

## *MEMORANDUM*

**TO:** City Council

**THROUGH:** Eric A. Keck, City Manager

**THROUGH:** Rick Kahm, Director of Public Works

**FROM:** Michael Hogan, Facilities and Operations Manager

**DATE:** April 20, 2015

**SUBJECT: RECREATION CENTER HVAC REPLACEMENT VENDOR CHANGE**

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The current vendor (Colorado Mechanical Systems Inc. (CMS)) contracted for the Recreation Center HVAC Replacement project has made, and holds firm, on their demand to be held harmless for any air quality issues that may be encountered during the duration of the project at the Recreation Center. (Attached) These concerns were brought forward almost a month after CMS signed the initial contract with the City. At no time were these concerns voiced prior to the bid or during the contracting process with CMS nor did any other vendor bidding on the project voice any concerns. Once the issues were raised Public Works stopped all work on the project and requested further research by the Engineer on the project. The Engineer confirmed that the project will meet or exceed ASHRAE ventilation standards during the project by leaving the building exhaust fans in operation as previously planned for the project.

The City of Englewood cannot indemnify any vendor. The contract signed by Colorado Mechanical Systems on February 17<sup>th</sup> 2015 states this fact in paragraph D. (Attached) As Colorado Mechanical Systems does not intend to drop their demand to be indemnified the City has no choice but to cancel their contract with CMS and contract with the second lowest bidder on the project American Mechanical Services of Denver LLC. (AMS) Secondly Public Works will work with an outside environmental monitoring vendor to provide constant air quality monitoring during and for several weeks after the project is complete to ensure compliance.

**The difference in bid price is \$129,790 (Bid Tabulation Attached)**

**Air Quality Monitoring \$25,000**

**Total Additional Funds Needed \$154,790**

## **BACKGROUND TIME LINE**

January 7<sup>th</sup> 2015 – All bid questions answered

January 15<sup>th</sup> 2015 – Bids Received

February 16<sup>th</sup> 2015 – SS – HVAC Replacement Project Discussed and Council Approves Moving Forward.

February 17<sup>th</sup> 2015 – Colorado Mechanical Systems Signs Installation Contract

March 2<sup>nd</sup> 2015 – CM - Council Approves Contract with Colorado Mechanical Systems

March 2<sup>nd</sup> 2015 – CM - Council Approves \$326,000 Additional Funds for the HVAC Installation

March 5<sup>th</sup> 2015 – Michael Hogan Meets with Colorado Mechanical to discuss project and starts dates

March 5<sup>th</sup> 2015 – Englewood concludes that project should start immediately – Email Sent to CMS (Attached)

March 9<sup>th</sup> 2015 – CMS Responds to Email – First time that air quality concerns are raised (Attached)

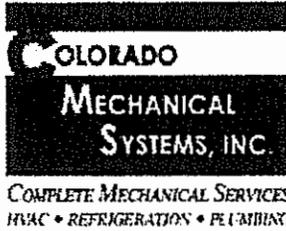
March 27<sup>th</sup> & April 3<sup>rd</sup> – CMS on site meetings with vendors and contractor.

April 7<sup>th</sup> 2015 – Initial letter received concerning air quality. (Attached)

April 15<sup>th</sup> 2015 – Second Revised Letter concerning air quality (Attached)

April 15<sup>th</sup> 2015 – Phone conversation with CMS regarding the project and email from CMS (Attached)

April 16<sup>th</sup> 2015 – Email from MKK Engineering regarding air quality during the project (Attached)



APRIL 6, 2015

Letter # 1

Mr. Michael Hogan  
Facilities and Operations Manager  
City of Englewood  
2800 South Platte River Dr.  
Englewood, CO 80110

RE: Project Name: Englewood Recreation Center - Life Safety / Mold / Air Quality

Dear Mr. Hogan,

This letter is to inform you as to the concerns that Colorado Mechanical Systems, Inc. (CMS) is bringing fourth prior to the start of the construction process. These items have been brought up and noted during the pre-construction process by CMS as conditions that will likely occur during all phases of the construction period:

- 1) POTENTIAL OF MOLD
- 2) AIR QUALITY
- 3) BUILDING DAMAGE DUE TO MOLD and HIGH HUMIDITY CONDITIONS
- 4) WATER DAMAGE
- 5) EXTREME HUMIDITY CONDITIONS
- 6) TEMPATURE CONTROL (INCLUDING TEMPORARY COOLING/HEATING EQUIPMENT)

CMS will be held harmless of **ANY AND ALL** existing conditions and or potential harmful conditions listed and not limited to the above listed items that may likely occur during the demolition, construction, HVAC system shutdown and installation phases of the construction process and HVAC equipment upgrades for this project.

