

PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD AN OPEN MEETING IN THE SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). **ANY MEMBER OF THE PUBLIC IS WELCOME TO ATTEND THE MEETING VIA ITV WHICH IS HELD AT 610 E. HIGHWAY 260, BOARD OF SUPERVISORS' CONFERENCE ROOM, PAYSON, ARIZONA.** THE AGENDA IS AS FOLLOWS:

**SPECIAL MEETING - THURSDAY, JUNE 6, 2019 - 10:00 A.M.
REVISED**

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE - INVOCATION**
2. **REGULAR AGENDA ITEMS:**
 - A. Information/Discussion/Action to approve: 1) the submittal of a grant application to the Arizona Department of Environmental Quality (ADEQ) to obtain Brownsfield State Response Grant funding; 2) Government Services Contract No. ADEQ19-BF1911 in an amount not to exceed \$95,000 with ADEQ; and 3) Service Agreement No. 053119 in the amount of \$82,886.87 with Viking Specialty Contracting - all of which pertain to the abatement, demolition, and disposal of debris from the former Hayden motel located at 637 Hwy. 177, Hayden, Arizona. **(Mary Springer)**
3. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. §38-431.01(H), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

4. At any time during this meeting pursuant to A.R.S. §38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on information presented.

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)(3).

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

ARF-5514

Regular Agenda Item 2. A.

Special BOS Meeting

Meeting Date: 06/06/2019

Submitted For: Mary Springer, Finance Director

Submitted By: Mary Springer, Finance Director

Department: Finance

Fiscal Year: FY2019

Budgeted?: Yes

Contract Dates 06/18/19 - 12/31/19 Grant?: Yes

Begin & End:

Matching No

Fund?: New

Requirement?:

Information

Request/Subject

Approval of the following: submittal of a grant application to the Arizona Department of Environmental Quality (ADEQ) for asbestos cleanup and ordered demolition of a property located at 637 Hwy. 177, Hayden, Arizona, and known as the former Hayden motel; Contract No. ADEQ19-BF1911 between ADEQ and Gila County; and Service Agreement No. 053119 between Viking Specialty Contracting and Gila County.

Background Information

On January 8, 2019, the Board of Supervisors approved Contract No. ADEQ19-1909 with ADEQ in the amount of \$13,000 whereby ADEQ agreed to conduct an asbestos and lead survey on the former Hayden motel. This was a grant award from ADEQ for the County to receive Brownsfield State Response Grant funding. The survey was conducted and the motel was found to contain asbestos.

On March 12, 2019, the Board of Supervisors approved the sale of the subject property, known as Assessor's tax parcel number 101-10-009, to Gila County. This property formerly belonged to the State of Arizona in care of the Gila County Board of Supervisors. It was deeded to the state in 2012 by the Gila County Treasurer because the prior owner did not pay property taxes for 7 consecutive years. In order for the motel to be demolished and the property cleaned up, ADEQ required ownership to be under Gila County so that was the purpose of the requested property purchase.

In further communication between Supervisor Woody Cline's office and ADEQ, it was learned that a grant application was required to be submitted to ADEQ to obtain additional Brownsfield State Response Grant funding in order to hire a contractor that would perform the work as specified in Viking Specialty Contracting's Bid No. DJ19-1074 (attached to this agenda item).

On April 8, 2019, a grant application was submitted by James Menlove, County Manager, on behalf of Supervisor Cline, for the requested funds; however, there was insufficient time to obtain Board approval prior to submitting the grant application (attached to this agenda item).

Evaluation

Gila County District III Supervisor Woody Cline and Executive Administrative Assistant Cathy Melvin have been working with ADEQ and ATC Group to mitigate the environmental hazard posed by the dilapidated building known as the Hayden motel. ADEQ has awarded Gila County reimbursable grant funds in an amount not to exceed \$95,000 to have the building abated, demolished and debris removed. ATC Group Services conducted the public bid process in which five pre-qualified state contractors were invited to bid. Two contractors submitted bids to perform the work and the low bidder, Viking Specialty Contracting, was selected. ATC Group Services will also provide project management and oversight to ensure the cleanup is conducted in accordance with ADEQ regulations and the required disposal documentation is provide at the end of the project and forwarded to Gila County for record retention.

Conclusion

The reimbursable grant from ADEQ has been awarded to Gila County for the abatement, demolition, and disposal of the Hayden motel in the amount not to exceed \$95,000 should the Board approve the contract. Viking Specialty Contracting was selected to perform the work in accordance with ADEQ requirements at a bid price of \$82,886.87.

This request asks the Board to authorize the previous submittal of a grant application to ADEQ to obtain Brownsfield State Response Grant funding for this project; accept funding from ADEQ through its Government Services Contract No. ADEQ19-BF1911; and award Service Agreement No. 053119 to Viking Specialty Contracting in the amount of \$82,886.87 for the abatement, demolition, and disposal of the old Hayden Hotel located 637 Highway 177, Hayden, Arizona.

Recommendation

Staff recommends the Board's approval of the requests as listed in the previous sections of this staff report.

Suggested Motion

Information/Discussion/Action to approve: 1) the submittal of a grant application to the Arizona Department of Environmental Quality (ADEQ) to obtain Brownsfield State Response Grant funding; 2) Government Services Contract No. ADEQ19-BF1911 in an amount not to exceed \$95,000 with ADEQ; and 3) Service Agreement No. 053119 in the amount of \$82,886.87 with Viking Specialty Contracting - all of which pertain to the abatement, demolition, and disposal of debris from the former Hayden motel located at 637 Hwy. 177, Hayden, Arizona. **(Mary Springer)**

Attachments

Grant Application to ADEQ for Hayden Motel Demolition

Contract No. ADEQ19-BF1911 with ADEQ

Service Agreement No. 053119 with Viking Specialty Contracting

Bid No. DJ19-1074 from Viking Specialty Contracting

Aerial View of property

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 402-8753
(800) 304-4452, ext. 7100
tmartin@gilacountyaz.gov

