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents. The City will not be responsible for any explanation or interpretation of such documents which anyone presumes to make on behalf of the City.

6. **TERMS AND CONDITIONS:** As set forth in the contract agreements and any supplemental, the following terms and conditions will apply to this Request for Proposal, each vendor's proposal and to the negotiations, if any, of any said contract. The City will consider specific recommended changes that clarify the intent of the agreement. **The City will not consider contract changes that have not been specifically identified in your proposal response.** A general statement suggesting that, if selected you reserve the right to discuss contract issues at a later date will not be accepted and will be grounds for disqualification. Submission of a proposal in response to this RFP indicates the vendor's acceptance of the terms and conditions contained in this document and the contract.

7. **BIDDER EXPENSES:** The City of Northglenn will not be responsible for any expenses incurred by any vendor in preparing and submitting an offer.

8. **WITHDRAWAL:** A vendor may withdraw their proposal at any time prior to the expiration of the final date and time set for receipt of bids. Withdrawal notification must be in written form, and must be received in the Offices of the City Clerk prior to the closing date and time.
9. **IRREVOCABILITY:** Following the time of closing, all bids will become irrevocable offers to the City and will remain as such until 90 days from date of submission. By submission of a bid, the vendor agrees to enter into a contract. In addition all quoted prices will be firm and valid up to 90 days from date of submission. The City may, in its sole discretion, release any proposal and return any bonds if applicable prior to the 90 days.
10. **LATE PROPOSALS:** Any proposal received after the Final date and time for receipt of proposal will not be accepted and will be unopened and discarded without being considered.
11. **SIGNATURES OF VENDORS:** Each vendor shall sign their proposal, using their legal signature and giving their full business address. The person signing the proposal must be an officer of the company or partnership. Bids by partnerships shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the President, Secretary, or other persons authorized to bind it in the matter. The names of all persons signing should also be printed below the signature. A proposal by a person who affixes to their signature the word, "President", "Secretary", "Agent" or other designation without disclosing their principal, may be held to be a proposal of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished. Bids submitted electronically are to be typed in lieu of written signature (see the cover letter).
12. **OPEN RECORDS ACT:** Notwithstanding any language contained in a proposal to the contrary, all proposals submitted to the City become the property of the City. Any information considered proprietary should be marked by the vendor and as such and will be kept confidential to the extent provided by law.
13. **SALES TAX:** Vendors shall not include federal, state, or local excise, sales or use taxes in prices offered, as the City is exempt from payment of such taxes.
14. **MISTAKES IN BIDDING INSTRUCTIONS:** If the City makes a mistake in drafting the bidding instructions or any other contract documents, the City reserves the right to reject any or all bids, or to require that vendors submit an alternate proposal with adjustments made to correct the error(s). Such errors will be set forth in an addendum. If the vendor has already been selected and has started performing work under the contract, and the City then discovers a mistake in the contract documents for which the City is responsible, the City may opt to reform the contract. If the mistake causes the vendor to receive compensation for materials not used in the work or for labor that would not be required for the work, the contract price shall be decreased proportionally. If the mistake causes the vendor to fail to bid on work which must be performed in order to properly complete the contract, the City may increase the contract price to equal the proportionate increase in the cost of required materials and labor caused to the vendor. In the alternative, the City may solicit bids for such additional work, or the City may reassign such additional work to another vendor, as the City deems appropriate. Nothing in this provision shall apply to mistakes made by the vendor in completing the proposal form or in performing the contract.
15. **ACCEPTANCE OF PROPOSAL:** It is expressly understood and agreed that the City reserves the right to reject any or all bids, to waive formalities, and accept the proposal which appears to be in the City's best interest.
16. **APPEAL OF AWARD:** Solicitations will be awarded based on multiple criteria, price being just one of the conditions. Vendors can review the solicitation's special terms and conditions for information on evaluation criteria. Vendors may appeal the award decision by submitting, in writing, to the City of Northglenn, a request for reconsideration within 7 calendar days after the posting of the Notice of Intent to Award, provided that the appeal is sought by the vendor prior to the City finalizing a contract with the selected vendor. Vendors who were deemed non-responsive are ineligible to participate in the appeal process.