We have been informed the pool exhaust will remain operational during the time period of the HVAC upgrade and this may possibly help the conditions mentioned above, however **CMS WILL NOT ACCEPT ANY LIABILITY OR RESPONSIBILITY** for any seen or unforeseen conditions that may arise during the entire construction or startup period.

The estimated start date is the week of April 13, 2015 and approximate estimated date of completion will be October 30, 2015 and during that time period, we will **NOT** have to ability to control the conditions mentioned above.

**By signing, you have agreed to hold CMS harmless of ANY AND ALL conditions related or unrelated to the HVAC SYSTEM UPGRADE, CONSTRUCTION, and DEMOLITION of this said project.**

Sincerely,

Phil Pontillo  
Project Manager

Signature & Title

Date



COMPLETE MECHANICAL SERVICES  
HVAC • REFRIGERATION • PLUMBING

Letter #2

APRIL 6, 2015

Mr. Michael Hogan  
Facilities and Operations Manager  
City of Englewood  
2800 South Platte River Dr.  
Englewood, CO 80110

RE: Project Name: Englewood Recreation Center - Life Safety / Mold / Air Quality

Dear Mr. Hogan,

This letter is to voice the concerns that Colorado Mechanical Systems, Inc. (CMS) is bringing fourth prior to the start of the construction process. These items have been brought up and noted during the pre-construction process by CMS as conditions that will likely occur during all phases of the construction period:

- 1) POTENTIAL OF MOLD
- 2) AIR QUALITY
- 3) BUILDING DAMAGE DUE TO MOLD and HIGH HUMIDITY CONDITIONS
- 4) WATER DAMAGE
- 5) EXTREME HUMIDITY CONDITIONS
- 6) TEMPATURE CONTROL (INCLUDING TEMPORARY COOLING/HEATING EQUIPMENT)

CMS has informed & instructed the City on the issues of existing conditions and or potential harmful conditions listed and not limited to the above listed items that may likely occur during the demolition, construction, HVAC system shutdown and installation phases of the construction process and HVAC equipment upgrades for this project. The City has instructed CMS to proceed with the project schedule / plan despite CMS' concerns.

We have been informed the pool exhaust will remain operational during the time period of the HVAC upgrade and this may possibly help the conditions mentioned above. however CMS WILL NOT ACCEPT ANY LIABILITY OR RESPONSIBILITY for any seen or unforeseen conditions that may arise during the entire construction or startup period.

The estimated start date is the week of April 13, 2015 and approximate estimated date of completion will be October 30, 2015 and during that time period, we will NOT have to ability to control the conditions mentioned above.

By signing, you have agreed you were instructed on the issues and conditions related or unrelated to the HVAC SYSTEM UPGRADE, CONSTRUCTION, and DEMOLITION of this said project.

Sincerely,

Phil Pontillo  
Project Manager

City of Englewood – Signature & Title

Date

## Michael Hogan

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**From:** Phil Pontillo  
**Sent:** Wednesday, April 15, 2015 2:13 PM  
**To:** Michael Hogan  
**Cc:** Josh Skinner; Nathan Lavrenz; Brent Colvin; Robert Skinner; Kim Rogers  
**Subject:** Re: Recreation Center

*Email - Letter #3*

Michael,

I wanted to follow up regarding the earlier phone call, it sounded as if Englewood may be on the defensive regarding the letter. We are not trying to be difficult regarding our concerns with the systems being inoperable during construction. Our concerns are valid and in no way can we compromise our companies integrity and stability over conditions that could potentially have both health risks and/or building damage during the project and be held responsible, and/or liable or at risk of a claim against CMS for those potential conditions. We understand that we have made it known to you, and you understand our concerns, we should consider what it would take to have the City of Englewood and Mr. Skinner, President of CMS comfortable with a resolution that will address the issue and allow us to move forward with the project. We cannot allow a situation that was addressed come back to us as a legal issue during or after completion of the project. Mr. Skinner stated his position to you during the phone conversation that we cannot and will not be held responsible for the concerns that were stated within the letters' content CMS provided to you.

CMS has invested much time and efforts to procure and organize this project, we are still on board and committed to provide our service to you as originally planned and prepared to move forward with this project once a resolution is reached.

Thank you in advanced for your time and understanding and if there is anything that you need from myself or CMS, please feel free to contact me anytime to discuss.

