AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Acknowlegement of County Manager Signature; Proposal for Asbestos Abatement Consulting Services; CTL Thompson; Gunnison County Courthouse Construction Project

Action Requested: Motion

Parties to the Agreement: Gunnison County and CTL Thompson

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Acknowlegement of County Manager's signature on agreement with CTL Thompson for Asbestos Abatement Consulting Services.

Fiscal Impact: see budget attached to proposal

Submitted by: M. Birnie **Submitter's Email Address:** mbirnie@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

This item is included in the project costs

Reviewed by: Discharge Date:

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: Discharge Date: Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 12/9/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/17/2013 Follow Up Agenda Date:

Revised April 2013

Proposal

CTL|THOMPSON

November 22, 2013

Gunnison County
200 E. Virginia, Suite 104
Gunnison, CO 81230

Attention: Mr. Matthew Birnie, County Manager

Subject: Proposal for Asbestos Abatement Consulting Services
Gunnison County Courthouse
Gunnison, Colorado
Proposal Number: GS-13-0265

CTL|Thompson, Inc. (CTL) is pleased to provide this proposal for Asbestos Abatement Consulting Services related to the Gunnison County Courthouse in Gunnison, Colorado. CTL previously conducted an Asbestos and Hazardous Building Material Survey of the areas within the courthouse to be renovated (CTL Project No. GS05783, report dated September 5, 2013).

Attached is our proposal based on our understanding of the project. If you have questions or to schedule our services, please call me at (970) 206-9455.

Respectfully submitted,
CTL|THOMPSON, INC.

Dana L. Harris
Environmental Department Manager

351 Linden Street, Suite 140 | Fort Collins, CO 80524
Phone: 970-206-9455 | Fax: 970-206-9441 | www.ctlt.com

Project Approach

We understand the Gunnison County Courthouse is scheduled for demolition and renovations. CTL's asbestos survey identified asbestos containing materials (ACM) in various materials in the building. Demolition plans have not been provided to CTL, therefore, we are assuming that it will not be allowable to leave any ACM in place during demolition. Several materials containing less than 1% asbestos were identified and do not need to be abated prior to demolition.

CTL proposes to develop a summary-level abatement scope of work for bidding. CTL will host a pre-bid walkthrough and assist with evaluation of bids. CTL will provide limited abatement project management but will not provide full-time observation of the abatement work or ambient air monitoring of what will be an otherwise vacant building. CTL will perform final visual inspections and clearance air monitoring for each work area. The number of work areas, abatement sequencing, and project schedule will be set by the abatement contractor in their bid package. Upon successful completion of the abatement project, CTL will sign off on the Colorado demolition permit and prepare a final closeout report.

We propose to perform the following tasks:

Abatement Bid Scope

CTL will develop a summary-level scope of work for bidding purposes, consisting of a bulleted summary of the required abatement scope of work. Drawings will not be included for the abatement of asbestos-containing materials. The scope of work will include identifying and quantifying the asbestos to be removed and general requirements for removal in accordance with applicable state and federal standards, but detailed technical specifications will not be developed.

The asbestos abatement bidding scope of work will:

- incorporate by reference requirements that comply with the applicable environmental rules and regulations;
- identify applicable general requirements for permits, notifications, monitoring, abatement procedures, work areas, containment requirements, decontamination units, load-out units, air monitoring and reporting requirements, and waste disposal;
- not meet the requirements for a Project Design as set forth in the Colorado asbestos regulations (although a Project Design is not expected to be required due to the limited size of the abatement);

Advertisement of bid documents, if desired, is not included in this proposal. We understand a pre-selected group of abatement contractors will be invited to bid on the project. This task will be completed by November 27, 2013.

Bidding

CTL will host one pre-bid walkthrough for Colorado-certified general abatement contractors (GACs). This walkthrough is scheduled for December 5, 2013 at 1:00 PM. CTL has included up to one hour for reviewing bids by phone and/or email with the client.

Project Management and Clearance Services

The abatement schedule set by the general contractor is approximately 4 weeks. We have included a budget of 1.5 hours per week for CTL to provide project coordination with the abatement contractor, owner/owner's representative, and general contractor. Prior to the commencement of abatement activities, CTL will attend an onsite pre-construction meeting with the abatement contractor, owner/owner's representative, and general contractor.

