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GILA COUNTY
www.gilacountyaz.gov

Don E. McDaniel Jr., County Manager
Phone (928) 425-3231 Ext. 8761

1400 E. Ash Street
Globe, AZ 85501

SERVICE AGREEMENT NO. 061913
ASBESTOS TESTING-GLOBE SHERIFF'S OFFICE

THIS AGREEMENT, made and entered into this 09TH day of JULY, 2013, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Western Technologies, Inc., of the City of Phoenix, State of Arizona, hereinafter designated the Contractor.

WITNESSETH: The Contractor, for and in consideration of the sum to be paid him by the County, in the manner and at the time hereinafter provided, and of the other covenants and agreement's herein contained, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

ARTICLE 1 - SCOPE OF SERVICES: The Contractor shall provide the services and products listed in the Scope of Work below, and shall do so in a good, workmanlike, and substantial manner and to the satisfaction of the County under the direction of the Facilities and Land Management Manager or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona. All work must be performed in conformance with industry standards and best practices.

Scope of Work: Contractor shall all provide labor and materials, as identified on Attachment "A" to Service Agreement No. 061913, by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to Service Agreement No. 061913, by mention made a binding part of this agreement as set forth herein.

ARTICLE 2 - TERMINATION: The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interest of the County, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work as directed in the notice. If the contract is terminated, the County shall be liable only for the services rendered under this contract and accepted material received by the County before the effective date of termination.

ARTICLE 3 - INDEMNIFICATION: Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

ARTICLE 4 - INSURANCE REQUIREMENTS: Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products - Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "**The County of Gila shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".

2. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease - Each Employee	\$100,000
Disease - Policy Limit	\$500,000

a. Policy shall contain a **waiver of subrogation** against the County of Gila.

3. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. On insurance policies where the County of Gila is named as an additional insured, the County of Gila shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
 2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
 3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Gila County Purchasing Department, 1400 E. Ash St., Globe, AZ, 85501** or email to dsgroi@co.gila.az.us. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as additional insured's under its policies or Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

ARTICLE 5 - LEGAL ARIZONA WORKERS ACT COMPLIANCE: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay shall be deemed excusable delay for which Contractor shall be entitled to an extension of time, but not costs.

ARTICLE 6 - LAWS AND ORDINANCES: This agreement shall be enforced under the laws of the State of Arizona. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor shall comply with the applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

ARTICLE 7 - CANCELLATION: This agreement is subject to cancellation pursuant to A.R.S. §38-511. If the Agreement is terminated, the county shall be liable only for payment for services rendered and accepted material received by the County before the effective date of termination.

ARTICLE 8 - RELATIONSHIP OF THE PARTIES: Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.

ARTICLE 9 - NON-APPROPRIATIONS CLAUSE: Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.

ARTICLE 10 - ENTIRE CONTRACT CLAUSE: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

ARTICLE 11 - NON-WAIVER OF ENFORCEABILITY: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision

ARTICLE 12 - GOVERNING LAW: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

ARTICLE 13- TERM: Contract shall be effective date signed by the County Manager and terminates thirty (30) days later.

ARTICLE 14 - PAYMENT/BILLING: Contractor shall be paid a flat fee of \$545.00 for completion of the projects as outlined in the Scope of Services.

All invoices shall be submitted to Gila County Accounts Payable, 1400 E. Ash St, Globe, Arizona and include the following information:

- Purchase Order Number
- Contract Number
- Invoice Number
- Service Location
- Vendor Name and Address
- Description of Service

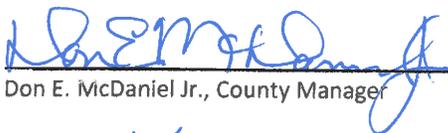
Any alterations to the scope of work resulting in a change in cost must have prior written approval by the County. Any unauthorized work may result in non-payment to the vendor.

Gila County employs a "Net 15" payment term for services meaning the payment will be issued fifteen (15) days from the date the County receives the invoice from the Contractor. Purchase orders sent to the Contractor reflect these terms and conditions.

The Contractor shall have a current I.R.S. W-9 form on file with the County unless not required by law. The County shall not remit payment if the Contractor does not have a current W-9.