Regards,

*Phil Pontillo*

*Project Manager*

*Colorado Mechanical Systems, Inc.*

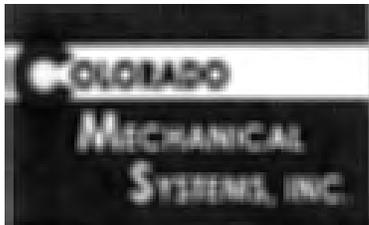
*1690 S. Abilene Street, Unit 107*

*Aurora, CO 80012*

*Phone: 720-535-9789 xt 116*

*Cell: 720-505-6821*

*Fax: 720-221-0821*



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**HVAC • REFRIGERATION • PLUMBING**

## Michael Hogan

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**From:** Brent Colvin  
**Sent:** Monday, March 09, 2015 4:34 PM  
**To:** Michael Hogan  
**Cc:** Nathan Lavrenz  
**Subject:** RE: Englewood

*Initial Report Concerns*

Good Afternoon Michael.

Please see below comments/responses in red.

**Brent Colvin**

**Estimator/Project Manager**

**Colorado Mechanical Systems, Inc.**

**720.535.9789- Office**

**720.221.0821- Fax**

**303.641.0354- Cell**

**From:** Michael Hogan [mailto:mhogan@englewoodgov.org]  
**Sent:** Thursday, March 05, 2015 4:12 PM  
**To:** Nathan Lavrenz; Brent Colvin  
**Subject:** Englewood

*Vendor Responses Highlighted*

We are leaning toward starting the project now.

Reasons:

1. Summer is slowest time. ~~Summer is the industries busiest time and all items/products needed take longer to get. In the event that a major component/part is needed, it can, and most likely will take longer to get, which will stall the project. You had mentioned that the existing AHU's may have rusted/rotted internal components, and if we find that we need a replacement section, it may take an extended time to get.~~

2. School is out and we can move most all the programs off site to schools and the water park- ~~no comment~~
3. We can close the track area for weeks at a time if needed during the summer ~~no comment~~
4. Once September rolls around the people come back and politically it will be difficult to run the project.

~~Understandable~~

5. Everyone is aware of the full probity that we will run into July with no cooling. Assuming 12 week delivery time from today, we will most likely have no cooling well into July. ~~With the swimming pool, and the humidity that goes along with a pool, remember that we will have mold and mildew issues. It may also cause condensation issues throughout the building.~~

6. The pool area is the most critical to keep at temp and it will be less invasive to loose heating and air circulation in the summer ~~This unit will be down at a minimum of two weeks, and most likely 3+ weeks.~~

Please put together a quick basic schedule based on starting as soon as possible. Let's consider a 12 week delivery time on the units.

Please note the estimated time the three air handling units will be down and for how long. ~~Unfortunately, all three units will be down for 4-5 weeks total. We should be able to get the pool AHU back up and operating (less cooling) in 3 weeks.~~

Can we run the units to just circulate air when we are not working on them? ~~No, we will be taking the ductwork apart, and cannot have the fans operating while we are working in the rooms.~~

Can we work on one unit at a time to limit the amount of time the air flow is down for the whole building? ~~No, we need to remove parts of all three units in order to get the parts and pieces in place. We will have to disassemble all three units for access.~~

~~Again, the biggest issue is the access to the equipment. We have to remove a large portion of all of the mechanical equipment, and have to install the new, from the back to the front. Once all mechanical equipment is back in place, we can start the chilled water piping inside of the building. We are working on a defined schedule, but can't clarify it today. It looks like this project will take approximately 3 months, from start to finish.~~

We will need to visit the site in the next week, to help get the plan, and schedule completed.

A lot more to discuss but this will help us make the decision on when to start. Once you have the schedule I will have us all meet with the Parks and Rec Director to discuss.

Thanks,

Michael Hogan

Facilities and Operations Manager

City of Englewood

2800 South Platte River Dr.

Englewood, CO 80110

303-762-2540 Office

303-994-4198 Cell

“To improve is to change; to be perfect is to change often.” Winston Churchill

## Michael Hogan

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**From:** Zimmerman, Aaron  
**Sent:** Thursday, April 16, 2015 2:28 PM  
**To:** Michael Hogan  
**Subject:** RE: Letter Concerning Mold, Mildew, Air Quality etc.

*Engineering Letter*

Michael,

The requested information:

The air handling unit and heat recovery unit provide 28,470 cfm of air. That works out to 7 air changes per hour.