Tim R. Humphrey, District II
(928) 425-3231
thumphrey@gilacountyaz.gov

Woody Cline, District III
(928) 402-4401
wcline@gilacountyaz.gov



GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

W. James Menlove,
County Manager
(928) 402-4257
jmenlove@gilacountyaz.gov

Marian Sheppard,
Clerk of the Board of Supervisors
(928) 402-8757
msheppard@gilacountyaz.gov

April 8, 2019

Arizona Department of Environmental Quality
Travis Barnum, Brownfields Coordinator
Waste Programs Division
1110 W. Washington Street
Phoenix, AZ 85007

Dear Mr. Barnum:

1. The purpose of this letter is to request funds for an Environmental Site Clean-Up and Ordered Demolition. An Evaluation of Structure document prepared by Gila County Community Development Director, Scott Buzan is included with this letter.
2. Gila County is requesting funds for an asbestos cleanup and ordered demolition of the building located at the site described below.
3. The funding requested will be used to conduct an ordered demolition of property located at 637 Arizona Highway 177 in Hayden, Arizona (Gila County).
4. The current owner of this site is the Gila County Board of Supervisors. The site is approximately 0.24 acre in size and is located on the southwest side of Arizona Highway 177. The site is located in the southeast area of the town of Hayden, and the town of Winkelman is located directly to the east. The site building reportedly has been vacant for over 20 years, and a review of historical aerial photographs indicated that minimal activities or changes occurred at the site or in the site vicinity after 2005.

The site building was constructed in approximately 1972 on undeveloped desert land. It is an unoccupied, two-story, brick and wood structure approximately 6,500 square feet in size that was formerly used as a motel. The motel originally included a lobby on the west side and approximately 20 guest rooms.

Due to the property's location discussions have included the possibility of a rest area or parking area for travelers. There is also a possibility of including the Copper Corridor's Ore Cart Trail as part of this project. The Ore Cart Trail commemorates the mining industry throughout the

Copper Corridor beginning in Superior and continuing through the communities of Hayden, Winkelman, Globe, Miami, Mammoth, San Manuel and Oracle.

5. At this time, we are unsure as to the re-use of this site and the associated costs. We are still in the process of determining what will be eligible as well as what the community outreach results will be from Hayden and Winkelman.

6. The Gila County IDA obtained a Phase I ESA on this property; however, Gila County does not have costs involved.

7. Gila County will manage the procurement of a contractor to perform the cleanup of this property. See number 13 for Gila County point of contact for this project.

8. At this time, Gila County needs to understand and have documentation of the issues regarding this site and the associated costs to redevelop and provide a scope for potential investors.

9. None

10. The subject property is located between the two small communities of Hayden and Winkelman. The building has been an eyesore for many years as it is located right on Hwy 177 and can be seen as people travel through the area. The area is depressed, and this building does nothing to help that image. In addition, during times of storms and high winds debris from the building blows out into the street. There is a staircase that leads to the second floor on the outside of the building and can be easily accessed by the public. This building is a public safety hazard for the communities and the removal of the debris and the redevelopment of this site into a rest area or open space parking area would be a definite benefit to the community.

11. The site is not located in a WQARF or Superfund area.

12. Almost immediately after taking office in 2017, I was approached by the mayors of Hayden and Winkelman regarding this building. Both mayors stated that they wanted something done with the site and asked for Gila County's assistance. The age of the building and the possibility of asbestos building materials along with ownership issues have been definite roadblocks in getting this project off the ground. The assessment has been completed and ownership issues resolved, Gila County staff will continue community outreach activities in the area.

13. Contact person: Cathy Melvin, Executive Administrative Assistant; 1400 E. Ash Street, Globe, AZ 85501; 928-402-4401; email cmelvin@gilacountyaz.gov.

14. A site parcel map is attached.

16. Gila County number C0194

We appreciate your consideration of our request and if you have any questions, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Menlove". The signature is fluid and cursive, with a large initial "J" and a long, sweeping underline.

James Menlove
Gila County Manager
For Woody Cline, Gila County Supervisor District III

JM/cm

Enclosures



Brownfields State Response Grant (SRG) Application

Arizona Department of Environmental Quality
Federal Programs (Brownfields), Sixth Floor
1110 W. Washington St., Phoenix, AZ 85007

The application and information obtained during any investigation conducted by ADEQ is considered a public record.

Preliminary Eligibility Criteria (Choose either Yes or No)	YES	NO
1) Is the Applicant a government entity or non-profit organization?	<input checked="" type="radio"/>	<input type="radio"/>
2) Is the Applicant the owner of the property? (Required for a clean-up grant)	<input checked="" type="radio"/>	<input type="radio"/>
3) Is the Applicant planning to purchase the property?	<input type="radio"/>	<input checked="" type="radio"/>
4) Is the Applicant a private entity?	<input type="radio"/>	<input checked="" type="radio"/>
5) Is the suspected or known contaminant a petroleum product?	<input type="radio"/>	<input checked="" type="radio"/>
6) Is the suspected or known contaminant a hazardous substance?	<input checked="" type="radio"/>	<input type="radio"/>
7) Is the property mine-scarred land?	<input type="radio"/>	<input checked="" type="radio"/>
8) Is the site located in a CERCLA (Superfund) or WQARF area?	<input type="radio"/>	<input checked="" type="radio"/>
9) Is an Arizona Smart Growth card filed? (Give the entity name, if applicable)	<input type="radio"/>	<input checked="" type="radio"/>

Please list suspected or known contaminants of concern on the property:

Asbestos contaminants have been found on the property.

