AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Proposal for Asbestos Building Materials Survey fo

Action Requested: County Manager Signature

Parties to the Agreement: Gunnison County and Apex Companies, LLC

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

Summary:

This is a proposal to have the Terminal Building surveyed for Asbestos Building Materials. Currently, the Airport is undergoing a Terminal Area Study. Testing for asbestos is needed in determining future plans in the proposed renovation of the Terminal Building.

Fiscal Impact: Airport's Cost: $6,693.00

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Costs associated with Terminal Concept Study included in 2018 adopted budget. No concerns. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 3/21/2018

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

Comments:
ok db 3/30/18

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 3/30/2018 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 3/30/2018

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 4/3/2018

Revised April 2015

March 5, 2018

Mr. Rick Lamport
Airport Manager
Gunnison-Crested Butte Regional Airport
711 Rio Grande Avenue
Gunnison, Colorado 81230 RLamport@gunnisoncounty.org

Re: Proposal for Asbestos Building Materials Survey for the Proposed Renovation of Gunnison-Crested Butte Regional Airport

711 Rio Grande Avenue
Gunnison, Colorado

Dear Mr. Lamport:

Apex Companies, LLC (Apex) is pleased to submit this proposal to Gunnison County to conduct a pre-renovation asbestos building materials survey for suspect asbestos-containing materials (ACM), for your project at the Gunnison-Crested Butte Regional Airport. Apex understands that the airport terminal building is scheduled for renovations.

Presented below are the methodologies and technical assumptions that serve as the basis for Apex's cost proposal. The work will be performed as described herein.

1.0 PRE-RENOVATION ASBESTOS BUILDING MATERIALS SURVEY

1.1 Asbestos Inspection

As requested, Apex is providing this proposal for the estimated costs associated with an asbestos inspection of the Gunnison-Crested Butte Regional Airport Building, located at 711 Rio Grande Avenue, Gunnison, Colorado. An estimated total of 110 samples will be collected from the building.

Apex will inspect accessible interior and exterior proposed work areas for the presence of suspect ACM.

Suspect building materials will be classified as friable or non-friable [as defined by the U.S. Environmental Protection Agency, (EPA)]. Both friable and non-friable materials will be sampled to determine whether they are asbestos-containing (i.e., contain greater than one percent asbestos). Samples will be analyzed for asbestos content using polarized light microscopy in conjunction with dispersion staining (PLM/DS) by a National Voluntary Laboratory Accreditation Program (NVLAP) and American Industrial Hygiene Association (AIHA)-accredited laboratory.

Suspect materials will be sampled and assessed in general accordance with EPA's Asbestos Hazard Emergency Response Act (AHERA), as referenced in the most recent (September 1996) revision of the Occupational Safety and Health Administration's (OSHA's) asbestos in construction regulations [Title 29 of the Code of Federal Regulations (29 CFR) 1926.1101].

Judgments pertaining as to what comprise a homogeneous material and assessments of conditions will be made in the field by EPA/AHERA-accredited asbestos inspectors, employed by Apex and experienced in distinguishing the properties of ACM such as texture and color.

If the asbestos content of a sample is estimated to be 1% asbestos or less, but greater than 0%, by a method other than point counting (such as PLM visual estimation), the determination shall be repeated using the point counting technique with polarized light microscopy. If the result obtained by point count method is different from the result obtained by visual estimation, the point count result shall be used.

2.0 SURVEY REPORT

Apex will prepare a report within 2 weeks of receiving all analytical data from the laboratory. The report will include a summary of on-site observations, testing results, tables, photographs, approximated quantities, sample locations and applicable conclusions and recommendations.

3.0 SCHEDULE

Apex can be on-site to commence these inspections within 2 weeks of receiving written notice to proceed. Fieldwork will take up to 4 business days to complete. Within 2 weeks from receipt of analytical data, Apex will submit the report detailing the results.

4.0 COST

Apex's estimated costs for the proposed services are outlined in the attached Proposal/Contract for Services. This proposal is submitted in good faith and it is understood that any changes in agreed upon methodologies or phasing placed upon Apex by any controlling agency will be considered as a change order and will be billed as such.