- 17. DEFENSE OF SUITS:** In case any action at law or suit in equity is brought against the City, any officer, employee, or agent thereof, for or on account of the failure, omission, or neglect of the vendor to do and perform any of the covenants, acts, matters, or things by this contract undertaken to be done or performed, or for the injury or damage caused by the negligence of the vendor or their subcontractors or their agents, or in connection with any claim or claims based on the lawful demands of subcontractors, workmen, material, men or suppliers or machinery and parts thereof, equipment, power tools and supplies incurred in the fulfillment of the contract, the vendor shall indemnify and save harmless the City, officers, employees, and agents of the City, of and from all losses, damages, costs (including attorney's fees), expenses, judgments, or decrees whatever arising out of such action of suit that may be brought as aforesaid.
- 18. CONTRACT NEGOTIATIONS:** If the City decides to proceed and to negotiate a contract, the City intends to provide written notification to the vendor whose proposal is deemed by the City to be in the best interests of the City and the City will attempt to negotiate a contract with the selected vendor(s) on terms and conditions stated in this RFP or in the successful vendor's bid, but shall also include terms and conditions later negotiated. If the City and the successful vendor are unable to execute a contract and the vendor has been notified that it is the successful vendor then the City may cease all discussions with the (first) successful vendor without any further obligation to that vendor and select another (second) vendor as the successful vendor. If the (second) vendor is rejected, as per the terms above, then the City, without any further obligation to that vendor, may select another (third) vendor as the successful vendor and so on, or the City reserves the right to reject all proposals and re-bid.
- 19. OPENING OF PROPOSALS:** The City reserves the right to open Proposals received in response to this RFP, privately and unannounced, after the closing date and time.
- 20. EXTENSION OF TIME:** No time extensions are being considered at this time; however, should the City extend this proposal, all vendors will be given the same considerations.

PROPOSAL FORM

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

PROPOSAL: Pursuant to the "advertisement for proposal" for the above named project, and being familiar with all contractual requirements therefore, the undersigned bidder hereby proposes to furnish all labor, materials, tools, supplies, equipment, transportation, services and all other things necessary for the completion of the contractual work, and perform the work in accordance with the requirements and intent of the contract documents, within the time of completion set forth herein, for, and in consideration of the following prices.

Proposal of _____ (hereinafter called **BIDDER**) organized and existing under the laws of the State of _____ doing business as _____. To the **CITY OF NORTHGLENN** (hereinafter called **CITY**). In compliance with your advertisement for bids, **BIDDER** hereby proposes to perform WORK on

_____ - _____

in strict conformance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies, and in case of a joint bidder each party thereto certifies as to their own organization that this **BID** has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this **BID** with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** as indicated in the General Conditions.

BIDDER acknowledges receipt of the following **ADDENDUM**:

*Insert "a corporation", "a partnership", or "an individual" as applicable.

Sub-contractors (if any): Work they will perform:

1. _____ Email: _____

2. _____ Email: _____

3. _____ Email: _____

Please provide a complete and accurate list of at least three references and contact phone numbers:

1. _____ Phone: _____

Email: _____

2. _____ Phone: _____

Email: _____

3. _____ Phone: _____

Email: _____

Respectfully
submitted,

(Seal, if Proposal is by a
Corporation)

Signature

Address

Title

Date

License Number
(If Applicable Signature)

Phone Number

Attest



Planning & Development
11701 Community Center Drive
Northglenn, CO 80233
P: 303-450-8739
F: 303-450-8708
northglenn.org

REQUEST FOR PROPOSALS

NGCC PHASE III IMPLEMENTATION FORMER RECREATION CENTER ABATEMENT AND DEMOLITION SERVICES

I. EXECUTIVE SUMMARY

The City of Northglenn is seeking proposals for Abatement and Demolition services for Phase III of the Northglenn Civic Center (NGCC) project. Phase III of the project will include the soil remediation investigation along with demolition of the former Recreation Center facility. The city is seeking proposals from firms for the abatement of materials identified and demolition of the former recreation center.

