

EXECUTIVE SUMMARY FORM

Contract Name: Asbestos Testing for 2<sup>nd</sup> Floor of Courthouse Contract No.: Arizona Procurement Contract No. ADSP012-033368

Statement of Purpose and Need (3-5 Sentences)  
Before remodeling can begin on the 2<sup>nd</sup> floor of the Courthouse we need an asbestos study of the tape and drywall.

Contract End Date: 12-18-13 to 1-31-14 Renewal Option:  Yes  No

Maximum Dollar Limit: \$1,139.97

Contract Information

Firm Name: Western Technologies Inc. Contact Person: Vicky Aviles

Address: 3737 E. Broadway Road Phone No: 602-437-3737

City: Phoenix State: AZ Fax: \_\_\_\_\_ Email: vicky.a@wt-us.com

Fund: Superior & JP Courts Security/Finance/Gen Admin/Prof Services-Other (30%) Type of Funds:  Restricted  
Bond Issuance 2009/Public Works/Globe Courthouse/Prof Services-Other (70%)

Fund Code: 1124.201.140.000.4210.99-30% \$341.99  Grant  
1114.341.976.000.4210.99-70% \$797.98  General Fund

Other

Date Sent for Legal Review: n/a Date Returned: \_\_\_\_\_

Special Notes:  
Gila County is part of the Arizona State Purchasing Cooperative - Procure, for cooperative purchasing. By using the State contract with Western Technologies Inc., it will save the county in both time and money for a rate that already been established in the State of Arizona bidding process.

Authorization to use a Cooperative Purchasing Agreement with the State of Arizona, Contract No. ADSP012-033368, for Statewide Environmental Consulting Services for Asbestos and Lead approved this 18 day of DECEMBER, 2013.

GILA COUNTY MANAGER

  
Don E. McDaniel, Jr. 12



December 13, 2013

Gila County Finance  
Guerrero Building  
1400 East Ash Street  
Globe, Arizona 85501

Attn: Jeannie Sgroi  
Contracts Support Specialist

Re: Environmental Services  
Task Assignment Scope of Work  
Limited Asbestos Survey – Finished Drywall Systems  
Globe Courthouse  
Globe, Arizona

WT Ref. No: 2183PH718

Western Technologies Inc. (WT) is pleased to present this proposal to conduct the limited asbestos survey limited to drywall systems located on the second floor of the Globe Courthouse identified above. The inspection will be conducted following the Environmental Protection Agency (EPA), Asbestos Hazard Emergency Response Act (AHERA) protocol for inspections and the EPA's National Emission Standards for Hazardous Air Pollutants (NESHAP) for pre-disturbance activities.

Work conducted in this proposal meet the requirements of the State of Arizona Procurement Contract No. ADS-012-033368. Please review the attached spreadsheet for cost summary.

#### Scope of Work

- The scope of work includes the collection of suspect asbestos containing material samples of finished drywall systems only. The areas to be included in the survey include the following: public bathrooms (men's/women's), hallway adjacent to the public bathrooms, elections office and old storage areas across from the elevator, personnel office, small conference room and the interior of the Assessor's office (on the right hand wall as you enter the office), and the barrel ceiling over the public counter.

WT did not visit the site prior to preparation of this proposal.

#### Project Approach

WT will prepare a floor plan diagram of the areas or use an existing plan if provided by Gila County to identify the functional space(s). We will identify suspect asbestos containing building materials associated with the wall/ceiling systems only (as previously indicated)

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and collect samples of these materials. We will collect minimum 3 samples of each homogeneous material.

Samples collected by WT will be documented onto our Sample Collection Logs which identify exact sample collection location, friable or non-friable status, and current condition of the material, quantities, and analytical determination. The samples will be documented onto a chain-of-custody form and transported to Fiberquant Analytical; a NVLAP accredited laboratory, for polarized light microscopy (PLM) analysis.

#### Experience of Staff

WT will provide an experienced EPA accredited inspector for asbestos from our Phoenix office to conduct these tasks. Vicky Aviles will be the Project Manager for this project and is current with EPA accreditations to include: inspector (asbestos/lead), management planner, contractor/supervisor, and designer (asbestos/lead).