IN WITNESS WHEREOF, Service Agreement No. 061913 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY



Don E. McDaniel Jr., County Manager

Date: 7/2/13

WESTERN TECHNOLOGIES, INC.



Signature

Vicky Aviles

Print Name



Western Technologies Inc. • 3737 East Broadway Road • Phoenix AZ 85040 • 602 437 3737 • wt-us.com

June 21, 2013

Gila County
1400 East Ash Street
Globe, Arizona 85501

Attn: Jeannie Sgroi
Contracts Support Specialist

Re: Proposal/Agreement – Environmental Consulting Services
NESHAP Asbestos Inspection – Limited to Flooring
Globe Sheriff's Office, 1100 South Street, Globe, Arizona

Ref. No. 2183PH372

Western Technologies Inc. presents the enclosed Proposal/Agreement to conduct the limited NESHAP asbestos survey of at the above referenced site. Our services will be performed in compliance with the Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) and the National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations for the inspection and identification of asbestos containing building materials (ACBM) prior to plan renovation. These services are limited to inspection and sample collection of vinyl floor tile materials located in the Sheriff's Office front lobby and hallway. WT has assumed that there may be covebase associated with the flooring and has included the appropriate number of samples to include these materials, if encountered. If not, WT will only charge for the exact number of samples collected and analyzed.

The cost of our services for is not to exceed \$545. The costs includes an EPA accredited inspectors and the collection and analysis of up to 12 material samples. The project is currently scheduled to be conducted during normal workweek hours.

Please review the proposal and the attached Terms and Conditions. If they meet with your approval, sign where provided, and send a copy back to us. Notice for us to proceed is given upon our receipt of the signed copy, or by authorizing us to proceed, whether orally, in writing, or electronically.

We appreciate the opportunity to submit this proposal. If you should have any questions, please feel free to give us a call at (602) 437-3737.

Respectfully submitted,
WESTERN TECHNOLOGIES INC.
Environmental Services

A handwritten signature in cursive script, appearing to read "Vicky L. Aviles".

Vicky L. Aviles, AEP, CIAQM
Environmental Project Manager

pdic
Copies to: Addressee (2)



Western Technologies Inc. • 3737 East Broadway Road • Phoenix AZ 85040 • 602 437 3737 • wt-us.com

**PROPOSAL/AGREEMENT FOR PROFESSIONAL SERVICES
Ref. No. 2183PH372**

BETWEEN: GILA COUNTY ("CLIENT")
1400 East Ash Street
Globe, Arizona 85501

AND: WESTERN TECHNOLOGIES INC.
3737 E. Broadway Road
Phoenix, Arizona 85040 ("WT")

FOR THE PROJECT: Environmental Consulting Services
NESHAP Asbestos Inspection –
Limited to Vinyl Floor Tile Material
Sheriff's Office (Front Lobby/Hallway
1100 South Street, Globe, AZ ("Property")

The CLIENT and WT do hereby agree as follows:

1.0 PROPERTY DESCRIPTION

The property is an existing structure occupied by the Globe Sheriff's Department. These services are specific for the sampling of vinyl flooring and associated mastic. WT suspects there may be covebase and mastic that may be disturbed and has included enough samples to include these materials, if encountered. If these materials are not encountered, WT will only invoice for the exact number of samples analyzed.

2.0 PURPOSE

The purpose of this project is to conduct the asbestos survey to satisfy the Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA) and the National Emission Standards for Hazardous Air Pollutants (NESHAP) regulations for the identification of asbestos containing building materials prior to plan renovation.

3.0 SCOPE OF SERVICES

WT will provide an EPA accredited asbestos inspector to conduct the survey and to collect the materials samples for this project. If friable surfacing materials were included in our scope of work we would utilize the 3,5,7 rule for the collection method. This method direct us to collect 3 samples of materials up to 1,000 square feet in quantity, 5 samples for materials that are between 1,000 and 5,000 square feet, and 7 samples for materials that are greater than 5,000 square feet. For non-friable non-surface materials, WT will collect minimum 3 samples suspect homogeneous asbestos containing building material. The sample collection information will be documented onto a field data sheet and a chain-of-custody form. The field data sheets also

Gila County
Ref. No. 2183PH372

include information regarding the sample collection location, current condition, and accessibility, potential for disturbance, description and quantity.