II. FUNDING

The City Council adopted the Northglenn Civic Center Master Plan on April 10, 2017. The plan articulates the community's desire and vision for the redevelopment of the NGCC site, located on a 20.7-acre site that houses the city's Recreation Center, Senior Center and Theatre as well as City Hall. The proposed redevelopment includes new civic facilities, a safe and inviting street network, signature public spaces, updated utilities and private development opportunities.

III. CIVIC CENTER MASTER PLAN BACKGROUND

Prior to the development of the Webster Lake Promenade (the retail development south of 120th Avenue between I-25 and Grant Street), the City had been actively pursuing the redevelopment/revitalization of approximately 40 acres of land located at the southeast section of the 120th Avenue and the I-25 interchange. The city sold off a portion of the land, which led to the development of the Webster Lake Promenade, a restaurant and commercial development between I-25 and Grant Street off 120th Avenue.

Following development of the Webster Lake Promenade, the City then evaluated several development proposals from the master developer and conducted a market study to determine the most appropriate development approach for the remaining land to be redeveloped. The City did not pursue any of the recommendations of the developer at that time and decided to focus its efforts on the 20.7 acres that currently house the City Hall and the Recreation Center, Senior Center, and Theatre facility.

In 2016, the City hired a consultant team to commence a thorough public process to develop a community vision for the NGCC site. The process included vigorous public outreach in

order to ensure the public had input into the future redevelopment of the site. The process resulted in the “Northglenn Civic Center Master Plan” that was adopted by City Council in 2017.

Following that effort in 2017, the City began the process of implementation of Phase I of the CCMP. This included retaining a consultant team to provide an in-depth analysis of current and future recreation amenities and programs in anticipation of a new multi-use facility that includes a recreation center, senior center and theater as well as an in-depth public engagement process to achieve community by-in on the project.

The implementation of Phase I of the NGCC Master Plan was initiated in April 2018 with the design and construction of the new Northglenn Recreation Center, Senior Center and Theatre, as well as the Memorial Parkway and associated infrastructure. The project was completed on October 9, 2021, with its official grand opening to the public. The team for this project was Barker Rinker Seacat Architects for design and engineering, FCI Constructors as general contractor, and Cumming Management Group as owner representative and project manager, along with city staff.

We are currently in the second phase of implementation of the NGCC Master Plan. Phase II of the NGCC Master Plan project was formally initiated in January 2021 by commencing the design of the new City Hall facility. Cumming Management Group was selected to continue with project management on the second phase of the project. The city also brought on Anderson Mason Dale Architects for design and engineering services in late 2021. Engineering services will be coordinated with Martin and Martin. Additionally, FCI Constructors has been retained by the city as the general contractor for the new City Hall.

The abatement and demolition of the former recreation center is first step toward Phase III of the redevelopment of the site. The project scope will be administered directly by staff and the Cumming Management Group, with the selected contractor performing abatement and demolition.

IV. PROJECT MISSION AND VISION

The Master Plan sets out to provide guidance for a mixed-use development on the NGCC site, which included civic uses, as well as residential, commercial, and open space. The fundamental basis of the plan was to redevelop this site as the heart of the City of Northglenn and provide uses that will draw people to the site and activate the area.

The Master Plan has been used by the City as a document to guide the redevelopment of the site. Although the Master Plan includes a land use plan, that plan has been modified over time with the changes in the market economy. However, the concepts identified in the plan have been adhered to through the redevelopment efforts.

V. SELECTION PROCESS/SCHEDULE

All firms participating in this Project must hold a current license and certification from the State of Colorado for the requested services. Costs associated with establishing a local presence or in the development of an association are considered the cost of doing business and not otherwise reimbursable. A local presence is necessary to facilitate day-to-day communications and coordination and to ensure timely response to investigate and analyze the Project as well as provide and coordinate the appropriate services once selected.