ASHRAE recommends that pools without spectator seating be provided with 4-6 air changes per hour. With the unit running, the current design is what is recommended or a bit better.

You mentioned that the exhaust fans would stay on during the construction. One of the exhaust fan that serves the pool is EF-7, this fan is connected to HRU-1.

Two other exhaust fans , each EF-4 are connected to the exhaust louver in the dormer. Each of these fans are rated for 18,500 cfm for a total of 37,000 cfm. That air flow rate equates to just over 9 air changes per hour.

Best practices during construction:

The dormer exhaust fans will provide adequate ventilation for the construction period. Make-up will need to be made available by opening windows and doors to ensure a path to let make-up air into the space. Since no means will exist to mechanically remove high levels of humidity, some periods over the summer during or after a rain may experience higher than desired levels of indoor humidity. This would be the exception and not the rule. Normal weather patterns would indicate that dryer air will follow and the space humidity levels will return to normal or lower than normal conditions.

Ventilation will need to be provided 24 hours per day every day.

Short of drastic unforeseen conditions, the relatively dry outdoor air of this area will allow this space to be used throughout the summer with minimal humidity issues.

Space temperature will not be able to be maintained below the outdoor air temperature.

Aaron

**Aaron Zimmerman, PE, QCxP, ASHRAE HBDP, LEED AP**

Associate

**303.796.6088** Direct

**303.796.6000** Main

**303.796.6099** Fax

**720.982.6809** Cell



7600 E. Orchard Road, Suite 250-S

Greenwood Village CO 80111-2539



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CONTRACT FOR CONSTRUCTION # CFC/15-11

CITY OF ENGLEWOOD, COLORADO

THIS CONTRACT and agreement, made and entered into this 2nd day of March, 2015, by and between the City of Englewood, a municipal corporation of the State of Colorado hereinafter referred to as the "City", and Colorado Mechanical Systems, Inc., whose address is 1690 South Abilene Street Unit 107, Aurora, Colorado 80012, ("Contractor"), commencing on the 17<sup>th</sup> day of November, 2014, and continuing for at least ten (10) days thereafter the City advertised that sealed proposals would be received for furnishing all labor, tools, supplies, equipment, materials and everything necessary and required for the following:

PROJECT: Recreation Center HVAC Replacement Project

WHEREAS, proposals pursuant to said advertisement have been received by the Mayor and City Council and have been certified by the Director of Public Works to the Mayor and City Council with a recommendation that a contract for work be awarded to the above named Contractor who was the lowest reliable and responsible bidder therefore, and

WHEREAS, pursuant to said recommendation, the Contract has been awarded to the above named Contractor by the Mayor and City Council and said Contractor is now willing and able to perform all of said work in accordance with said advertisement and his proposal.

NOW THEREFORE, in consideration of the compensation to be paid and the work to be performed under this contract, the parties mutually agree as follows:

- A. Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings and documents which are attached or incorporated by reference constitute and shall be referred to either as the Contract Documents or the Contract and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto and they are as fully a part of this agreement as if they were set out verbatim and in full:
- Invitation to Bid
  - Contract (this instrument)
  - Insurance
  - Performance Payment Maintenance Bond
  - Technical Specifications and Drawings
- B. Scope of Work: The Contractor agrees to and shall furnish all labor, tools, supplies, equipment, materials and everything necessary for and required to do, perform and complete all the work described, drawn, set forth, shown and included in said Contract Documents.
- C. Terms of Performance: The Contractor agrees to undertake the performance of the work under this Contract within ten (10) days from being notified to commence work by the Director of Public Works and agrees to fully complete said work by October 30<sup>th</sup> 2015, plus such extension or extensions of time as may be granted by the Director of Public Works in accordance with the provisions of the Contract Documents and Specifications.

D. Indemnification: The city cannot and by this Agreement/Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity, for any purpose. The Contractor shall defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature including Worker's Compensation claims, in any way resulting from or arising out of this

Agreement/Contract: provided, however, that the Contractor need not indemnify or save harmless the City, its officers, agents and employees from damages resulting from the sole negligence of the City's officers, agents and Employees.

- E. Termination of Award for Convenience: The City may terminate the award at any time by giving written notice to the Contractor of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event all finished or unfinished service, reports, material (s) prepared or furnished by the Contractor after the award shall, at the option of the City, become its property. If the award is terminated by the City as provided herein, the Contractor will be paid that amount which bears the same ratio to the total compensation as the services actually performed or material furnished bear to the total services/materials the successful firm agreed to perform under this award, less payments of compensation previously made. If the award is terminated due to the fault of the Contractor the clause relating to termination of the award for cause shall apply.
- F. Termination of Award for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City shall have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, all furnished or unfinished services, at the option of the City, become its property, and the Contractor shall be entitled to receive just, equitable compensation for any satisfactory work documents, prepared completed or materials as furnished.