WT will prepare a report following receipt of the analytical report from the laboratory. The report will include diagrams showing the location of identified asbestos containing building materials, field generated data sheets, laboratory reports, chain-of-custody records, and a photographic log.

4.0 SCHEDULE

WT will coordinate with the County and the Sheriff's Office for the exact schedule of work.

5.0 STIPULATIONS

The following stipulations were made by WT in establishing the work scope and costs for this project:

- WT's quote does not include the cost for manlifts or other equipment that may be necessary to access heights greater than 14-feet.
- WT assumes the Owner will provide full access to all areas within the building
- Our services require damage to building materials while collecting samples. WT attempts to keep this damage to a minimum and will patch small holes using wall putties and/or roof sealants and mesh for roofs. This repair is not intended to be permanent or to restore the roof or wall systems to its per-existing condition. By acceptance of this proposal it indicates that the Client understands the need for the destructiveness of sample collection for these tasks and holes WT harmless for repairs. If requested by the on-site management, WT may not collect samples of specified materials such as ceramic floor and wall tiles.

6.0 FEES

The cost of our services for is \$545.00. The costs includes an EPA accredited inspector and the collection and analysis of up to 12 material samples. The project is currently scheduled to be conducted during normal workweek hours.

Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached herewith. If samples collected exceed the number of samples estimated, WT will contact the Client to request authorization to proceed with analysis. The sample analysis is \$10 per sample for normal turn-around-time (1-3 days).

Gila County
Ref. No. 2183PH372

7.0 MANNER OF PAYMENT

WT does accept most major credit cards. WT will invoice CLIENT for remaining fees upon completion of services. Full payment for services is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for WT to proceed with the work to be performed may be given simply by returning a signed copy of this document to WT, or by giving oral, written, or electronic notification to WT.

9.0 THE CONTRACT

The "Standard Terms and Conditions" set forth in WTI Form No. 120 (attached hereto) are incorporated herein by this reference as if fully set forth. Upon Client's execution below or upon WT's commencement of the work provided for herein, the provisions set forth herein and in the Standard Terms and Conditions shall constitute the entire, complete, and final integrated contract (the "Contract") between Client and WT with respect to the work to be performed, and shall supersede all other prior and contemporaneous oral and written agreements, if any, between the parties with respect to the work to be performed. In the event of conflict with the Standard Terms and Conditions, the provisions set forth herein shall control. The Contract may be changed, amended, or modified only in writing and signed by both WT and Client.

EXECUTED BY WT:


WT's Authorized Representative

Vicky L. Aviles, AEP, CIAQM
Typed or Printed Name

Environmental Project Manager
Title

June 21, 2013
Date

EXECUTED BY CLIENT:


Client's Authorized Representative

DON E. McDANIEL, JR.
Typed or Printed Name

COUNTY MANAGER
Title

7/9/13
Date

Gila County
Ref. No. 2183PH372

CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES

Project Principal	\$ 125.00 Hr
Project Director	\$ 105.00 Hr
Certified Industrial Hygienist	\$ 115.00 Hr
Project Manager	\$ 110.00 Hr
Senior Project Engineer/Geologist/Scientist.....	\$ 85.00 Hr
Project Engineer/Geologist/Scientist/Industrial Hygienist.....	\$ 75.00 Hr
Staff Engineer/Geologist/Scientist/Industrial Hygienist	\$ 65.00 Hr
Engineer/Geologist/Scientist/Industrial Hygienist.....	\$ 55.00 Hr
Environmental Technician.....	\$ 45.00 Hr
Senior Graphics Technician.....	\$ 50.00 Hr
Clerical Support Services.....	\$ 45.00 Hr
Safety Equipment, Per Man, Per Day.....	\$ 50.00 Ea
Field Sampling Equipment, Per Day.....	\$ 50.00 Day
Field Monitoring Equipment, per instrument per day.....	\$ 75.00 Day
Analytical Chemistry Services.....	by quote
Subcontracts/Materials/Supplies/Expendables	cost + 20%