Please contact Brownfields Program staff for assistance before completing your application:

Travis Barnum, Brownfields Coordinator
Waste Programs Division
Arizona Department of Environmental Quality
1110 W. Washington Street, 6th Floor, Phoenix, AZ 85007
Direct Line: 602-771-2296
Email: barnum.travis@azdeq.gov
Toll free in AZ: 800-234-5677, Ext. 6027712296

Applicant Name:	Gila County		
Organization:	Government		
Address:	1400 E. Ash Street Globe, AZ 85501		
Phone:	928-402-4401	Fax:	
Email:	cmelvin@gilacountyaz.gov		

Proposed Site Information:

Site Address:	637 Hwy 177 Hayden, AZ
Current Zoning:	Vacant Land Non Profit/State Vacant Land Default
Assessor's Parcel #:	101-10-009

Current Owner Information (if different from applicant):

Name:	
Address:	
Phone:	
Email:	

Project Information

Your grant application package must include the following information to assist ADEQ in determining the initial eligibility of your project for an environmental site assessment (ESA) or for a clean- up grant. Provide the following information in a typed narrative of no more than five pages.

- 1 Cover letter requesting SRG funding to perform a Phase I or Phase II ESA or clean-up activities.
- 2 Requested funding amount.
- 3 Description of how grant funding will be used (list properties to be included in the project).
- 4 General description of the property (current owner, location, acreage, and past, current and future use).
- 5 If applicable, list anticipated sources of funding to be used for purchasing and developing the site.
- 6 If possible, sources and amounts of funding already expended on the site.
7. If the applicant is to manage the project instead of ADEQ, include the name of the applicant's project. manager, title, address, and a brief description of their qualifications to manage the project.
8. If applicable, documentation of intent to purchase and develop the project site.
9. Identify any development activities within the area that may include the site or surrounding properties.
10. Documentation of site access to accomplish the on-site work.
11. Benefits of site re-development to the public.
12. Statement as to whether the site is located in WQARF or Superfund areas.
13. If a Phase II SA or clean-up is conducted, list past, current, and/or future community outreach activities involving the site.
14. Applicant's key contact person to receive site updates and correspondence from ADEQ.
15. Site parcel map.
16. ProcureAZ Vendor Number. *If you need to register, please go to: <https://procure.az.gov.bso/>

745 N Rose Mofford Way
Globe Arizona 85501
(928)425-3231 Ext. 4224
FAX (928)425-0829



608 E. Hwy 260
Payson, Arizona 85541
(928)474-9276
FAX (928)474-0802

GILA COUNTY COMMUNITY DEVELOPMENT

March 20, 2019

EVALUATION OF STRUCTURE LOCATED AT 637 AZ HIGHWAY 177 IN HAYDEN ARIZONA PARCEL # 101-10-009

STRUCTURE: Two story wood and concrete block building approximately 5800 sq. ft. previously used as a motel located on the south side of Highway 177. It appears to share a common concrete block wall with the structure to the southeast which was previously a restaurant. The building is not occupied and has been well stripped of any useable material.

CONDITION OF STRUCTURE: The roof and the guest rooms on both floors at the rear of the building are missing. A portion of the remaining second floor exterior wall leans outward and with no roof to protect it, the supporting structure for the second floor is deteriorating from the weather with significant damage being done to the insulation and ceiling drywall in the remaining rooms on the first floor.

Although the doors to the rooms in front are still intact, access into the rooms is still obtainable either through these doors not being locked, missing rear doors, large holes in the wall where the AC units used to be, or broken and open windows. There is a significant amount of debris inside the structure as well as behind it.

OPINION: Demolition of the structure is necessary due to it being so out of repair, it has become unsafe. The leaning second floor exterior wall is in danger of falling onto the front parking lot and it is only a matter of time before the remaining second floor collapses due to weather exposure. Because there is access to the building's interior this makes for a dangerous situation as well as becoming quite unsanitary. The structure needs to be secured from all access and posted no trespassing immediately.

Respectfully submitted,

Scott Buzan
Director



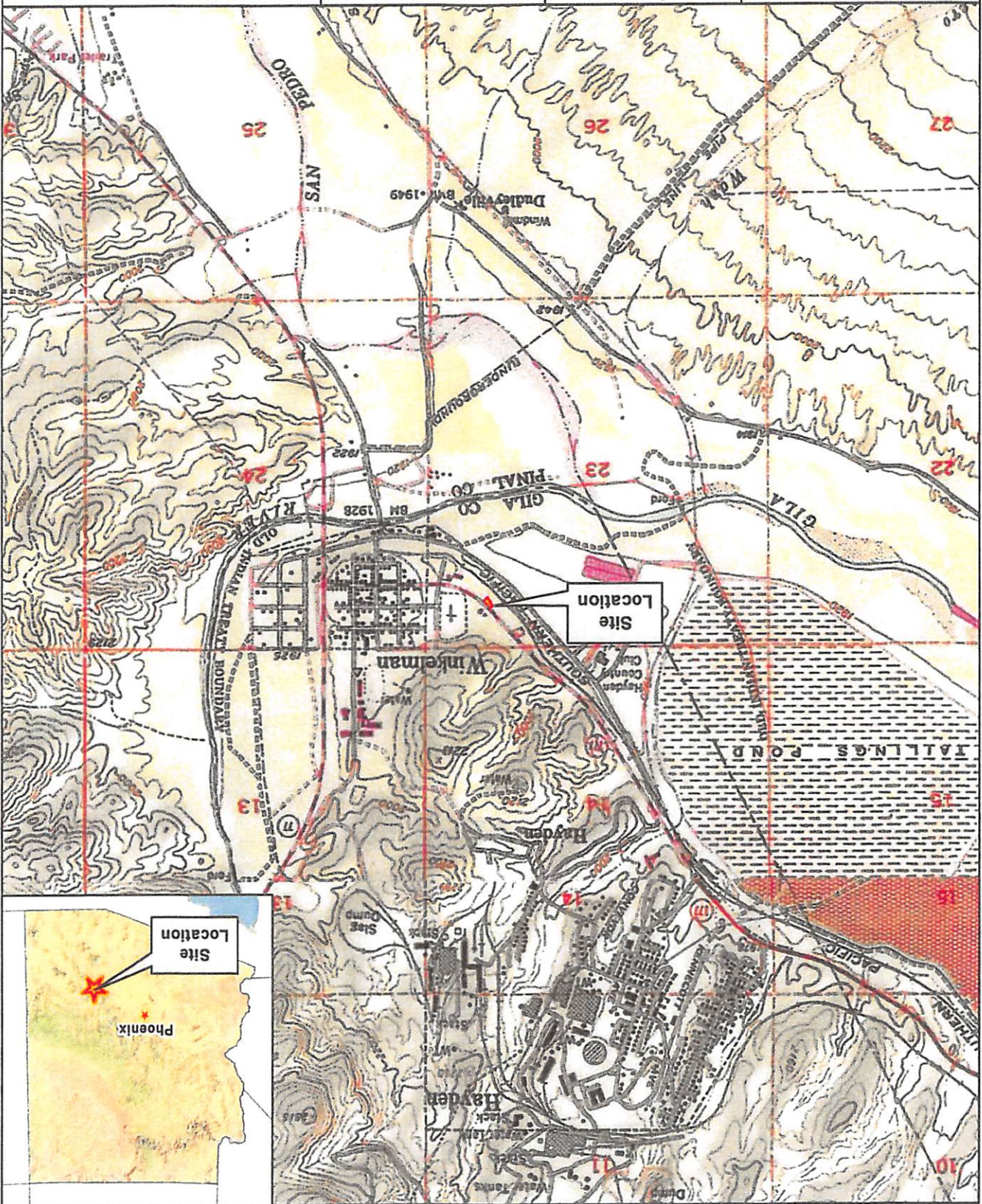
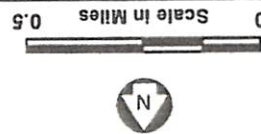