Included within this RFP is a list of anticipated milestones for the selection process. The provided milestones were developed by the City for informational purposes only to communicate the various aspects of the selection process.

RFP/SELECTION PROCESS

Issue RFP	May 01, 2023
Pre-Proposal / Site Visit (Optional)	May 08, 2023 – 1:30PM MDT
Questions from Firms Due	May 10, 2023 – 5:00PM MDT
Response to Questions Provided	May 15, 2022 – COB
RFP Responses Due	June 1, 2023 – 2:00 PM MDT
Notify Top Ranked Firm	June 05, 2023
Contract Reconciliation (if required)	week of June 05, 2023
Contract Award by City Council	following Contract Reconciliation (TBD)
Notice to Proceed/Begin Services	July 2023 (after City Council award)

ANTICIPATED PROJECT SCHEDULE

Existing Recreation Center Abatement Begins August 28, 2023

NOTE: This is only an anticipated date recommended due to typical summer school abatement tasks. If the vendor feels that the abatement and demolition can begin sooner, please advise on RFP response. The date range for start would be anticipated to be between City Council Approval and the date noted above.

Questions:

Please submit all questions in writing, via email, utilizing Attachment E – Question and Response form to Eric Ensey, Senior Planner, at eensey@northglenn.org, no later than 5:00 PM on May 10, 2023.

VI. EVALUATION OF PROPOSALS

Evaluation of proposals will be based on the quantitative and qualitative responses to the Proposal Requirements provided herein.

1. TEAM	15 points
2. EXPERIENCE	20 points
3. APPROACH	20 points

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CIVIC CENTER MASTER PLAN - PHASE III IMPLEMENTATION

- | | | |
|----|-------------------|-----------|
| 4. | FEE | 20 points |
| 5. | CONTRACT | 5 points |
| 6. | SCHEDULE/PHASING | 10 points |
| 7. | INSURANCE/BONDING | 10 points |

Review of proposals will be conducted in accordance with Northglenn Municipal Code Section 6-5-9. Procurement for specialized goods and services as determined by the City Manager in writing shall be eligible for award by a competitive selection process.

All proposals shall become the property of the City and will not be returned. Late proposals will not be evaluated, nor shall the City review submittals transmitted via facsimile. Any restriction as to the use of proposal materials must be clearly indicated as proprietary or confidential. The requested limitation or prohibition of use or release shall be identified in writing on a cover sheet. Blanket claims of proprietary or confidential proposals will not be honored.

The City reserves the right to reject any or all proposals on the basis of being nonresponsive to this RFP, or for failure to disclose requested information. The City shall not be liable for any costs incurred by respondents in the preparation and submission of proposals, interviews, nor for costs related to any element of the selection and contract negotiation process. The City reserves the right, without invalidating proposal content, to request clarification(s) of respondent information. Proposals shall remain valid for two (2) months from the date of submission or until a contract is executed with the City, whichever is sooner.

VII. SELECTION

Selection:

The selection of the abatement/demo team will be based on best value to the City, and will include overall firm experience, proposed staff, qualifications, approach and fees. The City will rank the firms and then attempt to negotiate a contract with the highest ranked firm. In the event that the City is unable to finalize contract negotiations with the highest ranked firm, the City may dismiss the top ranked firm and begin negotiations with the next highest ranked design team. Work will not begin until a Contract has been executed. The City reserves the exclusive right to select the firm it deems to be the best interest and best value of the City to accomplish the completion of the Project.

VIII. PROPOSAL REQUIREMENTS

Provide five (5) hard copies of the proposal response with one (1) electronic copy of the response on a Flash Drive. Submittal of the proposal shall be performed in accordance with the attached RFP Cover Sheet.