We have sufficient staff to complete these tasks in a timely manner and prepared to issue assignment as soon as authorized to proceed with these tasks. In an effort to facilitate your project, we have included in our costs, attached.

#### Schedule

WT can complete the on-site inspection services in a single day utilizing one staff. The analytical turn around time for samples is 1-3 days. The inspection report can be completed within 2 days following the laboratory report.

We have based this proposal on the collection and analysis of 21 material samples. If additional samples are required to complete these tasks within EPA compliance, we will contact Ms. Sgroi for verbal authorization to proceed. If fewer samples are collected, we will only invoice for the exact number of samples analyzed.

Please review the attached spreadsheet. If you have any questions pertaining to the contents of this proposal, please contact our office at 602-437-3737. Thank you for the opportunity to provide this proposal.

Sincerely,  
**WESTERN TECHNOLOGIES INC.**  
**Environmental Services**



Vicky L. Aviles, AEP, CIAQM  
Environmental Project Manager

Via  
Attachment

**STATE OF ARIZONA  
CONTRACT NO. ADOP012-033368  
GILA COUNTY FINANCE**

**LIMITED NESHAP ASBESTOS SURVEY, GLOBE COURTHOUSE, 1400 EAST ASH STREET, GLOBE, ARIZONA**

ITEM	PERSONNEL CLASSIFICATION ASBESTOS SUPPORT SERVICES	Unit Rate	Time Required	Extended Fees
3	Level I - Standard	\$ 42.00		\$ -
4	Level I - Premium Rate	\$ 45.00		\$ -
5	Level II -Standard	\$ 43.00		\$ -
6	Level II - Premium Rate	\$ 46.00		\$ -
7	Level III -Standard	\$ 45.00	2	\$ 90.00
8	Level III - Premium Rate	\$ 48.00		\$ -
<b>ASBESTOS FIELD SERVICES</b>				
9	Level I -Standard	\$ 50.00		\$ -
10	Level I - Premium Rate	\$ 53.00		\$ -
11	Level II -Standard	\$ 52.00		\$ -
12	Level II - Premium Rate	\$ 55.00		\$ -
13	Level III -Standard (8 hours travel/inspection & 4 hours re	\$ 55.00	12	\$ 660.00
14	Level III - Premium Rate	\$ 58.00		\$ -
<b>ASBESTOS PROFESSIONAL PERSONNEL</b>				
15	Level IV - Standard	\$ 60.00		\$ -
16	Level IV - Premium	\$ 63.00		\$ -
17	Level I - Standard	\$ 65.00		\$ -
18	Level I - Premium Rate	\$ 70.00		\$ -
19	Level II -Standard	\$ 75.00		\$ -
20	Level II - Premium Rate	\$ 80.00		\$ -
21	Level III - Standard Rate	\$ 115.00	1	\$ 115.00
22	Level III -Premium Rate	\$ 125.00		\$ -
<b>LEAD-BASED PAINT FIELD SUPPORT SERVICES</b>				
23	Level I - Standard	\$ 42.00		\$ -
24	Level I - Premium Rate	\$ 45.00		\$ -
25	Level II -Standard	\$ 43.00		\$ -

