



## REQUEST FOR PROPOSALS

August 9, 2022

### ASBESTOS ABATEMENT AND DEMOLITION SERVICES

The Town of Platteville, Colorado, is requesting proposals from qualified vendors to abate known asbestos contamination and demolish existing structures located at 100 North Division Blvd, Platteville, CO 80651.

Proposal submission via email is preferred. Proposals shall be submitted in a single Microsoft Word or PDF file under 10MB and e-mailed to [dbrand@plattevillegov.org](mailto:dbrand@plattevillegov.org). If electing to submit a hard copy proposal, we require one (1) hard copy and one (1) electronic copy on a jump drive to be received at the Platteville Town Hall, 400 Grand Ave, Platteville, CO 80651. Proposals must be received before 2:30 PM MDT (our clock) on August 30, 2022.

**All vendors must attend a pre-bid site visit on August 16, 2022 at 2:00 PM MDT in order for bids to qualify for consideration.**

All questions should be submitted in writing via email to David Brand, [dbrand@plattevillegov.org](mailto:dbrand@plattevillegov.org) no later than 4:00 PM MDT (our clock) on August 23, 2022. Please format your email to include: RFP – Asbestos Abatement and Demolition Services in the subject line. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum.

The Town of Platteville reserves the right to reject any and all proposals and to waive any irregularities or informalities.

The selected Vendor shall be expected to sign the Town's standard Agreement prior to commencing Services.

Sincerely,

*David Brand*

David Brand

## **I. OVERVIEW & BACKGROUND**

### **A. Overview:**

The Town of Platteville recently acquired the property located at 100 North Division Blvd., Platteville, CO 80651 in Weld County. The site includes a vacant residence building, vacant barn, vacant root cellar, sidewalks, trees and other miscellaneous features to be removed. There is known asbestos contamination that must be abated prior to demolishing the structure. The Town is seeking qualified vendors to abate known asbestos and demolish all site structures including the building, sidewalks and walls – the full project scope is outlined in Section II. Vendor responsibilities also include all permitting, site grading and seeding.

## **II. SCOPE OF PROPOSAL**

### **A. Anticipated Schedule**

The following represents the Town's target schedule for the RFP. The Town reserves the right to amend the target schedule at any time.

- Mandatory pre-bid site visit: August 16, 2022 at 2:00 PM MDT
- Question deadline: 4:00 PM MDT (our clock) on August 23, 2022
- Proposal due date: 2:30 PM MDT (our clock) on August 30, 2022
- Award of Contract (tentative): September 6, 2022
- Goal for Project Completion: November 30, 2022 or sooner

### **B. Scope of Work:**

1. Vendor responsible for all permitting – demo permit will be required via the Town's contract building inspection service.
2. Abatement and disposal of asbestos in accordance with Federal, State and local requirements.
3. Demolition of existing building structure, include all interior items with the exception of the following list:
  - a. Exterior flag stone retaining walls and chimney stone to be stockpiled on site for future use of the stone.
  - b. The driveway entrance Wagon Wheels with foundations shall be moved and remain on site.
  - c. Blue Spruce evergreen tree on the east side of the residence shall remain.
  - d. Large oak tree on the west side of the residence shall remain.
  - e. Pump shed on the south / west corner of the property shall remain.
4. Remove all other miscellaneous equipment
5. Remove building/foundation/rubble/SOG/debris off-site
6. Remove existing concrete walkways and walls.

7. Coordinate the disconnection of all utilities as required by the utility provider.
  - a. Water Service is provided through Central Weld County Water District
  - b. Sewer Service is provided through the Town of Platteville
  - c. Gas Service is provided by ATMOS Energy
  - d. Power is provided by XCEL Energy.
8. After building/foundation is removed, the grade shall be backfilled to grade.
9. All erosion control shall be installed per standard practices for this type of site.
10. Contractor shall secure the site each and every day after work has ended
11. Contractor will be responsible for obtaining water during the demolition procedure to minimize dust; residence has an active water service that could be used until it is disconnected.

**C. General Notes:**

1. Contractor required to complete Contractor License to perform work in the Town of Platteville, CO unless already registered.
2. Contractor to provide all required permitting including State and local demolition permits. Note that this property is located in the Town of Platteville.
3. All mobilization/demobilizations shall be included in proposal as necessary to complete the project.
4. All utility locates (public and private) shall be the responsibility of the Contractor.
5. All proper disconnection of utilities shall be the responsibility of the Contractor.
6. Contractor shall provide temporary portable toilet sanitation facilities for crew members at site.
7. Any imported material shall be non-expansive, predominantly granular soil, free from organic matter, deleterious substances, and not containing materials over 3 inches in greatest dimension.
8. Seeding shall be performed per the Town of Platteville documents and details.
9. Contractors shall meet the requirements in the attached services agreement which will be used to perform the work described above.
10. All debris shall be removed from the site and disposed of in a legal manner.