FIGURE 1
SITE LOCATION MAP
 637 Arizona Highway 177
 Targeted Brownfields Assessments
 Hayden, Gila County, AZ



PREPARED FOR:
 EPA Region 9
 Brownfields
 Program

WESTON SOLUTIONS
 PREPARED BY:
 Weston Solutions, Inc.
 1340 Treat Blvd, Ste 210
 Walnut Creek, CA 94597





PREPARED BY:
 Weston Solutions, Inc.
 1340 Treat Blvd, Ste 210
 Walnut Creek, CA 94597

PREPARED FOR:
 EPA Region 9
 Brownfields
 Program



FIGURE ES-1
SITE SUMMARY MAP
 637 Arizona Highway 177
 Targeted Brownfields Assessments
 Hayden, Gila County, AZ



GOVERNMENT SERVICES CONTRACT

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Contract No.: ADEQ19-BF1911
Effective Date: UPON EXECUTION
Termination Date: June 30, 2019

Contract Title: Asbestos Cleanup and Demolition for Former Hayden Motel

GRANTEE

Gila County Board of Supervisors
1400 E. Ash St.
Globe, AZ 85501

Attn: Cathy Melvin
Executive Administrative Assistant
1400 E. Ash St.
Globe, AZ 85501
(928) 402-4401
cmelvin@gilacountyaz.gov

CONTRACT ADMINISTRATOR

Arizona Department of Environmental Quality
Contracts and Procurement Section
1110 West Washington Street, Mail Code: 3540C
Phoenix, AZ 85007-2935

Procurement Officer: Patricia Lorenzen

Phone Number: (602) 771-4776
e-mail Lorenzen.Patricia@azdeq.gov

THIS CONTRACT is between the **STATE OF ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY** [hereinafter sometimes referred to as the "Department" or "ADEQ"], established and authorized to contract pursuant to A.R.S. § 49-101, and the Gila County Board of Supervisors [hereinafter sometimes referred to as the "Grantee"].

The purpose of this Agreement is to provide, through the ADEQ Brownfields State Response Grant, funding on behalf of the Gila County Board of Supervisors for an asbestos cleanup and demolition of the former Hayden Motel. The site is improved property, located at 637 Hwy 177, Hayden AZ 85135.

This document, including Agreement Terms, Scope of Work, Appendices, Amendments, and any modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all other understandings, oral or written.

This Agreement contains the following documents:

1. Scope of Work
2. Special Terms and Conditions
3. Exhibit A - ADEQ Logo with Printing Credit
4. Exhibit B - Sample Signage to be located at project site for Public Notification
5. Exhibit C - Sample Invoice

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement.

Gila County Board of Supervisors

Signature

Printed Name

Title

Date

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Signature

Laura L. Malone

Printed Name

Director, Waste Programs Division

Title

The above referenced Contract is hereby executed this
_____ Day of _____, 2018

ADEQ19-BF1911
SCOPE OF WORK

1. Description

- 1.1 The Arizona Department of Environmental Quality (ADEQ) will provide funding to the Gila County Board of Supervisors through the Brownfields State Response Grant (SRG) to conduct an asbestos cleanup and demolition of the Former Hayden Motel. The site is improved property, located at 637 Hwy 177, Hayden, AZ 85135.

2. Project Tasks

- 2.1 The asbestos cleanup and demolition for the vacant building shall be funded by ADEQ on behalf of the Gila County Board of Supervisors. ADEQ will assist Gila County with hiring the contractors. ADEQ will review and approve documents submitted for payment of performance of project activities. The asbestos cleanup and demolition will be performed in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) Program.

3. ADEQ Responsibilities

- 3.1 Provide total funding from the SRG up to the amount of **\$95,000.00** for the asbestos cleanup and demolition and oversight at the site.
- 3.2 Select the project Contractors in conjunction with the Gila County Board of Supervisors. The contractors will be selected from the current State of Arizona Brownfields Response Contract and ADEQ Asbestos and Lead Consultant and Abatement Services Contract. The Contractors shall comply with all applicable laws and guidelines. ADEQ shall be responsible for ensuring that the Contractor perform work in accordance with the contractual requirements and in accordance with the National Emission Standard for Hazardous Air Pollutants (NESHAP) Program 40 CFR 61, Subpart M, and the Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101.
- 3.3 Retain documentation of all grant expenditures upon completion of the project activities to enter the site into the ADEQ Brownfields database which is available for public review.
- 3.4 Provide the Grantee with final reports.