Notwithstanding the above, the Contractor shall not be relieved of the liability to the City for damages sustained by the City by virtue of breach of the award by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor is determined.

- G. Terms of Payment: The City agrees to pay the Contractor for the performance of all the work required under this contract, and the Contractor agrees to accept as his full and only compensation therefore, such sum or sums of money as may be proper in accordance with the price or prices set forth in the Contractor's proposal attached and made a part hereof, the total estimated cost thereof being Five Hundred Ninety Four Thousand Eight Hundred Dollars (\$594,800.00). A 5% retainage of the awarded project amount will be withheld until final inspection and acceptance by the Project Manager.
- H. Appropriation of Funds: At present, **\$654,280** has been appropriated for the project. Notwithstanding anything contained in this Agreement to the contrary, the parties understand and acknowledge that each party is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, notwithstanding anything in this Agreement/Contract to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City and applicable law. Upon the failure to appropriate such funds, this Agreement shall be deemed terminated. The City shall immediately notify the Contractor or its assignee of such occurrence in the event of such termination.

- I. Liquidated Damages: The City and Contractor recognize that time is of the essence in this Agreement because of the public interest in health and safety, and that the City will suffer financial loss, and inconvenience, if the Work is not complete within the time specified in the bid documents, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving, in a legal proceeding, the actual loss suffered by the City if the Work is not complete on time. Accordingly, instead of requiring any such proof, the City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay the City **\$100.00** for each day that expires after the time specified for substantial completion until the Work is complete, and **\$100.00** for each day that expires after the time specified for final completion until the Work is finally complete.
  
- J. Assignment: Contractor shall not, at any time, assign any interest in this Agreement or the other Contract Documents to any person or entity without the prior written consent of the City specifically including, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law). Any attempted assignment which is not in compliance with the terms hereof shall be null and void. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the Assignor from any duty or responsibility under the Contract Documents.
  
- K. Contract Binding: It is agreed that this Contract shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, assigns, and successors.
  
- L. Contractors Guarantee: The Contractor shall guarantee that work and associated incidentals shall remain in good order and repair for a period of two (2) years from all causes arising from defective workmanship and materials, and to make all repairs arising from said causes during such period without further compensation. The determination of the necessity for the repair or replacement of said project, and associated incidentals or any portion thereof, shall rest entirely with the Director of Public Works whose decision upon the matter shall be final and obligatory upon the Contractor.

**VERIFICATION OF COMPLIANCE WITH C.R.S. 8-17.5-101 ET.SEQ. REGARDING HIRING OF ILLEGAL ALIENS**

- (a) **Employees, Contractors and Subcontractors**: Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor shall not contract with a subcontractor that fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Contract. [CRS 8-17.5-102(2)(a)(I) & (II).]
  
- (b) **Verification**: Contractor will participate in either the E-Verify program or the Department program, as defined in C.R.S. 8-17.5-101 (3.3) and 8-17.5-101 (3.7) respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract. Contractor is prohibited from using the E-Verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.
  
- (c) **Duty to Terminate a Subcontract**: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall:
  - (1) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and