Please review the following information and prepare a comprehensive proposal response that includes all items within this section. Follow this outline for the response to allow for

easy tracking and evaluation of the response. To be considered, the proposal must include the following:

1) Cover Letter (Maximum 1 double-sided page)

- i. Clearly indicate the *single contact* (principal-in-charge), mailing address, and telephone number(s) of your firm. A cover letter signed by an Officer of the firm must include a commitment by the proposing design team to remain committed to pursuit of the Project and that the staff proposed will remain the staff assigned to the Project.

2) Project Team (Maximum 5 double-sided pages; be concise with relevant experience only, include additional information in an appendix)

- a. Confirm that proposed team members will remain unchanged throughout the project.
- b. Clearly state how the City will be assured that the current proposed team structure will assure the highest level of service, quality, efficiency and expertise through the proposed structure. Be very specific.
- c. List all subconsultants (laboratories, etc.) including qualifications and relevant experience along with a resume.
- d. State current and projected workload of the team's proposed staff for the duration of this project.

3) Prior Experience (Maximum 5 pages, 1 double-sided page per project)

- a. Provide examples of demonstrated success and experience of the proposed key staff related to relevant projects of similar scope and complexity. Projects shall either be in process or completed (Feasibility studies will not be considered a relevant example). Example projects shall include the following:
 1. Three (3) each Public Facing/Municipal Facilities/Client;
 2. Project of your choosing that supports your team being the right fit for the project; and
 3. Project of your choosing that supports your team being the right fit for the project.
- b. Provide the following information for each project listed:
 1. Owner/client references;
 2. Schedule of project;
 3. Scope of Work;
 4. Abatement & Demolition Cost - planned and actual;
 5. Project challenges.

4) Project Approach (Maximum 4 double sided pages)

- a. Provide an overview of what your team views as the important factors related to the Project and address any issues that will require specific attention to ensure the Project's success.
- b. Outline your firm's approach and your commitment to keeping the abatement/demolition cost within your Approved Budget and Schedule.

- c. Provide your approach to the project's schedule for the site testing and reporting.
- d. Provide an overview of your teams approach and services/tasks throughout the project from initial testing through the abatement period and successful sign-off of the space that will allow demolition to commence.

NOTE: It is anticipated that the scope of services for combined abatement and demolition provides a better value option to the City of Northglenn rather than splitting these scopes between vendors. This is the ultimate goal for this task is the best value that the vendor sees and the City is willing to review options that the vendor provides for this service and is not expected that the Terracon Work Plan attachment is a prescriptive action item list that must be followed.

5) Fee Proposal

- a. Provide a fee proposal that outlines the Scope of Services to be provided and the breakout for each specific phase/deliverable (abatement and demolition breakout). Also include premiums for expedited testing and reports (if/where applicable) along with the anticipated improvement to the schedule.
- b. Billable Rates: Include hourly billable rates, valid for the entire duration of this Project, for staff by name and title of key individuals and title for support staff. Provide name and title the key individuals of each of the subconsultants (if applicable).
- c. In order to level proposals as much as possible, please include fuel expenditure for hauling and location/distance of waste haul.
- d. Reimbursable Expenses: Include a not-to-exceed estimate for reimbursable expenses with a clear definition of what is included within these expenses. *(No mark-ups on reimbursable expenses will be allowed).*

6) Contract Agreement (Unlimited number of pages)

- a. Attachment F is a sample of the city's standard Professional Services Contract (PSA). All proposals shall either indicate acceptance of the PSA or identify any proposed modifications to the terms and conditions of the agreement. Any and all proposed modifications will need to be included as part of the proposal. No modifications will be accepted after proposals have been accepted. The city may or may not agree to any proposed modification.

7) Schedule and Phasing (Maximum 1 double-sided pages)

- a. Provide a summary of the overall project schedule and the anticipated milestones and durations and how this works with the anticipated timing and duration of your scope of services for each phase of the project. If a start earlier than August 28th is feasible, please advise.

8) Insurance and Bonding (Unlimited number of pages)

- a. Please include a letter from your bonding company that identifies the overall bonding capacity of your company as well as the available bonding capacity during the time period outlined for this project

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- b. Please include a sample insurance certificate from your provider that identifies both the policies included and the coverage amounts for each policy.