4. The Grantee Responsibilities

- 4.1 Provide site access for the Contractors.
- 4.2 The Grantee shall require all contractors and sub-contractors to read and sign the Assurances document 424B.

ADEQ19-BF1909
SPECIAL TERMS AND CONDITIONS

1. Definitions: The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

- 1.1 “Department” or “ADEQ” means the Arizona Department of Environmental Quality.
- 1.2 “Agreement” or “Contract” means this written document between ADEQ and the Grantee.
- 1.3 “Grantee” means “Gila County Board of Supervisors.”
- 1.4 “Project” or “Program” means the work, or any portion thereof described in this Agreement.
- 1.5 “Shall” means that which is mandatory.
- 1.6 “Subcontract” means any Contract between the Grantee and a third party to provide all or a specified part of the activities which the Grantee has contracted with the Department to provide.
- 1.7 “Contract” means any Agreement, expressed or implied, between the Grantee and another party or between a Grantee and another party delegated or assigned, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract between the Grantee or ADEQ and the Grantee.
- 1.8 “Site” means the property, located at 637 Hwy 177, Hayden, AZ 85135.
- 1.9 “State” means the State of Arizona.

2. Access to Information

Subject to statutory confidentiality requirements of the Grantee and ADEQ, both parties to this Agreement shall have full, complete and equal access to data and information prepared under this Agreement on a no-charge basis.

3. Conflict

In the event of a conflict between the provisions of this Section and those of Section 3.7 of the Uniform Terms and Conditions, Property of the State, the provisions of this Section shall prevail. http://www.azdoa.gov/agencies/spo/docs_and_forms.asp

4. Amount of Agreement

Total funds available for this Contract shall not exceed **\$95,000.00** unless otherwise amended in accordance with Section 10. This funding is an initial amount of sponsorship from ADEQ on behalf of the Grantee for this project.

5. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Arizona.

6. Implied Consent Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

7. Assignment

Neither Party may assign any rights hereunder without the express, written, prior consent of the other Party.

8. Audit of Records

8.1 In accordance with to A.R.S. § 35-214, the Contractor shall retain and shall contractually require each Subcontractors to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

8.2 The Gila County Board of Supervisors is considered the recipient of the Brownfields SRG funds. In the event records of this project are audited by the EPA or its designees, and any costs disallowed by the EPA SRG Guidelines are identified, those costs must be reimbursed directly to ADEQ within 30 days of a written request.

9. Contract Term, Extensions and Amendments

9.1 The initial term of this Agreement shall be from the commencement of signatures by both parties through June 30, 2019. The Agreement may be renegotiated for additional periods, by formal Contract Amendment, subject to the requirements and/or limitations by Federal or State regulations.

9.2 The Agreement may be renegotiated for additional periods, up to a maximum of 48 months. If ADEQ exercises such rights, all Terms and Conditions of the original Contract shall remain in effect and apply during the renewal period.

9.3 This Agreement may be modified only by written Contract Amendment signed by the Director of ADEQ or his designee, and the person duly authorized to act on behalf of the Grantee. Contract Amendments shall be executed with the same formalities as this Agreement. Executed copies of any Amendment shall be provided to both parties.

10. Effective Date

This Agreement shall become effective on the date this Agreement is signed by both parties.

11. Indemnification

To the extent permitted by A.R.S. §§ 35-154 and 41-621, the State of Arizona shall be indemnified and held harmless by the Grantee for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence. This provision shall not apply if the Grantee is an agency of the State of Arizona.

12. Non-Availability of Funds

In accordance with A.R.S. § 35-154, every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

13. Non-Discrimination

In accordance with A.R.S. § 41-1461, contractor shall provide equal employment opportunities for all persons, regardless of race, color, creed, religion, sex, age, national origin, disability or political affiliation. Contractor shall comply with the Americans with Disabilities Act.

14. Notices, Correspondence, Reports and Invoices

14.1 All notices, correspondence and reports from the Grantee shall be sent to:

Arizona Department of Environmental Quality
Waste Programs Division
Attn: Travis Barnum, Brownfields Coordinator
1110 W. Washington Street, 6th floor
Phoenix, AZ 85007
Office: (602) 771-2296
tb6@azdeq.gov

14.2 All correspondence relating to the execution of the Contract, clarification of this Contract, and Contract Amendments shall be sent to:

Arizona Department of Environmental Quality
Patricia Lorenzen
1110 W. Washington Street

Phoenix, AZ 85007
Office: (602) 771-4776
E-mail: Lorenzen.patricia@azdeq.gov

14.3 All notices, correspondence, and reports from the Arizona Department of Environmental Quality shall be sent to:

Attn: Cathy Melvin
Gila County Board of Supervisors
1400 E. Ash Street
Globe, AZ 85501
(928) 402-4401
Email: cmelvin@gilacountyaz.gov

15. Either party to this Agreement may designate a new Project Manager by filing a notice with the other party in accordance with these notice requirements.

16. Applicable Law

In accordance with A.R.S. § 41-2501 and A.A.C. R2-7-101, et seq, Contract shall be governed and interpreted by the laws of the State of Arizona and the Arizona Procurement code.

17. Conflict of Interest

In accordance to A.R.S. § 38-511, either party may within three years after execution cancel the Contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of either party, at any time while the Contract is in effect, becomes an employee or agent or any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the matter of the Contract.

18. Arbitration

In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.

19. Ownership of Information

Title to all documents, reports, data, and other materials prepared by the Grantee in performance of this Agreement shall rest in the ADEQ, except for copyrighted material prepared in advance of this Agreement by the Grantee at the expense of the Grantee. The ADEQ shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement, except for copyrighted material as provided in this Section. The Grantee shall have full and complete rights to reproduce, duplicate, disclose, perform and otherwise use all information prepared under this Agreement

with the provision that all reproduction, duplication, disclosures and literature shall contain acknowledgement to ADEQ.

20. Payment and Reporting

Payment, if applicable, and reporting and invoicing shall be in accordance with the Scope of Work and the Special Terms and Conditions Section 15.

