

EXECUTIVE SUMMARY FORM

Contract Name:

Asbestos Abatement Consulting Services at 110 W. Main Street in Payson, AZ

Contract No.:

Arizona Procurement Contract No. ADSP012-033368

Statement of Purpose and Need (3-5 Sentences)

Asbestos abatement oversight is required for removal of positive areas previously tested. A Request for Quotes was sent out to various asbestos abatement contractors and the low bidder, Spray Systems Environmental, was selected to perform the asbestos abatement. Western Technologies services are need to conduct the oversight during the time of the actual abatement.

Contract End Date: Upon completion of abatement.

Renewal Option: [] Yes [X] No

Maximum Dollar Limit: \$4,481.55

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: Capital Improvements/Public Works/Remodeling Payson Courthouse/Prof Services-Architectural & engineering

Type of Funds: [] Restricted

Fund Code: 1007.341.873.4210.70 Project No. FM_1703

[] Grant [] 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 19th day of August 2015.

GILA COUNTY MANAGER

Handwritten signature of Don E. McDaniel, Jr.

Don E. McDaniel, Jr.



**CONTRACT FOR PROFESSIONAL SERVICES
WT Reference No. 2585PE270**

BETWEEN: GILA COUNTY FINANCE (“CLIENT”)
1400 East Ash Street
Globe, Arizona 8501
Attn: Ms. Jeannie Sgroi

AND: WESTERN TECHNOLOGIES INC. (“WT”)
2400 East Huntington Drive
Flagstaff, Arizona 86004

FOR THE PROJECT: Asbestos Abatement Consulting Services (“Project”)
Former Napa Auto Parts and Repair
110 West Main Street
Payson, Arizona (“Site”)

1.0 PROJECT DESCRIPTION

Asbestos abatement activities are to be performed at the above referenced building. Based on the asbestos survey conducted by WT, we understand that proposed activities include removal of the following asbestos containing materials (ACMs):

- Approximately 15 square feet of asbestos containing window glazing.
- Approximately 2,540 square feet of asbestos containing textured drywall systems.
- Approximately 2,300 square feet of asbestos containing floor tile and black mastic.
- Approximately 200 square feet of asbestos containing sealant tar.
- Approximately 30 square feet of asbestos containing penetration tar.

2.0 SCOPE OF SERVICES

The scope of work was developed based on information provided by Gila County and the asbestos survey previously conducted by WT. The information includes:

- Type and quantity of material to be removed
- Locations within the building scheduled for removal activities (Former Napa Auto Parts and Repair)
- Estimated time frame to complete abatement activities (5 days)
- Number of clearance sampling events (1 event)

The work is regulated under the Occupational Safety and Health Administration (OSHA) in 29 CFR 1926.1101. Detailed tasks to be performed include:

2.1 Pre-Abatement Activities

- a. Review Client-provided data, including, but not limited to, previous asbestos survey reports, site plans and CAD drawings.
- b. Arrange and attend a meeting with representatives of Client and the abatement contractor. This meeting will address scheduling details and identify any concerns that may need to be addressed prior to the commencement of the abatement.
- c. Review contractor submittals, including: verifying that training certifications (initial and refresher), medical monitoring and respirator fit tests for both workers and supervisors are current and valid.
- d. Verifying that the proper NESHAP notification(s) has been filed, if required.

2.2 Abatement Tasks

- a. Check worker photo-identification and match to submitted certifications.
- b. Conduct containment reviews prior to the initiation of the abatement work to verify that containments, are installed correctly, negative pressure is achieved, smoke testing is performed, and to identify any possible points of failure of the containment.
- c. Conduct periodic area monitoring during abatement activities. Up to two (2) area samples will be collected per day to document that containments are working properly. Area samples will be collected at or near the decontamination stations and at or near the bag-out stations. WT will set up pumps during the abatement crew work activities and allow them to run for up to five hours, unless the abatement crew works fewer hours that day. WT anticipates performing 4 days of area monitoring. WT anticipates that area and/or clearance monitoring will be performed each day of the project.
- d. Conduct periodic containment integrity checks and verify that work practices are in compliance with applicable industry standards. WT will remain on site for the duration of the abatement activities.

2.3 Post-Abatement Activities

- a. Upon contractor completion of final cleaning, WT will conduct a visual inspection of the

containments to verify that the ACMs have been removed and that the area is clean, dry and free of dust and debris.

- b. WT will collect up to five (5) asbestos clearance samples for the clearance of the abatement area. The abatement areas will be cleared with Phase Contrast Microscopy (PCM). Passive air sampling techniques will be utilized unless aggressive sampling techniques are requested by Client. A minimum of 1200 liters of air will be collected and the samples will be analyzed on a 6-hour laboratory schedule for PCM samples.

Note: Work is scheduled during normal business hours for the duration of the abatement. Personnel monitoring is not included in this scope of services. WT can conduct personnel monitoring for an additional fee.

2.4 Air Sampling and Analytical Laboratory

The pumps used to perform air monitoring will be calibrated before and after each sampling event using a certified secondary calibrator (traceable to the National Institute of Standards and Technology), a Bios International model DCL-H. An average flow will be obtained from the two measurements. The air samples will be collected in new cassettes with vacuum pumps pulling air through a 25mm Millipore mixed cellulose ester filter. The filter consists of a 0.8 micron porosity membrane for PCM area and clearance samples, supported by a cellulose pad, and mounted in a carbon-filled polypropylene housing with a 50mm extension cowl. One media blank and one field blank will be submitted to the laboratory for each day of sampling performed to verify the integrity of the sampling media.