CTL will provide abatement clearance services. The minimum Colorado requirement per abatement work area is one final visual inspection, clearance air sampling and phase contrast microscopy (PCM) analysis. Based on the planned approach of removing all asbestos, it is anticipated that the abatement work would likely be performed as three separate work areas; the actual number of work areas ,and the schedule for completion of abatement activities, will be determined by the abatement contractor, with consultation by CTL's project manager. The most economical approach would be to complete all abatement activities within close timing of each other so that all clearance activities can be performed in one mobilization. Depending on the project schedule, PCM analysis may or may not be performed onsite. If performed offsite, clearance samples will be shipped by overnight courier to a qualified laboratory for rush (approximately 2-hour) analysis; this would allow for clearance sample results to be received no later than approximately 10:30 AM the following business day after shipment, subject to limitations of overnight courier service in the Gunnison area.

Reporting

CTL will sign off on the Colorado demolition permit upon successful completion of asbestos abatement activities.

Upon completion of the project, CTL will prepare a closeout report that describes our observations, inspection, and air sampling results during the project. We will complete the closeout report within approximately two weeks of completion of the project.

Compensation

CTL proposes to perform the project on a lump sum/unit rate basis. Table 1 provides a summary of the proposed costs for each task. Attachment #1 provides our standard rate sheet should additional services be requested.

Table 1
Budget Estimate

Lump Sum Tasks	Budget
Abatement Bidding Scope of Work	$650
Bidding Assistance -- Pre-bid walk-through (Ted White and Dana Harris of CTL will host) --Bid review assistance	$2,600
Project Management --Pre-construction Meeting (Dana Harris of CTL will attend) --6 hours total project management	$2,200
Reporting	$525
Subtotal - Lump Sum Tasks	$5,975
Clearance Services (Unit Rate Based)	Unit Rates
First Day (includes mobilization) – labor and equipment*	$1,550 per mobilization
Additional Consecutive Day*	$710 per day
PCM Sample Laboratory Analysis**	$22 per sample

*Based on Monday – Friday between 7AM and 5 PM, 8 hour day
**Onsite or offsite analysis

For budgeting purposes, if the abatement contractor performs the work in three work areas and times the completion so that all clearance activities can be performed in one mobilization, it is anticipated that the clearance activities would be completed in no more than two consecutive days ($1,550 + $710), with analysis of 15 PCM samples (15 x $22), which gives an estimated budget of $2,590 for clearance services.

Service Agreement

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Parties	This Agreement is made this 22nd day of November 2013 between Gunnison County referred to herein as "Client" and CTL|Thompson, Inc. referred to herein as "CTL."
Project	By joining in the Agreement, Client retains CTL to provide consulting services in connection with asbestos abatement at the Gunnison County Courthouse in Gunnison, Colorado, referred to herein as "Project."
Scope	Details of the scope of CTL's services are found in the attached proposal dated November 22, 2013, which is part of this Agreement.
Fee	CTL agrees to provide services covered by this Agreement for a lump sum/unit rate, task based fee per the budget estimate in Table 1 of the attached proposal. Additional consultation will be provided on a unit rate (hourly) basis in accordance with the fees shown in Exhibit A. This quotation shall remain available provided that CTL receives Client's authorization to proceed within 30 days of the date of this Agreement. If Project requirements or the subsurface conditions encountered indicate that the scope of services covered by this Agreement should be revised, a contract modification or written addendum to this Agreement shall be entered into to cover the revised scope and fee.
Invoices	CTL will submit invoices to Client monthly and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications, a lump sum fee or a percentage of completion, where appropriate. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one-and-one half percent (1 1/2 %) per month on past due accounts, plus attorney fees and costs associated with collection.
Right-of-Entry	Client will provide for right-of-entry of CTL and necessary equipment in order to complete the work. While CTL will take reasonable precautions to minimize damage to the Project property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this Agreement.
Utilities	Client shall be responsible for designating the location of all private utility lines and subterranean structures within the property lines of the Project. CTL will request responsible utilities to locate off-site lines and public on-site lines when necessary. Client agrees to hold CTL harmless for damage to utilities or subterranean structures which are not correctly located by Client or the responsible utility.
Samples	CTL will retain soil and rock samples for thirty (30) days after submitting the report on those samples. Construction materials samples collected and tested will be disposed of after testing. Further storage or transfer of samples can be made at Client's expense upon written request.
Ownership of Documents	The reports, boring or test pit logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by CTL, as instruments of service, shall remain property of CTL. CTL shall retain pertinent records relating to the services performed for a period of five (5) years following completion of services hereunder, during which period the records will be made available to Client during regular business hours.