21. Printing Credit

21.1 Promotional materials, such as brochures, advertisements, press releases, videos, signs, maps, technical reports, etc. developed for the project, which are funded with ADEQ monies, shall show credit to ADEQ. Such items shall include the following:

21.2 “Another project partially funded by the Arizona Department of Environmental Quality’s Brownfield Program”,

21.3 The logo format as shown in Exhibit A of this Agreement; and

21.4 All promotional material shall be printed on recycled paper with the statement “Printed on Recycled Paper” printed on the cover sheet.

22. Project Review

22.1 It is the responsibility of ADEQ to review and observe the progress of this Project. Therefore, ADEQ reserves the right to meet with the Grantee or its Subcontractors at reasonable intervals for purposes of review of the work and the progress of the Project.

22.2 ADEQ reserves the right to review and approve any and all forms, questionnaires, brochures, training materials and other special purpose documents developed by the Grantee or its Subcontractors for use in the Project. All documents shall be reviewed within five business days unless otherwise mutually agreed upon.

23. Draft Document Review

The Grantee shall allow ADEQ to review all draft material prior to finalizing the material for printing and distribution, including television and radio commercials, brochures, advertisements, press releases, videos, signs, maps, technical reports and other printed material developed by the Grantee as part of this project.

24. Severability

The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

25. Subcontracts

25.1 The Grantee shall not enter into any contract, subcontract or agreement relating to this Agreement without the prior written approval of ADEQ.

25.2 If approval to contract and/or subcontract is granted, the Grantee shall provide ADEQ with a copy of each contract and/or subcontract or agreement within 30 days of its effective date.

25.3 Contracts and/or Subcontracts shall incorporate all terms and conditions contained herein.

26. Termination

26.1 ADEQ or the Grantee may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to the Grantee or ADEQ, as appropriate. The notice shall specify the effective date of termination.

26.2 In the event the Agreement is terminated, with or without cause, the Grantee shall deliver all finished or unfinished documents, data, and reports prepared as a result of this Agreement to ADEQ.

26.3 If the Agreement is terminated, the Grantee shall be paid for all allowable costs incurred prior to the date of termination, subject to audit verification by ADEQ or its duly authorized representative.

27. Third Party Antitrust Violations

The Grantee assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Grantee, toward fulfillment of this Contract.

28. Brownfields SRG Application

The Grantee's Brownfield SRG application dated **March, 2019** is hereby incorporated into this Agreement by reference.

29. Estimated Usage

Any Contract resulting from this Agreement shall be used on an as needed, if needed basis. ADEQ makes no guarantee as to the amount of work that may be performed under any resulting Contract.

30. Changes

ADEQ reserves the right to add or delete related services and make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the State. All changes shall be documented in advance by Contract Amendment signed by the ADEQ designated authority and the Contractor.

31. Lobbying

The Contractor shall not engage in lobbying activities, as defined in 40 CFR Part 34 and A.R.S. § 41-1231 et. seq., using monies awarded under this contract. Upon award of a contract, Contractor shall disclose all lobbying activities to ADEQ to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to ensure that monies awarded under a contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor must include anti-lobbying provisions in all contracts with Subcontractors.

32. Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its client and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

33. Small, Women/Minority Owned Business Utilization

The Grantee is encouraged to make every effort to utilize Subcontractors that are small, women-owned and/or minority-owned business enterprises. This could include subcontracts for a percentage of the work.

34. Certification of Small Businesses and Disadvantaged Business Enterprises (DBE)

It is highly recommended that small businesses and DBEs get certified as such. EPA reporting, requirements have changed and it is in the best interests of such businesses to become certified as soon as possible, certification is typically free. Several certifying agencies are as follows:

City of Phoenix <https://www.phoenix.gov/eod/programs/sbecertprograms>

City of Tucson <http://cms3.tucsonaz.gov/oeop>

Small Business Administration (SBA) <http://www.sba.gov/content/facts-about-government-grants>

Arizona Department of Transportation (ADOT) <https://adot.dbesystem.com/>

Environmental Protection Agency (EPA) <http://epa.gov/osbp/>

35. Compliance Requirements for A.R.S. S 41-4401—Immigration Laws and E-Verify Requirements

Each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. S 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of this Agreement, subcontractors shall warrant their compliance with all federal immigration laws and

regulations that relate to its employees and A.R.S. S 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of this Agreement subject to penalties up to and including termination of this Agreement. Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

EXHIBIT A - ADEQ19-BF1911
ADEQ LOGO WITH PRINTING CREDIT



EXHIBIT B - ADEQ19-BF1911

EXHIBIT B – ADEQ16-112173 EXAMPLE SAMPLE SIGNAGE TO BE LOCATED AT PROJECT SITE FOR PUBLIC NOTIFICATION

Brownfields Community Notification ADEQ Contract No.: [enter contract number here]

Si usted tiene preguntas, o para información en español sobre este proyecto, por favor llamar al [enter Grantee Contact Information or Contractor Information]

The Arizona Department of Environmental Quality (ADEQ) is providing funding on behalf of [Grantee] through its Brownfields State Response Grant to conduct [identify work to be performed] at [location] and [date] beginning on [date].

[XXXXXXXXXX]

FOR MORE INFORMATION PLEASE CONTACT:

EXHIBIT C - ADEQ19-BF1911

Invoice

Invoice Number: XXXXXX
Invoice Date: 00/00/2018
Invoice Due Date: 00/00/2018

Billing Period: 00/00/2018 to 00/00/2018

Bill To:

ADEQ – Accounts Payable
1110 W. Washington Street
Phoenix, AZ 85007
Attn: Dara Griggs

Payable to:

AccountsPayable@azdeq.gov

cc. Travis Barnum, Brownfields Coordinator
tb6@azdeq.gov

Attn: ADEQ Brownfields Grant Project Manager

Contract Number:

PO Number:

TA Number:

Task Completed: (Include a description of what task was actually completed)

Name	Total
Contractor, Lab or other	\$0000
Contractor, Lab or other	\$0000
Total	\$0000

Please note;

- Include copies of all invoices paid for the project work as referenced above.
- **Partial Invoice or Final Invoice – circle one**

SERVICE AGREEMENT NO. 053119

**Abatement, Demolition and Disposal of Old Hayden Hotel located at
637 Highway 177, Hayden, AZ 85135**

THIS AGREEMENT, made and entered into this _____ day of _____, 2019, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated the County, and Viking Specialty Contracting, of the City of Tempe, 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 Attachment A (Bid No.: DJ19-1074) and shall do so in a good, workmanlike and substantial manner and to the satisfaction of the County under the direction of Gila County Administration or designee.