The area air samples will be analyzed by phase contrast microscopy (PCM) by Western Technologies, Inc. on an accelerated schedule (24-hours or less). A trained analyst certified in evaluating airborne fibers (NIOSH 582) will analyze the samples. WT participates in the American Industrial Hygiene Association (AIHA) Proficiency Analytical Testing (PAT) program for PCM analysis under our AIHA Laboratory No. 101588. Observed fibers are counted using the NIOSH 7400, Revision 3, issue 2 (1994), A Rules in which a fiber is counted if its length is greater than 5 microns and its length/width ratio is greater than 3 to 1. The clearance air samples will be analyzed by WT on an accelerated schedule of 6-hours or less. WT anticipates transporting the clearance samples directly to the lab in Flagstaff, Arizona to obtain same day results.

2.5 Report

WT will produce a report for the Client. The report will include a summary of the project activities, results and recommendations. Prior to submittal to the Client, the report will be reviewed internally by an EPA-accredited contractor supervisor with acceptable experience and background. WT will provide the report in portable device format (pdf) for delivery using electronic mail or a file transfer portal (ftp) site.

3.0 SCHEDULE

Start dates of the abatement activities will be determined by the Client and the Contractor. WT anticipates working on days that the abatement contractor may not be working to complete all tasks within the required time frame.

A final report will be completed within 10-working days after final clearance results have been received.

4.0 FEE ESTIMATE

The estimate provided below is based on information provided by the Client on August 17, 2015 and by WT's inspection report performed on January 8, 2015. The final cost may vary depending on the contractor's progress, number of visits required, unforeseen site conditions and other factors beyond our control. All work will be conducted on a time and materials basis; therefore, the fee estimate provided should be considered a maximum, not to exceed figure, without prior authorization. Assuming the project will take 5 days to complete and require 4 area sampling events, and 1 clearance event, the estimated total cost would be **\$4,481.55**. WT's Arizona State Contract Number is ADSPO12-033368.

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Rate, \$</u>	<u>Extension, \$</u>
<u>Pre-Abatement Tasks</u>				
2	hours	Project Manager (Professional Personnel Level II)	75.00	\$ 150.00
<u>Abatement Activities (Area Monitoring)</u>				
44	hours	AHERA Contractor/Supervisor, includes travel time (Professional Personnel Level I)	55.00	\$2,420.00
8	each	Phase Contrast Microscopy (PCM) (2 samples and 2 blanks per day during abatement)	20.00	\$ 160.00
190	miles	Mileage	0.445	\$ 84.55
5	days	Per Diem	125.00	\$ 625.00

<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Rate, \$</u>	<u>Extension, \$</u>
<u>Abatement Activities (Final Clearance)</u>				
8	hours	AHERA Contractor/Supervisor (Professional Personnel Level I)	55.00	\$ 440.00
7	each	Phase Contrast Microscopy (PCM) (5 samples and two blanks per clearance)	20.00	\$ 140.00
<u>Report Preparation</u>				
4	hours	Report Development (Professional Personnel Level II)	75.00	\$ 300.00
1	hours	Report Review (Professional Personnel Level IV)	120.00	\$ 120.00
1	hours	Clerical (Support Services Level I)	42.00	\$ 42.00
			Estimated Maximum Amount	\$4,481.55
Number of Days= 5			Daily Rate	\$ 896.31

4.1 Assumptions

The following assumptions were used to calculate the estimated costs for the scope of work.

- a. The estimate does not include charges for the analysis of samples collected beyond those specified in this proposal. The project cost estimate does not include other additional tasks recommended as a result of this project.
- b. Nothing contained within this agreement shall be construed or interpreted as requiring WT to assume the status of a generator, transporter, storer, treater or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, Section 6901 et seq., as amended, or within any state statute or other regulation governing the treatment, storage and disposal of hazardous waste.
- c. The estimated project cost does not include meetings with the federal, state, county or municipal regulatory agencies, other than noted in Section 2.0.
- d. The estimated project fee and schedules do not include allowance for delays or standby time due to facility access restrictions or other factors beyond the control of WT.

4.2 Proposed Unit Rates

Project Principal (Professional Personnel Level III).....	\$120.00 per hour
Project Manager (Professional Personnel Level II)	\$ 75.00 per hour
AHERA Contractor Supervisor (Field Services Level III)	\$ 55.00 per hour
Drafting Support (Support Services Level III).....	\$ 45.00 per hour

Clerical Support (Support Services Level II)	\$ 42.00 per hour
Safety Equipment, per person, per day	\$ 40.00 per day
Field Monitoring Equipment, per instrument, per day	\$ 25.00 per day
Phase Contract Microscopy (PCM), rush turnaround time	\$ 20.00 per sample
Transmission Electron Microscopy (TEM),.....	\$100.00 per sample
Materials/supplies/expendables	cost plus 20%
Mileage (greater than 35 miles from base office)	\$ 0.445 per mile

Note: WT will not charge overtime rates for evening or weekend work. Work scheduled during acknowledged holidays are subject to a 50 percent overtime surcharge (1.5 times the stated hourly rate).

5.0 MANNER OF PAYMENT

WT will invoice CLIENT for total fees upon completion of services. Full payment for services is due upon receipt of invoice.

6.0 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.

7.0 THE CONTRACT

The terms and conditions as set forth in WT's Arizona State Contract are applicable and incorporated herein. The provisions set forth herein, and in the terms and conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

/s/Todd Sayers
WT's Authorized Representative

Todd Sayers
Typed or Printed Name

Director of Environmental Services
Title

August 17, 2015
Date

EXECUTED BY CLIENT:


Client's Authorized Representative

DON E. MCDANIEL, JR.
Typed or Printed Name

COUNTY MANAGER
Title

8/19/15
Date

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 exculpate 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. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

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 it has no right to rely on, and 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, any of WT's reporting or work product, or any legal or equitable claim involving WT, 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 payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.