9) Appendices

- a. Appendix 1
 - 1. Staff Resumes

IX. RFP ATTACHMENTS

Attachment A – Northglenn Rec Center Demolition Plans Generated by Anderson Mason Dale Architects and Martin/Martin Engineering.

Attachment B – Asbestos Abatement Work Plan Generated by Terracon dated August 19, 2022 (Revised October 5, 2022)

Attachment C – Asbestos Inspection and Mercury Floor Testing Report Generated by Terracon dated August 10, 2022 (Revised October 5, 2022).

Attachment D – Existing Rec Center ACM Report from 2014

Attachment E – Question and Response Form

Attachment F – Sample PSA

***** End of RFP *****

ATTACHMENT A

Northglenn Rec Center Demolition Plans

Generated by Anderson Mason Dale Architects and Martin/Martin Engineering

Link:

[Attachment A - Rec Center Demo Info](#)

ATTACHMENT B

Asbestos Abatement Work Plan

Generated by Terracon dated Aug. 19, 2022 (Revised Oct. 5, 2022)

ATTACHMENT C

Asbestos Inspection and Mercury Floor Testing Report

Generated by Terracon dated Aug. 10, 2022 (Revised Oct. 5, 2022)

Link:

[Attachments B and C](#)



ASBESTOS INSPECTION REPORT

**Northglenn Recreation Center
11801 Grant St.
Northglenn, CO 80233**



**Report Date: February 8, 2014
Inspection/Testing Date: February 7, 2014
SET File: 14-0222**

**Prepared by:
Michael Schaan, WLS
Colorado Certified
Asbestos Building Inspector, 18164
Certified Mold Inspector and Assessor**

Limited Scope of Report

The asbestos inspection performed for client was designed to identify suspect asbestos containing building materials in the affected areas of the above-referenced subject property as they existed at the time of the inspection. The inspection was limited to those areas that were visually and physically accessible. The inspection was not a risk assessment, physical inspection of systems, structure, or components of the subject property, as it relates to their serviceability.

The inspection was performed in accordance with the Standards of Practice of the Colorado Regulation 8 Part B in effect at the time of this Inspection. This inspection is not intended to be technically exhaustive.

The Inspector has prepared this written asbestos Inspection Report for the sole use and benefit of the client. The asbestos inspection report shall identify, report, and make recommendation for future evaluation. Client agrees to read the entire asbestos inspection report when received and shall promptly call the inspector with questions or concerns regarding the report. The use of this report and information contained herein by others, in whole or in part, is not authorized without the written mutual consent of the client and Schaan Environmental Testing (SET).

Purpose and Scope

The purpose of this inspection was to conduct a visual asbestos inspection and to collect necessary samples in order to determine the presence or absence of asbestos within the subject property in the affected areas only.

The scope of this report included a visual inspection of all affected rooms and/or areas throughout the subject property for visible suspect ACM (asbestos containing materials). This does not include any materials that were covered or hidden by walls, structures, carpeting, wood flooring, multiple layers, wallpaper, texturing, etc. However, the Inspector made every reasonable effort to access and identify all suspect ACM. Bulk asbestos samples were randomly collected from homogenous areas of suspect ACM by the above named Inspector, an EPA/State of Colorado Certified Asbestos Inspector.

Homogenous areas are defined as any area with the same material, texture, and color. If any of these variables differs between materials or if for any reason the inspector feels the materials might be different in any respect (such as materials being installed at different times even though they appear similar), separate sets of samples must be taken from each homogenous area. Representative bulk samples were taken from similar materials but this does not guarantee that materials of similar appearance are of the same composition. Even similar materials are subject to uneven mixing and distribution and random sampling can miss ACM. SET used reasonable diligence and its professional judgment consistent with industry standards in order to identify all suspect ACM.