## Recreation Center HVAC Replacement Pre-Bid Questions

1. Does the City of Englewood require a General Contractors Permit in 1<sup>st</sup> Position or can a General Contractor sub to a Mechanical Contractor under the Mechanical Permit?
  - a. Response: A GC is not required in 1<sup>st</sup> position
2. Is the permit a no fee permit?
  - a. Response: There is no fee for the permit. There will be plan review fees and specific tax requirements as listed in the bid documents. Questions about these fees can be addressed to Englewood Building Division 303-762-2357
3. Is the publish schedule in the bid documents the one to be adhered to?
  - a. Response: No
4. Can the Mechanical Contractors receive cut sheets / wiring diagrams / weight on all equipment being furnished (Trane) by the City of Englewood prior to bid? RE: Chiller, HRU-1, HRU-2, and cooling coils CC-1; CC-2; CC-3.
  - a. Response: Please see included cut sheets
5. HR-1 & HR-2 are not on the Equipment Schedule.
  - a. Response: Schedules are attached.
6. Will the equipment vendor's on all equipment being furnished by the city of Englewood carry the warranty (Parts & Labor) on the equipment for the entire warranty period?, i.e.: chillers, heat recovery units
  - a. Response: Yes – Trane has parts and labor for the first two years (no maintenance)
7. Who does startup on equipment being furnished by the City of Englewood i.e.: chiller, heat recovery units?
  - a. Response: Trane
8. Can the Contractors work a night shift Monday through Friday 10:00PM to 6:00 AM?
  - a. Response: Yes
9. Would the Contractor need to reimburse the City of Englewood any costs associated with working nights if a night shift is acceptable?
  - a. Response: No
10. The opening left in the sub-roof (ceiling) of the cooling tower room after removal of cooling tower exhaust, does this opening need to be enclosed watertight?
  - a. Response; Yes the current venting area for the cooling tower is to be replaced with watertight structure. Any necessary structures are to be built to secure the water tower room from the outside elements.
11. Is there a structural design for the water tower room and the joists supporting the enclosure for cooling tower room, the venting openings, and required wall extensions to secure the water tower room from the elements?
  - a. Response: Flag Note 12 indicates that the louvers are to be blanked off with insulated panels.
12. The support for the new chiller on drawing S-1 can the ceiling in the Racquetball Court be removed and re-install to accommodate the electrical, structural and roofing contractors
  - a. Response:
13. Who is the preferred Roofing Contractor? Contact Name & Number?
  - a. B&M Roofing

- b. (303) 443-5843
- 14. Who is the Trane Representative? Contact Name & Number?
  - a. Mark Redman
  - b. 303-228-2842
- 15. After the Equipment is removed do the house keeping pads need to be removed?
  - a. Response: No
- 16. Has the Engineer designed the replacement coil configuration for the air handling units, stackable split coil banks, etc.?
  - a. Response: The coils are scheduled for each unit. The design is different for each unit, with the size and quantity of coils scheduled and their piping connection requirements and piping detailed for each coil.
- 17. Is there going to be a Bid Extension on the project to enable the Mechanical Contractors to revisit the project next week with the subcontractors that are required, IE: Structural, Roofing, Drywall, Demolition etc.?
  - a. Response: Yes
- 18. In order to price controls interface for these units, manufacturer specs, drawing and control documentation will be required. Please provide.
  - a. Response: Please see attached equipment cut sheets
- 19. Regarding Chilled Water loop to new AHU coils Drawing M7.01 shows detail of coil with a 3-way control valve. Sequences on M7.02 indicates control of pump VFDs using Differential Pressure monitoring. This scheme will not work with 3-way valves at the coils. Please advise as to whether coil detail should show 2-way valve.
  - a. Response: Two way valve is correct.
- 20. What is the intended use of EF8 on the project? Unit control was eliminated out of the recent Energy project performed approx. 5 years ago. It was supposed to get a VFD application at that time. Presently it has no automation interface/control. This fan remove/supplies? Air from/to? What will it be HRU1?
  - a. Response: The project does not have an EF-8, Fan 8 is a supply fan. Control for SF-8 is listed in the control sequence on drawing M7.02. The function of HRU-1 is humidity control for the area served by AHU-1.
- 21. It was discussed that the priority of the project was to accomplish the installation of the Cooling System and have it up and running by May 01<sup>st</sup> 2015, and the heat recovery systems could be finish after May 01<sup>st</sup> 2015. Is this correct?
  - a. Response: Yes
- 22. On drawing M3.02 Flag Note 18 "Water softener provided with evaporative cooler on ACC-1". Water softener does not appear on equipment schedule.
  - a. Response: Water softener is provided with the chiller package, no electrical connection is required.
- 23. Please provide make, model and cut sheet on Water Softener.
  - a. Response: Product data sheets are provided with the chiller information.
- 24. Will the evaporative cooler on ACC-1 be mounted on the chiller from the factory, or will the evaporative cooler be a field installation?
  - a. Response: The evaporative cooler requires field installation.
- 25. Where does the drain piping from the ACC-1 evaporative coolers terminate?
  - a. Response: The evaporative coolers do not require a drain.