4.1 Exclusions

This proposal does NOT include labor or material for the following:

- dismantling of mechanical, structural and/or electrical building systems;
- weekend/holiday work;
- evening work;
- overtime;
- repair of sampling locations and or building materials damage due to inspection;
- any/all bonding;

4.2 Clarifications and Qualifications

1. Any constraints, restrictions, hindrances, interferences and/or limitations imposed onto Apex by any controlling entity/governmental agency after work has begun will be considered a change order and billed as such.

2. This proposal takes into consideration working normal hours, Monday through Friday.

3. Apex is capable of commencing the work within approximately 2 weeks upon receipt of notice to proceed. The schedule will be mutually agreed upon between Apex and Gunnison County.

4. Owner shall provide Apex with use of sanitary facilities for the duration of the work.

5. This proposal takes into consideration unrestricted/free access.

6. Owner shall provide adequate parking, staging and storage areas for workers vehicles, equipment and material during the duration of work activities.

7. Payment terms are net 30 days.

8. This proposal is firm for a period of 60 days.

9. Work will be performed continuously without delay. This proposal does not take into consideration additional phasing, schedule adjustments or schedules of other trades, departments and or organizations.

10. Every attempt will be made to locate ACM, within the outlined scope of work in the building(s) inspected; however, areas that are inaccessible can be addressed only through extrapolation of conditions in accessible spaces. Limited access areas will be investigated as feasible, although conclusions regarding the presence or absence of ACM, might be of limited accuracy.

11. As an aid to minimizing limitations concerning accessibility, it is understood that an escort, point of contact with telephone and/or pager numbers and /or drawings will be provided.

12. PLM/DS analysis will be standard 5-day turnaround time.

13. Gunnison County will be responsible for providing access to all areas.

14. An electronic copy of the report will be submitted as a PDF file.

If the outlined terms are agreeable, please sign (initial line item if appropriate) and return the appropriate copy of the enclosed Proposal/Contract for Services to indicate your acceptance.

Apex appreciates the opportunity to be of service to Gunnison County in this matter. If you have any questions, please call me at (719) 330-2970.

Sincerely,
Apex Companies, LLC

Chris Thompson
Sr. Environmental Scientist

Attachment – Terms and Conditions

APEX

PROPOSAL/CONTRACT FOR SERVICES

To: Mr. Rick Lamport
Airport Manager
Gunnison-Crested Butte Regional Airport
711 Rio Grande Avenue
Gunnison, Colorado 81230

Date: March 5, 2018

Page: 1 of 1

SERVICES TO BE PERFORMED:

Apex Companies, LLC (Apex) will perform an asbestos building materials survey and provide a written report of findings for the Gunnison-Crested Butte Regional Airport Building, located at 711 Rio Grande Avenue, Gunnison, Colorado.

Cost Schedule

Gunnsion-Crested Butte Regional Airport Asbestos Inspection

Service Description	Unit	Total	
Health and Safety Plan and Plan Document Review	L.S.	$446.00	*
Asbestos Inspection Services	L.S.	$4,982.00	*
Asbestos Inspection Report	L.S.	$1,265.00	*
	Project Total	$6,693.00	

(A signed copy of this proposal must be received by Apex prior to the commencement of work. A scanned email copy is acceptable followed by the original.)

SUBMITTED BY:

Authorized Signature
Name: Chris Thompson
Title: Sr. Environmental Scientist
Date: March 5, 2018

ACCEPTED FOR CLIENT BY:

Authorized Signature
Name:
Title:
Date:

This price quotation is valid for a period of 60 days from the date of this proposal. This proposal and all work done pursuant to this proposal is subject to the TERMS AND CONDITIONS attached hereto.

* All to be performed as identified in:
1. Proposal for Asbestos Building Materials Survey, dated March 5, 2018; and
2. Terms and Conditions, undated; both attached hereto and incorporated herein.

This Contract shall have no legal effect unless and until these written addendums are initialed and dated by both parties.

TERMS AND CONDITIONS

(STANDARD)

1. **OFFER.** This proposal constitutes an offer by Apex Companies, LLC ("Apex") to perform the services described in the proposal (the "Work") for Client in accordance with these terms and conditions. The proposal, including these terms and conditions and all other documents incorporated by reference shall, when accepted by Client, constitute the entire agreement of the parties regarding the Work.

2. **ACCESS AND AUTHORIZATION.** Client shall provide Apex with all necessary access to the area(s) in which the Work is to be performed or from which samples to be tested are to be obtained. Client warrants that it has obtained (or will obtain prior to performance of the Work) all necessary permits, licenses, consents and authorizations required in connection with the performance of the Work. Delays related to Client's change in schedule or delays in obtaining access to the property or required documentation may result in additional fees.