All work performed by the Contractor shall be completed to local codes and regulation per Gila County and the State of Arizona and consistent with all Gila County guidelines.

Scope of Work: Refer to attached Attachment "A" to **Service Agreement No. 053119** by mention made a binding part of this agreement as set forth herein.

Contractor Fee's: Refer to Attachment "A" to **Service Agreement No. 053119** by mention made a binding part of this agreement as set forth herein. To the extent that the terms and conditions of this Service Agreement conflict with the Terms and Conditions of Attachment "A" to **Service Agreement No. 053119**, the terms and conditions of this service agreement will prevail and govern the contractual relationship between the parties.

Attachment "B" (Exhibit B) example of Site Signage must be posted at the project site for public notification during the project.

A 5% retention will be withheld from the final payment until all required closeout documentation including disposal documents are provided to the owner.

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 to the extent caused by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This

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. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language:

The County of Gila shall be named as additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

4. 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 Street, Globe, AZ, 85501** or email to bhurst@gilacountyaz.gov. 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: As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the e-verify program. If either party uses any subcontractors in performance of the Agreement, Subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and Subcontractors shall further warrant that after hiring an employee, such Subcontractor verifies the employment eligibility of the employee through the e-verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. A party shall not be deemed in material breach if it and its Subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the e-verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and its subcontractors engaged in performance of this Agreement to ensure that the other party and its subcontractors are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

ARTICLE 6 – WARRANTY: Contractor expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which County intends to use the goods or services, Contractor warrants that such goods or services will be fit for such particular purpose. Contractor warrants that goods or services furnished will conform in all respects to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to County, its successors, and assigns. Contractor agrees to replace or correct, at Contractor's sole cost and expense, defects of any goods or services not conforming to the foregoing warranty, or improperly installed, as well as guarantee to the County and to the Owner, against liability, losses or damage to any or all parts of the work arising from said installation during a period of two (2) years from date of completion. All guarantees will inure to the benefit of the County and the Owner, their successors or assigns, including equipment warranties, ordinary wear and tear and unusual abuse or neglect excepted. In the event of failure of Contractor to correct defects in or replace nonconforming goods or services promptly, County, after reasonable notice to Contractor, may make

such corrections or replace such goods and services and charge Contractor for the cost incurred by the County in doing so. Contractor recognizes that County's requirements may require immediate repairs in reworking of defective goods, without notice to the Contractor. In such event, Contractor shall reimburse County for those costs, delays, or other damages which County has incurred.

ARTICLE 7 – 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 8 – 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 9 – 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 10 – 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 11 – 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 12 – 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 13 – 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 14 – TERM: The Contract commences on the date signed by the County Manager and remains in effect through June 15, 2019.

ARTICLE 15 – PAYMENT/BILLING: Contractor shall be paid a not to exceed amount of \$95,000 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. 053119 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY

Tim R. Humphrey, Chairman

Date: _____

Viking Specialty Contracting

Signature

Kayla Fritz

Print Name



OFFICE 480-568-8228
FAX 480-696-3960
DAVID@VIKING-AZ.COM
WWW.VIKING-AZ.COM
ROC 283086 KB-1
ADEQ 18-186323

Bid No.: DJ19-1074

THIS AGREEMENT, entered into on 5/20/2019 by and between Viking Specialty Contracting (Hereafter "Viking") and ATTN:

Town of Hayden

Project Identified as: Hayden Demo
Asbestos and Demo Services:

Project Location: 637 Highway 177
Hayden, AZ 85135

THE PARTIES AGREE TO THE FOLLOWING:

1. Viking agrees to properly remove and dispose:

Scope of Work:

Viking will properly remove and dispose of the following materials as listed below. All materials will be removed utilizing wet methods.

- Viking will remove and dispose of former H-W Hotel as Racm in accordance with ATC survey/spec dated April 24th 2019.
- 10 day NESHAP waived as this is an ordered demolition (per onsite job walk)
- All loads will be burrito wrapped using 1 layer of reinforced 6 mil poly and 1 layer of regular 6 mil poly.
- Debris will be cleaned down the hill no more than 30 yards.
- Viking to provide water and temporary fencing
- Concrete slab is not included in this price (see Alt 1)
- Project to take approximately 4 days.


ADD ALT 1: Remove concrete Slab as non ACM

add \$20,552.00

TOTAL PRICE FOR ASBESTOS SERVICES:

\$82,886.87

Viking has not included third party oversight and clearance air monitoring but will coordinate these efforts prior to removal of containment barriers. Viking will not be responsible for fixing any minor damage to structural substrates, and drywall or painted surfaces. No replacements of any materials removed are included in this proposal.



Price includes: Regulated areas, and or full containment, decontamination unit, personal protective equipment, and the tools necessary to successfully complete the project. The estimated time frame will be determined based on clients scheduling requirements. This job will be performed Monday through Friday during the hours necessary to meet your schedule.