Job Site

Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of persons and property and construction means, methods, techniques and sequences. Client further agrees to defend, indemnify and hold CTL harmless from any and all liability, real or alleged, in connection with the performance of work on this Project, excepting liability arising directly from the sole negligence of CTL.

Standard of Care

Services of CTL under this Agreement will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the locality of the Project. No warranty, express or implied, is made or given.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings or test pits, surveys, or explorations are made by CTL and that the data, interpretations and recommendations of CTL are based solely on the information available to it. Client recognizes that the performance of soils depends on variability beyond the control of CTL and therefore, CTL cannot and does not guarantee the performance of the soils. CTL will be responsible for those data, interpretations and recommendations as indicated above, but shall not be responsible for the interpretation or implementation by others of the information developed.

Limitations on Claims

Any claim or cause of action between the parties to this Agreement including, but not limited to, claims for contribution and indemnity, shall be deemed to have accrued and the applicable Colorado statutes of limitation and repose shall commence to run no later than the date of substantial completion of the Project from which the claim or cause of action arises. Substantial completion shall be deemed to occur no later than the date CTL issues its final invoice for the Project.

In the event of a claim, Client agrees that as its sole and exclusive remedy, any claim, demand or suit shall be brought against CTL as a corporation only, and not against any of CTL's individual employees, engineers, agents, officers, directors or shareholders.

The services provided by CTL pursuant to this Agreement are solely for the benefit of Client. Neither CTL nor Client intends to confer a benefit on any other person or entity. To the extent that any other person or entity benefits by the services provided by CTL, such benefit is purely incidental and such person or entity shall not be deemed a third party beneficiary of this Agreement.

Client and CTL waive claims against each other for consequential damages arising out of or relating to this Agreement and the services provided hereunder. This mutual waiver includes, but is not limited to, claims for losses of use, rent, income, profit, financing, business, and reputation, for delay damages of any sort, for lost management and labor productivity and for lost opportunity to complete other projects. This waiver extends, without limitation, to all consequential damages due to either party's termination under this Agreement.

Limitation of Liability

CTL's liability for damages to Client due to professional negligence in the performance of services for the Project shall be limited to $50,000 or the total fee for the services on the Project, whichever is greater. If this Agreement provides for the performance of services for multiple building lots or sites, CTL's liability to Client shall be limited to an aggregate amount of $50,000 or the total fee for all services under this Agreement, whichever is greater. Notwithstanding any other provision in this Agreement, CTL will have no liability to Client or any third parties for damages resulting from the failure of Client or others to follow CTL's recommendations.

Insurance

CTL represents that it and its employees and consultants retained by it are protected by worker's compensation insurance and that CTL has such coverage under public liability, property damage, and professional liability insurance policies as CTL deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon written request. CTL shall in no event be responsible for any loss or damage beyond the amounts, available limits, and conditions of such insurance.

Termination

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CTL shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Hazardous Materials

Client represents that Client has made a reasonable effort to evaluate whether hazardous materials are on or near the Project site and has informed CTL of any information or findings relative to the possible presence of such materials. Should unanticipated hazardous materials be discovered in the course of the performance of services under the Agreement, such discovery shall constitute a changed condition mandating a renegotiation of the scope of work or termination of services. Should the discovery of unanticipated hazardous materials require CTL to take immediate measures to protect health and safety, Client agrees to compensate CTL for costs incidental to taking such measures and for any equipment decontamination or replacement required. CTL agrees to notify Client promptly when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosure required by law to appropriate government agencies. Furthermore, Client agrees to defend, indemnify and hold CTL harmless from any and all liability arising from discovery by anyone of unanticipated hazardous materials or suspected hazardous materials.