26. The existing Cooling Tower's electrical is NOT fed out of the MDC like the drawings show. It is actually fed from a sub panel. There may not be enough space in the MDC. Need to open up the gear to verify. Also the Engineered calculations, show the removal and replacement of the cooling tower out of the MDC will not be correct.
  - a. Response: Disconnect and remove existing cooling tower from panel "HM2". Label existing 100A3P circuit breaker serving cooling tower as spare. Provide new 450A3P fused switch or circuit breaker in existing MDC to feed new ACC-1. Contractor to confirm there will be enough space for new fused switch or circuit breaker in existing MDC. Provide re-work of existing space in MDC to accommodate, as necessary.
27. Drawing M2.02 --Removal of the existing solar thermal panels and the supporting structure, it was stated that the 2" structural legs supporting the panels should be cut off and capped. Would threading the structural legs and capping be permitted rather than a welded cap?
  - a. Response: Yes.
28. The solar supply and return piping below the roof, from the solar panels to the equipment room above the racquetball courts, does this piping get removed or capped and abandoned in place?
  - a. Response: There is not piping above the Racquetball Courts. All solar panel piping to be removed.
29. What type of glycol is in the existing solar system?
  - a. Response: Standard Glycol
30. How many gallons of glycol are in the solar system?
  - a. Response: Over 55 Gallons but less than 110 Gallons
31. Drawing M3.02 Note 8 — AS-1 —Air Separator - Air Separator is not called out in the Equipment Schedule, Please provide make, model and Capacity.
  - a. Response: The air and dirt separator is scheduled with size in the Hydronic System appurtenances schedule, the type is indicated in Section 23 2113, paragraph 2.7.E.
32. Pre-Purchased Equipment ACC-1 indicates on the drawings that the evaporative cooling on the chiller and the water softener are part of the ACC-1 purchase is this correct?
  - a. Response: Yes
33. Specification section 011000-1.5; Purchase Contract B; Purchase Contract Information 1b; Purchase Contract Scope: States "Equipment Purchase and start up". Who carries the Equipment Warranty on the ACC-1 Chiller and HRC-1 & HRC-2?
  - a. Response: Trane
34. Are the walls and ceilings in the equipment room Fire Rate? If so what rating?
  - a. Response: No, the room does not contain fuel fired equipment and does therefore not require a rating.
35. Are the existing condenser water (chilled water) piping that run from the condenser water pumps in the second floor mechanical pump room, down through the floor, then run above the ceiling of the first floor men's & women's locker room, then back up to AHU-1, 2, & 3 in the second floor mechanical room?
  - a. Response: Yes

36. Is the piping that run's in the ceiling of the men's & women's locker room, to be capped and abandon in place, or entirely removed?
- a. Response: All piping run in the ceiling above the locker rooms will need to be abandoned in place and properly caped at the floor level. There is no way to access the area to remove the pipe.
37. Is adding the AC unit load to the existing 800 amp gear along with the existing loads adequate?
- a. Response: Based on peak demand, the service has adequate capacity for the addition of the AC unit.
38. Please advise as to whether owner is providing full Trane startup of chiller, including whatever time is necessary for integration of Chiller into existing BAS BACnet system.
- a. Response: Here is what the contractor needs to do with our chiller and Heat exchangers.
    - i. Chiller
      1. Accept delivery, Look over for damages and sign off.
      2. Install chiller – set, plumb, electrical (120 circuit for evap heat and line voltage for power) Fill with water/Glycol and balance flow
      3. Install Evaporcool system onto chiller including piping and controls and Kinetico water softener
      4. Trane will start Chiller and evaporcool system. We have labor warranty for first two years.
    - ii. Air to Air heat recovery
      1. Accept delivery, Look over for damages and sign off
      2. Install and assemble heat exchangers. Install filters provided by contractor
      3. No start up required

**City of Englewood Bid Tabulation Sheet**

Bid Opening Date: January 15, 2015 2:00 P.M. MST

<b>Apparent Low Bidder</b>
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ITEM BID: ITB-14-024 Recreation Center HVAC Replacement Project

Vendor	Bid Bond Y/N?	Receipt of Addendums 1 & 2 Y/N?	SOQ Y/N?	Total Bid	Exceptions:
American Mechanical Services, LLC					
6810 S Tucson Way					
Centennial, CO 80112					
303-806-7300					
Ronald Timmons - VP	Y	Y	Y	\$ 724,590.00	
Legacy Mechanical, Inc.					
1455 S Platte River Dr					
Denver, CO 80223					
720-898-3446					
Barry Westerman	Y	Y	Y	\$ 782,300.00	
Colorado Mechanical Systems, Inc.					
1690 S Abilene St Unit 107					
Aurora, CO 80012					
720-535-9789					
Nathan Lavrenz	Y	Y	Y	\$ 594,800.00	

**Agenda for the  
Regular Meeting of the  
Englewood City Council  
Monday, March 2, 2015  
7:30 pm**

Englewood Civic Center – Council Chambers  
1000 Englewood Parkway  
Englewood, CO 80110