3. **SUBTERRANEAN STRUCTURES AND UTILITIES.** In the execution of the Work, Apex will take reasonable precautions to avoid damage to subterranean structures and utilities. Client agrees to defend, indemnify and hold Apex harmless from and against any and all damages, delays, costs, injuries or death associated with any subterranean structures or utilities that were not called to Apex's attention and correctly shown on the plans furnished.

4. **WARRANTY.** Apex will perform the Work in a competent, professional manner in accordance with the customary standards of performance of the industry. Apex does not represent or warrant to Client that the Work performed and/or reports delivered hereunder will achieve any results for Client, other than as expressly set forth in the proposal. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by Apex and that the data interpretations and recommendations of Apex's personnel are based solely on the information available to them. If equipment is supplied as part of this agreement, Client agrees that Apex will not be liable for any claims due to defective equipment manufacturing.

5. **RELATIONSHIP OF THE PARTIES.** In performing the Work, Apex shall be acting in the capacity of an independent contractor to Client, and nothing herein shall be deemed to create a partnership, agency, joint venture or any other relationship between the parties.

6. **LIMITATION OF LIABILITY.** Client agrees to limit Apex's liability to Client and all construction contractors and subcontractors on the project for all injuries and damages, whether to economic interests, to persons and/or to property, arising from professional acts, errors or omissions such that the total aggregate liability of Apex to all those named shall not exceed $50,000 or Apex's total fee for the Work performed on this project, whichever is greater. In no event shall Apex be liable for indirect, incidental or consequential damages.

7. **INDEMNIFICATION.** Client shall defend, indemnify and hold Apex harmless from and against any and all liability, losses, claims, costs and expenses incurred by or asserted against Apex as a result of or in connection with any permits, licenses, consents and authorizations to be obtained by Client pursuant to Section 2 above, and any negligent or wrongful act of Client or its employees.

8. **FORCE MAJEURE.** Neither party shall be liable to the other party for its failure or delay in performing its obligations hereunder due to any contingency beyond such party's reasonable control, including, without limitation, acts of God; fires; floods; wars; acts of war; sabotage; accidents; labor disputes or shortages; governmental laws, ordinances, rules and regulations; inability to obtain power, material, equipment or transportation; and any other similar or dissimilar contingency.

9. **CHANGE ORDERS.** Client may, upon written notice to Apex, request Apex to make changes in the scope of the Work. Apex shall thereupon use reasonable efforts to make such changes provided that if any requested changes cause an increase in the cost or time required for Apex's performance and delivery, Client shall execute an agreement, in form and substance satisfactory to Apex, providing for an equitable adjustment in the compensation payable for the Work and the time for its performance and delivery.

10. **NON-SOLICITATION OF EMPLOYEES.** During the term of this agreement, and for a period of two (2) years thereafter, neither party shall, directly or indirectly, for such party's own benefit or for the benefit of others, solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have performed services under this agreement, without the other party's express written consent.

11. **COMPENSATION.** Client shall pay Apex for the Work in the amounts and at the times and in the manner set forth in the proposal.

12. **PAYMENT TERMS.** Apex expects prompt payment for its Work. Toward that end, payment terms are as follows: Net 14 days. An interest charge of 1.5% per month shall be applied to all balances over 30 days old. If Apex determines it necessary to place an account for collection, Client agrees to reimburse Apex for all collection costs, including attorney's fees, collection fees, interest and court costs.

13. **NOTICES.** Any notice required or permitted to be given hereunder shall be deemed to have been duly given if delivered by hand or sent by registered or certified mail, return receipt requested, and addressed: if to Apex, at Apex Companies, LLC, 15850 Crabbs Branch Way, Suite 200, Rockville, Maryland 20855; if to Client, at the address shown on the front hereof, or to such other address(es) which the parties may respectively designate to one another in accordance herewith. Notices shall be deemed to have been given on the date of mailing or hand delivery. The post office receipt showing the date of mailing shall be "prime facie" evidence thereof.

14. **GOVERNING LAW.** The agreement between the parties regarding the Work and their rights and obligation thereunder shall be governed by and construed in accordance with laws of the State of Maryland.