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28	Level II - Premium Rate	\$ 46.00		\$ -
26	Level III -Standard	\$ 45.00		\$ -
27	Level III - Premium Rate	\$ 48.00		\$ -
<b>LEAD-BASED PAINT FIELD SERVICES</b>				
29	Level I -Standard	\$ 50.00		\$ -
30	Level I - Premium Rate	\$ 53.00		\$ -
31	Level II -Standard	\$ 52.00		\$ -
32	Level II - Premium Rate	\$ 55.00		\$ -
33	Level III -Standard	\$ 55.00		\$ -
34	Level III - Premium Rate	\$ 58.00		\$ -
35	Level IV - Standard	\$ 60.00		\$ -
36	Level IV - Premium	\$ 63.00		\$ -
37	Level V - Standard	\$ 65.00		\$ -
38	Level V - Premium	\$ 70.00		\$ -
<b>LEAD-BASED PAINT PROFESSIONAL PERSONNEL</b>				
39	Level I - Standard	\$ 65.00		\$ -
40	Level I - Premium Rate	\$ 70.00		\$ -
41	Level II -Standard	\$ 75.00		\$ -
42	Level II - Premium Rate	\$ 80.00		\$ -
43	Level III -Standard	\$ 115.00		\$ -
44	Level III - Premium Rate	\$ 125.00		\$ -
<b>LABORATORY COSTS</b>				
45	Polarized Light Microscopy (PLM) Bulk Samples - Non Rush	\$ 10.00	21	\$ 210.00
46	Polarized Light Microscopy (PLM) Bulk Samples -Rush	\$ 16.00		\$ -
47	Polarized Light Microscopy (PLM) Bulk Samples Non-Rush Point Count	\$ 34.00		\$ -
48	Polarized Light Microscopy (PLM) Bulk Samples Rush Point Count	\$ 55.00		\$ -
49	Transmission Electron Microscopy (TEM) Bulk Samples Non Rush	\$ 108.00		\$ -
50	Transmission Electron Microscopy (TEM) Bulk Samples -Rush	\$ 125.00		\$ -
51	Transmission Electron Microscopy (TEM) Air Samples Non-Rush	\$ 117.00		\$ -
52	Transmission Electron Microscopy (TEM) Air Samples Rush	\$ 180.00		\$ -
53	Phase Contrast Microscopy (PCM) Air Samples Non-Rush	\$ 10.00		\$ -

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54	Phase Contrast Microscopy (PCM) Air Samples Rush	\$ 15.00		\$ -
55	Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Non Rush	\$ 19.50		\$ -
56	Atomic Absorption Spectroscope (AAS) Paint Chip Analysis - Lead - Rush	\$ 29.25		\$ -
57	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Non Rush	\$ 100.00		\$ -
58	Toxicity Characteristic Leaching Procedure (TCLP)-Lead Rush	\$ 150.00		\$ -
59	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Non Rush	\$ 19.50		\$ -
60	Atomic Absorption Spectroscope (AAS) Soil Analysis - Lead - Rush	\$ 29.25		\$ -
61	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Non Rush	\$ 19.50		\$ -
	Atomic Absorption Spectroscope (AAS) Air Sample Analysis - Lead - Rush	\$ 29.25		\$ -
	<b>TRAVEL REIMBURSEMENT</b>			
63	Per Mile (greater than 35 miles from base office) (146 miles X \$.44.5 per mile)	\$ 64.97	1	\$ 64.97
	<b>TOTAL</b>			<b>\$ 1,139.97</b>







## STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

### 1. SERVICES

**1.1** WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

**1.2** The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

**1.3** The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

**1.4** When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

**1.5** Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

### 2. PAYMENT

**2.1** WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month.

**2.2** Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

### 3. STANDARD OF CARE

**3.1** The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

**3.2** Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

**3.3** Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

**3.3.1** WT is not responsible for the manner in which such work is performed;

**3.3.2** WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

**3.3.3** For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

**3.4** WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

**3.5** Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that there will be no express or implied recommendations or opinions of any sort from field or lab technicians.

**3.6** Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

**3.7** "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

### 4. INDEMNITY AND INSURANCE

**4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.**

**4.2** Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

### 5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

**5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.**

**5.2** WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

**5.3** No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

**5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.**

**5.5** No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

### 6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

### 7. PROPERTY

**7.1** All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

**7.2** Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

**7.3** Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

**7.4** Client shall not assign this Agreement, or any of WT's reporting or work product, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

### 8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

### 9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning WT's payment for its services upon payment to Client by any third party; or any provision permitting Client to take possession of any property of WT.

### 10. MEDIATION AND ARBITRATION; FEES AND COSTS

Except for WT's claims for collection of unpaid invoices, which WT may file in any appropriate court, all disputes arising out of the work, including the Agreement, shall first be mediated, and if not so resolved shall be submitted to binding arbitration under the Construction Industry Rules of the AAA. Except for WT's claims for collection of unpaid invoices, concerning which WT shall be entitled to an award of its attorneys' fees and costs, in the event of any claim or dispute resolution proceeding arising out of the work, including the Agreement, each party shall bear its own attorneys' fees, expert and consultant fees, and costs, and each party expressly waives the application of any statute, rule or law entitling the prevailing party to any award of attorneys' fees, expert or consultant fees, or costs.