Performance of this asbestos inspection is intended to reduce, but not eliminate, uncertainty regarding the presence of ACM in connection with the above referenced property. No guarantee: SET cannot be held accountable for restrictions placed on us by the client, conditions or information that remained unknown, or areas that were inaccessible at the time of the inspection.

Bulk Samples were analyzed by Polarized Light Microscopy (PLM) in general compliance with guidelines established by the US EPA (40 CFR Part 763, Subpart F, Appendix A). Asbestos concentrations were visually estimated and/or point counted by the laboratory and reported in percent for each layer of the sample.

The assessment was executed in accordance with the authorized scope of work. If the scope of work is changed, the inspector must be informed and an addendum made to this report. This report is solely a record of activities, observations, analytical results, and recommendations performed to date.

Regulatory Review

EPA and the Colorado Department of Public Health and Environment (CDPHE) regulate all building materials that contain greater than 1% asbestos as determined through PLM Analysis. OSHA regulates all building materials that contain smaller amounts of asbestos (even trace concentration as determined by PLM analysis).

EPA and CDPHE Regulation No. 8, Part B, requires that suspect ACM in buildings built prior to 1988 be assumed to be asbestos or an inspection be conducted prior to demolition or remodeling activities that could disturb ACM. However, with the North American Free Trade Agreement in effect and trade with countries such as Canada, Mexico, and China, it can never be determined that a material is not asbestos containing (even if it was produced after 1988) unless it is tested by a certified state inspector.

The EPA and CDPHE require all friable and non-friable ACMs in the affected area(s) be removed prior to renovation activities that may disturb the ACM, and all friable ACM must be removed prior to demolition. Removal or management of regulated ACM is only required if they may be damaged or disturbed during remodeling, demolition, or burning.

In some circumstances, "point count" analysis is required for bulk samples previously analyzed by PLM. Point counting is a more detailed means of analysis than standard PLM. Federal and State agencies define ACM as materials containing greater than 1% asbestos. The NESHAP regulation requires that if standard PLM analysis determines that a sample contains less than 10% asbestos, the material must be considered asbestos containing or be point counted.

Even if the sample is less than 1% by standard PLM, the material either has to be assumed to be ACM or point counted. If the point counting analysis is different than the PLM analysis, the point counting results take precedence over the PLM. If standard PLM analysis determines that a material has no asbestos or that the material contains greater than 10% asbestos, point counting is not necessary.

Background

The inspector was called to the subject property by Ben Davis from Jim Black Construction. Mr. Davis was concerned about asbestos containing building materials in the affected areas of the home. Per Mr. Davis, suspect asbestos containing building materials to be disturbed in the scope of work include:

- Drywall

The affected areas include:

- Mountain View Room

The affected areas as defined by the scope of work are limited to those listed above. If the scope of work is to change at any point, the inspector must be called back to the property to do additional testing.

Sampling

The Inspector determined that it was necessary to collect 6 bulk samples from the various homogenous areas (see the Asbestos Sampling below for exact areas). All samples were submitted to an accredited third party independent laboratory. The laboratory results are attached to and incorporated into this report.

Asbestos Testing Results (Samples in RED are asbestos containing)

Sample Number	Sample Location and Description	Layer	Asbestos Content*	Approx. Quantity	Friable?*
1-3	Drywall T1 Tan – Heavy Trowel Texture Mountain View Room Ceiling, North Wall	White Paint	ND		
		White Fibrous Woven Material	ND		
		White Compound w/ White Paint	ND		
		White Compound	3%	>32 sf	Yes – Intact
		White Compound	2%	>32 sf	Yes – Intact
		White/Tan Drywall	ND		
4-6	Drywall T2 Blue – Heavy Trowel Texture Mountain View Room South Wall	Blue/Multi-colored Paint	ND		
		White Compound	3%	>32 sf	Yes – Intact
		White/Tan Drywall	ND		

ND = None Detected

Could become Friable during Renovation/Demolition

Conclusion

Asbestos containing building materials **WERE** found in the samples analyzed by the laboratory. The affected building materials **DO** need to be removed by a certified abatement company.