NOTES:

- A. Compliance of All EPA and OSHA Regulations.
 - B. Pure occurrence A Rated Insurance.
 - C. Proper Disposal at EPA Approved Landfill.
 - D. Payment and all retainage are due upon receipt.
 - E. Viking's proposal shall be incorporated in all project contracts.
 - F. Arizona Contractors License ROC283086.
 - G. Add 3-5% for Bonding. (if Required)
 - H. Sufficient Power, Water and Toilet Facilities Provided by owner.
-
- 2. The Owner agrees to pay Viking Specialty Contracting the Contract Sum, based upon applications for payment submitted by Viking Specialty Contracting due upon receipt.
 - 3. Any alterations or deviations from the specified scope of work will need to be in writing and authorized prior to the work being performed.
 - 4. Proposal pricing is good for 60 calendar days, if additional time is required Viking will confer with client to determine current market value.
 - 5. All furnishings must be removed and stored by others prior to Vikings arrival on site.
 - 6. Invoices are due in accordance with contract terms and conditions. Interest shall accrue on past due invoices at 2% per month or no greater than 24% annually on all unpaid invoices.
 - 7. Viking reserves the right to rescind or revise our price if the scope changes or the technical specification becomes more stringent than what was proposed.

Note: Closeout Documents will only be provided upon written request from client within 30 days of project completion.

Sincerely,
David Jensen

David Jensen
Accounts Manager

Accepted by:

Date:

**EXHIBIT B – ADEQ16-112173
EXAMPLE SAMPLE SIGNAGE TO BE LOCATED AT PROJECT SITE
FOR PUBLIC NOTIFICATION**

**Brownfields Community Notification
ADEQ Contract No.: [enter contract number here]**

Si usted tiene preguntas, o para información en español sobre este proyecto, por favor llamar al [enter ADEQ Contract #] o al [enter contractor phone number]

The Arizona Department of Environmental Quality (ADEQ) is providing funding on behalf of [grantee] through its Brownfields State Response Grant to conduct [identify work to be performed] at [identify site address] beginning on [date].

This work will be conducted under the oversight of the ADEQ Voluntary Remediation Program (VRP) and has been assigned ADEQ VRP Site Code: [XXXXXX].

FOR MORE INFORMATION PLEASE CONTACT:			
Local Site Contact	[Name]	[Phone Number]	
ADEQ VRP Contact	[Name]	602-771-XXXX	

EXHIBIT B - ADEQ19-BF1911
ADEQ LOGO WITH PRINTING CREDIT





OFFICE 480-568-8228
FAX 480-696-3960
DAVID@VIKING-AZ.COM
WWW.VIKING-AZ.COM
ROC 283086 KB-1
ADEQ 18-186323

Bid No.: DJ19-1074

THIS AGREEMENT, entered into on 5/20/2019 by and between Viking Specialty Contracting (Hereafter "Viking") and ATTN:

Town of Hayden

Project Identified as: Hayden Demo
Asbestos and Demo Services:

Project Location: 637 Highway 177
Hayden, AZ 85135

THE PARTIES AGREE TO THE FOLLOWING:

1. Viking agrees to properly remove and dispose:

Scope of Work:

Viking will properly remove and dispose of the following materials as listed below. All materials will be removed utilizing wet methods.

- Viking will remove and dispose of former H-W Hotel as Racm in accordance with ATC survey/spec dated April 24th 2019.
- 10 day NESHAP waived as this is an ordered demolition (per onsite job walk)
- All loads will be burrito wrapped using 1 layer of reinforced 6 mil poly and 1 layer of regular 6 mil poly.
- Debris will be cleaned down the hill no more than 30 yards.
- Viking to provide water and temporary fencing
- Concrete slab is not included in this price (see Alt 1)
- Project to take approximately 4 days.


ADD ALT 1: Remove concrete Slab as non ACM

add \$20,552.00

TOTAL PRICE FOR ASBESTOS SERVICES:

\$82,886.87

Viking has not included third party oversight and clearance air monitoring but will coordinate these efforts prior to removal of containment barriers. Viking will not be responsible for fixing any minor damage to structural substrates, and drywall or painted surfaces. No replacements of any materials removed are included in this proposal.



Price includes: Regulated areas, and or full containment, decontamination unit, personal protective equipment, and the tools necessary to successfully complete the project. The estimated time frame will be determined based on clients scheduling requirements. This job will be performed Monday through Friday during the hours necessary to meet your schedule.

NOTES:

- A. Compliance of All EPA and OSHA Regulations.
 - B. Pure occurrence A Rated Insurance.
 - C. Proper Disposal at EPA Approved Landfill.
 - D. Payment and all retainage are due upon receipt.
 - E. Viking's proposal shall be incorporated in all project contracts.
 - F. Arizona Contractors License ROC283086.
 - G. Add 3-5% for Bonding. (if Required)
 - H. Sufficient Power, Water and Toilet Facilities Provided by owner.
-
- 2. The Owner agrees to pay Viking Specialty Contracting the Contract Sum, based upon applications for payment submitted by Viking Specialty Contracting due upon receipt.
 - 3. Any alterations or deviations from the specified scope of work will need to be in writing and authorized prior to the work being performed.
 - 4. Proposal pricing is good for 60 calendar days, if additional time is required Viking with confer with client to determine current market value.
 - 5. All furnishings must be removed and stored by others prior to Vikings arrival on site.
 - 6. Invoices are due in accordance with contract terms and conditions. Interest shall accrue on past due invoices at 2% per month or no greater than 24% annually on all unpaid invoices.
 - 7. Viking reserves the right to rescind or revise our price if the scope changes or the technical specification becomes more stringent than what was proposed.

Note: Closeout Documents will only be provided upon written request from client within 30 days of project completion.

Sincerely,
David Jensen

David Jensen

Accounts Manager

Accepted by:

Date:



Legend

 Parcel Boundary

APN = assessor's parcel number

APN: 101-10-009

Highway 177

Railroad

Trenoz Restaurant
and Flower Shop

Gas Station

Los dos Amigos Cafe

Eddie Tire
(vehicle maintenance shop)

El Charro
Restaurant

Former One Stop
Gas Station



0 Scale in Feet 100



PREPARED BY:
Weston Solutions, Inc.
1340 Treat Blvd, Ste 210
Walnut Creek, CA 94597

PREPARED FOR:
EPA Region 9
Brownfields
Program



FIGURE ES-1
SITE SUMMARY MAP
637 Arizona Highway 177
Targeted Brownfields Assessments
Hayden, Gila County, AZ