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Roll Call.
5. Consideration of Minutes of Previous Session.
  - a. Minutes from the Regular City Council Meeting of February 17, 2015.
6. Recognition of Scheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to five minutes.)
  - a. Phil Gilliam, an Englewood resident, will be present to discuss the City of Englewood's budget.
7. Recognition of Unscheduled Public Comment. (This is an opportunity for the public to address City Council. There is an expectation that the presentation will be conducted in a respectful manner. Council may ask questions for clarification, but there will not be any dialogue. Please limit your presentation to three minutes. Time for unscheduled public comment may be limited to 45 minutes, and if limited, shall be continued to General Discussion.)

Council Response to Public Comment.
8. Communications, Proclamations, and Appointments.

Please note: If you have a disability and need auxiliary aids or services, please notify the City of Englewood (303-762-2405) at least 48 hours in advance of when services are needed.
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9. Consent Agenda Items

- a. Approval of Ordinances on First Reading.
- b. Approval of Ordinances on Second Reading.
  - i. Council Bill No. 3, authorizing the application for and acceptance of the Victim Assistance Law Enforcement (VALE) grant funding for 2015 in the amount of \$19,398.00.
  - ii. Council Bill No. 4, authorizing the renewal of an intergovernmental agreement with the Department of Revenue, Division of Motor Vehicles, Title and Registration Section for the State of Colorado.
  - iii. Council Bill No. 6, authorizing the renewal of an intergovernmental agreement with Colorado State University for a cooperative research project on the land application of wastewater biosolids to dryland wheat farming operations.
  - iv. Council Bill No. 7, authorizing the renewal of an intergovernmental agreement for joint funding with the U.S. Geological Survey for two gauging stations and one monitoring station.
- c. Resolutions and Motions.
  - i. Recommendation from the Public Works Department to approve a resolution modifying the Public Works Right-of-Way permit fee schedule **Staff Source: Dave Henderson, Deputy Public Works Director.**
  - ii. Recommendation from the Water and Sewer Board and the Utilities Department to approve a resolution authorizing a Granular Activated Carbon Lease Agreement for two filter for thirty months with Calgon Carbon Corp., the lowest acceptable bidder, in the amount of \$276,647.55. **Staff Source: Tom Brennan, Engineer IV.**
  - iii. Recommendation from the Water and Sewer Board and the Utilities Department to approve, by motion, the purchase of water meters and electronic remote transmitters. Staff recommends purchasing the equipment from National Meter and Automation, Inc. in the amount of \$84,254.36 in conjunction with Denver Water's purchase to ensure the best quantity price. **Staff Source: Stewart H. Fonda, Director of Utilities.**
  - iv. Recommendation from the Public Works Department to approve, by motion, a construction contract for the Recreation Center HVAC replacement equipment. Staff recommends awarding the contract to the lowest acceptable bidder, Colorado Mechanical Systems Inc., in the amount of \$594,800 [Contingent on approval of 11.c.ii]. **Staff Source: Michael Hogan, Facilities and Operations Manager.**

10. Public Hearing Items. (None Scheduled)

11. Ordinances, Resolutions and Motions.
  - a. Approval of Ordinances on First Reading.
    - i. Council Bill No. 5 – Recommendation from the Parks and Recreation Department to adopt a bill for an ordinance authorizing an amendment to the current intergovernmental agreement with the Englewood Public Schools to include scheduling and maintenance of the tennis courts. **Staff Source: Jerrell Black, Parks and Recreation Director and Dave Lee, Open Space Manager.**
  - b. Approval of Ordinances on Second Reading.
  - c. Resolutions and Motions.
    - i. Recommendation from the Water and Sewer Board and the Utilities Department to approve a resolution approving a bid for the Allen Water Plant Roofing Replacement project to Alpine Roofing Company, Inc., the lowest technically acceptable bidder, in the amount of \$481,939. **Staff Source: Tom Brennan, Engineer IV.**
    - ii. Recommendation from the Finance and Administrative Services Department to approve a resolution authorizing a transfer from the General Fund to the Public Improvement Fund for the Dartmouth Bridge Project, in the amount of \$1,500,000, and the ~~Recreation Center HVAC repair in the amount of \$326,000.~~ **Staff Source: Frank Gryglewicz, Director of Finance and Administrative Services.**
12. General Discussion.
  - a. Mayor's Choice.
  - b. Council Members' Choice.
13. City Manager's Report.
14. City Attorney's Report.
15. Adjournment.