**D. Site Visit**

All bidders will be required to attend a site visit on August 16, 2022 at 2:00 PM (MDT).

**E. Subcontractors**

Vendors will be responsible for identifying any subcontractors in their proposal. Please note that the Town will contract solely with the awarded Vendor; therefore, subcontractors will be the responsibility of the Vendor.

**F. Proposal Format**

Please submit proposals in 8 1/2 x 11" page size for all sections. Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Please, no embedded documents. Proposals that do not conform to these requirements may be rejected.

## **G. Laws and Regulations**

The Vendor agrees to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances.

## **H. Agreement**

The awarded Vendor(s) will be expected to sign the Town's standard services agreement (attached at the end of this RFP). Please note any specific changes or exceptions to this agreement that you would like the Town to consider. Only specific recommendations included in this submittal will be considered by the Town.

## **I. Invoicing and Payment**

Invoices should be emailed monthly to [dbrand@plattevillegov.org](mailto:dbrand@plattevillegov.org) and [finance@plattevillegov.org](mailto:finance@plattevillegov.org). The cost of the work completed shall be paid to the Vendor each month following the submittal of a correct invoice by the Vendor indicating the project name, task description, hours worked, personnel/work type category, hourly rate for each employee/work type category, date of the work performed specific to the task, percentage of that work that has been completed by task, any third-party supporting documentation with the same detail, and a brief progress report.

Payments will be made using the prices listed on the agreed-to Price Schedule. In the event a service is requested which is not listed on the Price Schedule, the Vendor and the Town will negotiate an appropriate unit price for the service prior to Consultant initiating such work. The Town pays invoices on Net 30 terms.

## **RFP Amendments**

The Town reserves the right to amend this Request for Proposals by an addendum at any time prior to the date set for receipt of proposals. Addenda or amendments to this RFP will be posted on the Town website, [www.plattevillegov.org](http://www.plattevillegov.org), and available to all potential respondents. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date of receipt of proposals, an addendum will be issued announcing the new date.

**III. VENDOR STATEMENT**

Vendor hereby acknowledges receipt of the Town of Platteville for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP.

Additionally, Vendor hereby makes the following representations to the Town:

- a. All of the statements and representations made in this proposal are true to the best of the Vendor's knowledge and belief.
- b. Vendor commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Vendor further agrees that the method of award is acceptable.
- e. Vendor also agrees to complete the proposed Agreement with the Town of Platteville within 30 days of notice of award. If contract is not completed and signed within 30 days, Town reserves the right to cancel and award to the next highest rated firm.
- f. Vendor acknowledge receipt of addenda.

Legal Firm Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Name of Authorized Agent of Firm: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Primary Contact for Project: \_\_\_\_\_

Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

NOTE: VENDOR STATEMENT IS TO BE SIGNED & RETURNED

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (the "Effective Date"), by and between the Town of Platteville, a Colorado municipality with an address of 400 Grand Avenue, Platteville CO 80651, (the "Town"), and \_\_\_\_\_, an independent contractor with a principal place of business at \_\_\_\_\_ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. SCOPE OF SERVICES**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. TERM AND TERMINATION**

A. This Agreement shall commence on the date first written above, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

### **III. COMPENSATION**

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \$ \_\_\_\_\_. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by

the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

#### **IV. 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. 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. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not 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.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under this Agreement, except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act, 42 U.S.C. § 7401, *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. § 651, *et seq.*; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

#### **V. OWNERSHIP**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may,

with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change the Work Product without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

## **VI. INDEPENDENT CONTRACTOR**

Contractor is an independent contractor. Notwithstanding any other provision of 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 a Town employee for any purposes.

## **VII. INSURANCE**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.



## **VIII. INDEMNIFICATION**

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including reasonable attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor; provided that Contractor's liability under this indemnification 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.

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

## **IX. MISCELLANEOUS**

A. *Governing Law and 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 Weld County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the Effective Date.

**TOWN OF PLATTEVILLE, COLORADO**

\_\_\_\_\_  
Adrienne Sandoval, Mayor

ATTEST:

\_\_\_\_\_  
Danette Schlegel, Town Clerk

**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this  
\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as  
\_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

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Notary Public

**EXHIBIT A**  
**SCOPE OF SERVICES**

WITH YOUR PROPOSAL



- Legend
- Parcels
  - Highway
  - County Boundary

1: 1,676

279.3 0 139.64 279.3 Feet

Notes