SET assumes no liability for any loss, injury, claim or damages arising directly or indirectly from any use or reliance on this report or the opinions expressed herein. SET makes no risk assessment, warranty, guarantee or insurance policies of any kind, express or implied. This report is limited only to the samples taken and locations sampled. There are no risk assessments, warranties, guarantees, or insurance available or provided by SET. Additional sampling may be needed to further identify other pollutants, or other mold/fungus affected areas inside the subject property.

This report was prepared pursuant to the contract SET has with the client. That contractual relationship included an exchange of information about the subject property that was unique and between SET and its client and serves as the basis upon which this report was prepared. Because of the importance of the communication between SET and its client, reliance or any use of this report by anyone other than the client, for whom it was prepared, is prohibited and therefore not foreseeable to SET. No warranty is made. SET liability and that of contractors and subcontractors arising from any service rendered hereunder shall not exceed the total fee paid by the client to SET.

Thank you for the opportunity to work with you on this project. Please call at 720.232.8944 with any questions or concerns. Thank you.

Sincerely,



Michael Schaan, WLS
Schaan Environmental Testing
Colorado State Certified
Asbestos Inspector, 18164
Certified Mold Inspector and Assessor

ATTACHMENT E
NORTHGLENN REC ABATEMENT & DEMOLITION
RFP QUESTION AND RESPONSE FORM

UPDATED DATE:

ITEM NO.	OWNER ACTION BY	FIRM REQUESTING INFORMATION	DATE OF QUESTION / RESPONSE	QUESTION / RESPONSE	STATUS OPEN / CLOSED
Q-001					
R-001					
Q-002					
R-002					
Q-003					
R-003					
Q-004					
R-004					
Q-005					
R-005					
Q-006					
R-006					
R-007					
R-007					
Q-008					
R-008					
Q-009					
R-009					
Q-010					
R-010					
Q-011					
R-011					
Q-012					
R-012					
Q-013					
R-013					
Q-014					
R-014					
Q-015					
R-015					

NOTES:

1	CM/GC Firms shall submit questions electronically using this log. All questions are due per the terms of the RFP.
2	CM/GC firms shall provide information in the white cells only (columns 3,4 & 5). Note: The blue cells will be used by the Owner for tracking responses to your questions.
3	Owner will compile each CM/GC firms list into a single report, assign associated question number and provide responses.
4	Responses will be provided back from the Owner, compiled into one report and distributed back to all the CM/GC firms.
5	CM/GC firms to research questions thoroughly before submitting requests.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and (hereinafter referred to as "Contractor").

RECITALS:

A. The City requires professional services.

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

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

I. SCOPE OF SERVICES

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

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

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

III. OWNERSHIP OF WORK PRODUCT

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

IV. COMPENSATION

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

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

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice

on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

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

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

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

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

V. COMMENCEMENT AND COMPLETION OF WORK

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

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Contractor proceeds without such written authorization, then Contractor 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, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

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

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

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

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

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

VIII. INDEMNIFICATION

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

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

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for

the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this 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 Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Contractor pursuant to Section IX. above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

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

1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

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

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

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

be solely responsible for any deductible losses under any policy required above.

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

City of Northglenn
Attn: Kathy Kvasnicka
11701 Community Center Drive
Northglenn, Colorado 80233-8061

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

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

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

X. NON-ASSIGNABILITY

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

XI. TERMINATION

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

XII. CONFLICT OF INTEREST

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

XIII. VENUE

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

XIV. INDEPENDENT CONTRACTOR

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

XV. NO WAIVER

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

XVI. ENTIRE AGREEMENT

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

XVII. SUBJECT TO ANNUAL APPROPRIATION

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

XVII. NOTICE

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

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

Contractor: _____

Attach Exhibit A “**SCOPE OF SERVICES**” and
Exhibit B “**AMOUNT OF COMPENSATION**”

Indicate on the bottom of each page

EXHIBIT A – Page 1 of ?

EXHIBIT B – Page 1 of ?

Then discard this page

SAMPLE