Humidity, Moisture Vapor & Mold

Unless specifically included in this Agreement, services intended to control humidity, moisture vapor, and mold are expressly excluded from the Agreement. Client recognizes that the growth of mold, some of which may be harmful to human health, can be caused or exacerbated by conditions which occur inside or outside habitable structures. If Client desires to obtain services intended to control humidity, moisture vapor and mold in crawl spaces or below structurally supported floors, CTL can provide such services. Client may obtain such services from any source Client deems appropriate. If such services are not expressly undertaken by CTL, however, Client agrees to indemnify, defend and hold CTL harmless from any and all claims alleging that CTL caused, contributed to, or failed to prevent injury and damage related to the occurrence or existence of humidity, moisture vapor or mold.

Service Agreement

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Work by Others	In performing services under this Agreement, CTL shall be entitled to rely upon the accuracy and completeness of recommendations made or design services provided by other consultants, and will have no liability for damages resulting from errors and omissions in the same.
Applicable Law	The law of the State of Colorado shall govern the validity of the Agreement, and its interpretation and performance.
Entire Agreement	This Agreement shall be the entire Agreement and shall supersede any other agreement between Client and CTL relating to the subject matter hereof. In case of conflict or inconsistency between this Agreement and any other contract documents, this Agreement shall control. Notwithstanding any other provision in this Agreement, in the event that CTL begins performance of the activities addressed by this Agreement, this Agreement shall be deemed to be an enforceable agreement between the parties regardless of whether either party has signed this Agreement.

Authorization

CTL	Client
Signature	*Signature*
Dana L. Harris	Matthew Birnie
Name	*Name*
Environmental Department Manager	County Manager
Title	*Title*
November 22, 2013	11/25/2013
Date	*Date*

Exhibit A

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FEE

SCHEDULE

EFFECTIVE FEBRUARY 2013

Personnel	Includes analysis and preparation of reports, calculation time, travel, consultation, sample preparation and direct supervision of the CTL project	
	Engineering Technician I	$45 / hour
	Engineering Technician II / Secretarial	50 / hour
	Engineering Technician III / CADD / Drafts Person	55 / hour
	Asbestos Inspector	60-80/ hour
	Asbestos Air Monitoring Specialist	55-75/ hour
	Senior Engineering Technician	80 / hour
	Environmental Technician	60 / hour
	Industrial Hygienist Technician	65 / hour
	Senior Industrial Hygienist / Environmental Technician	80 / hour
	Staff Engineer / Geologist / Scientist	85 / hour
	Project Engineer / Geologist / Scientist	95 / hour
	Project Manager	105 / hour
	Asbestos Designer	105-145 / hour
	Associate	120 / hour
	Principal	145 / hour
	Senior Principal	190 / hour
	Expert Consultation / Witness	Quote on Request
Field Investigation Services	Drilling and Sampling with a 4-inch Auger	$135 / hour
	Drilling and Sampling with Hollow Auger	160 / hour
	Drilling and Sampling with Track-Mounted Rig	Add 65 / hour
	Drilling and Sampling with Rotary Drill	Cost + 15%
	Shelby Tube Sample	13 each
	Drilling Rig Mobilization	
	Metro Area	Hourly Rate
	Outlying Areas (more than 1 hour, one-way)	2.25 / mile
	Auto or Pickup Mileage (Out Of Town Mobilization)	$ 0.55 / mile
	Labor, Out-Of-Town Living Expenses, Travel Costs, Equipment Rental	Cost + 15%
	Coring (2 Hour Minimum)	115 / hour
Specialized Testing and Services	Environmental Services	
	Environmental Assessment , Remediation Design, Underground Storage Tanks, Environmental Drilling and Sampling, Methane Hazard	Quote on Request
	Environmental Sampling, Compliance Assistance, Site Audits, Hazmat Surveys	Quote on Request
	Industrial Hygiene and Safety Services	
	Indoor Air Quality, Asbestos Services, Lead Services, Exposure Assessments, Compliance Assistance, Training, Sampling, Program Development	Quote on Request
	Asbestos Air Monitoring and Clearance Services	Quote on Request
	Biological Services	
	Endangered Species Review, Wetlands Delineation, Environmental Assessments	Quote on Request
	Geophysical Services	
	Pier Integrity, Profiles by Reflection or Refraction, Resistivity Surveys, Dynamic Soil Properties	Quote on Request
	Specialized Testing Equipment Charges (Portable Drill Rig, Pressuremeter, Resistivity, Photoionization Device, Field Permeability, Down-Hole Moisture / Density)	Quote on Request