

**CITY CLERK  
ORIGINAL**

**C-10540  
12/16/2015**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SPRAY SYSTEMS OF ARIZONA INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this *16* day of *December*, 20*15*, between the City of Glendale, an Arizona municipal corporation (the "City"), and Spray Systems of Arizona Inc., an Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On October 2, 2012, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the ADSPO12-033253 Environmental Abatement Services for Asbestos and Lead ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was October 2, 2012, until the date the contract expires on October 1, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond

October 1, 2017. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until October 1, 2016. The City Manager or designee, however, may renew the term of this Agreement for 1 one-year periods until the Cooperative Purchasing Agreement expires on October 1, 2017. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed ten thousand dollars (\$10,000) annually or twenty thousand dollars (\$20,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Ron Gouger  
6210 W. Myrtle Avenue, Suite #111  
Glendale, Arizona 85301  
623-930-2647  
and

Spray Systems of Arizona Inc.  
c/o Chris Boyles  
2202 W. Medtronic Way, Suite 108  
Tempe, AZ 85281-3313  
480-967-8300

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

"Contractor"

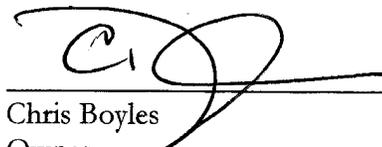
City of Glendale, an Arizona  
municipal corporation

Spray Systems of Arizona Inc.,  
an Arizona Corporation

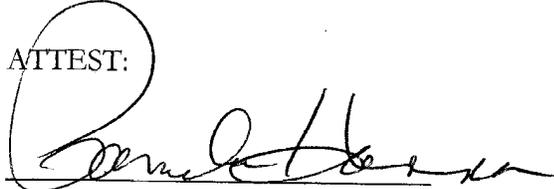
By:

  
Richard A. Bowers  
(Acting) City Manager

By:

  
Name: Chris Boyles  
Title: Owner

ATTEST:

  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
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AND  
SPRAY SYSTEMS OF ARIZONA INC.**

**EXHIBIT A**

ADSP012-033253 Environmental Abatement Services for Asbestos and Lead



**Master Blanket Purchase Order ADSP012-033253**

**Header Information**

<b>Purchase Order Number:</b>	ADSP012-033253	<b>Release Number:</b>	0	<b>Short Description:</b>	Statewide Environmental Abatement Services for Asbestos and Lead
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Brian Ball	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2013	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State of Arizona	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSP0 - State Procurement Office	<b>Entered Date:</b>	10/02/2012 09:01:16 AM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Print Dest Detail:</b>	If Different	<b>Release Type:</b>	Direct Release	<b>Pcard Enabled:</b>	Yes
<b>Catalog ID:</b>		<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Contact Instructions:</b>	brian.ball@azdoa.gov				

**Master Blanket/Contract End Date (Maximum):** 10/01/2017 02:33:00 PM

**Project No.:**  
**Building Code:**  
**Cost Code:**  
**Special Purchase Types:**  
**PIJ NUMBER:**  
**Coop Spend To Date:**  
**Commodity Reference Id:**  
**PO External Doc Type:**

**Agency Attachments:**

PO Terms & Conditions - OLD Solicitation Folder ADSP012-00001640~2.zip Spray Systems Offer.zip Contract ADSP012-033253 Spray Systems Statewide Environmental Abatement Services for Asbestos and Lead.pdf Change Order 01 Summary ADSP012-033253 7.29.13~1.doc Change Order 02 Summary ADSP012-033253.doc Change Order 03 Summary ADSP012-033253.pdf Spray Systems of Arizona COI - Expires 7.1.15.pdf Change Order 04 Summary ADSP012-033253 7.29.14.pdf Change Order 5 Summary ADSP012-033253 8.6.15.pdf COI ADSP012-033253 7.1.16.pdf

**Vendor Attachments:**

**Agency Attachment Forms:**

**Vendor Attachment Forms:**

**Primary Vendor Information & PO Terms**

**Vendor:**



9000004086 - SPRAY SYSTEMS OF ARIZONA INC  
 Mikaela Carney  
 2202 W. Medtronic Way  
 Suite 108  
 Tempe, AZ 85281-3313  
 US  
 Email: mcarney@spray-eri.com

**Payment Terms:** Net 30  
**Shipping Terms:**

**Shipping Method:**  
**Freight Terms:**

**PO Acknowledgements:**

Document	Notifications	Acknowledged Date/Time
Alt. Reference: Z0001 Order	Emailed to dcowan@spray-eri.com at 10/10/2012 02:41:44 PM	10/10/2012 02:45:27 PM
Change Order 1	Emailed to mcarney@spray-eri.com at 07/29/2013 05:43:10 PM	
Change Order 2	Emailed to mcarney@spray-eri.com at 09/06/2013 12:05:19 AM	
Change Order 3	Emailed to mcarney@spray-eri.com at 10/29/2013 04:20:51 PM	01/17/2014 01:53:50 PM
Change Order 4	Emailed to mcarney@spray-eri.com at 07/31/2014 10:32:22 AM	09/10/2014 01:33:30 PM
Change Order 5	Emailed to mcarney@spray-eri.com at 08/13/2015 11:13:11 AM	
Change Order 6	Emailed to mcarney@spray-eri.com at 09/03/2015 05:40:34 PM	

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>9000004086</u>	PZ9000004086	SPRAY SYSTEMS OF ARIZONA INC	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 10/02/2012 **Master Blanket/Contract End Date:** 10/01/2016  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$412,688.12	\$0.00

**Item Information**



## Contract Change Order Summary

Contract No.: ADSPO12-033253

Change Order No.: 5

Date: August 5, 2015

Arizona Department of  
Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

### Statewide Environmental Abatement Services for Asbestos and Lead

#### SPRAY SYSTEMS OF ARIZONA INC

The above mentioned contract is hereby amended as follows:

- a. In accordance with Special Terms and Conditions paragraph 2.6, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 10/1/2016.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

**ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.



# Scope of Work

State of Arizona  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

Description: **Statewide Environmental Abatement Services for Asbestos and Lead**

## 1. INTRODUCTION

The State of Arizona (The State) is seeking qualified environmental abatement firms to provide asbestos and lead abatement services. Asbestos and/or lead removal and demolition requires sophisticated procedures including isolation of building HVAC system; evacuation of the space; and stringent containment, decontamination, and disposal of the asbestos/lead containing waste material. Contractors shall have the ability to provide for the removal, management, and disposal of asbestos and/or lead material at various sites throughout the state. The Contractor may need to assist the Using Agency in meetings and negotiations with regulators, property owners, potential responsible parties, and other interested parties, including the general public. The Contractor shall provide the following professional services in accordance with the provisions and requirements stated in this document.

**This Scope of Work includes the abatement of asbestos and/or lead containing material and does not include construction other than that needed in repairing and re-establishment of work area to original condition prior to abatement activities.**

## 2. REGULATORY REQUIREMENTS

- 2.1 The Contractor shall comply with the requirements of all applicable Federal, State, County, or Local rules and regulations and any revisions which govern the services required under this contract. Applicable regulations include but are not limited to the following:
- National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR Part 61, Subpart M
  - Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763, Subpart E
  - Occupational Safety and Health Administration (OSHA) 29 CFR Parts 1910, 1919 and 1926
  - Housing and Urban Development (HUD) 24 CFR, Parts 5, 35, 58, 200
  - Environmental Protection Agency (EPA) 40 CFR Part 261, 402-404, 745
  - Maricopa County NESHAP: Rule 370, Section 301.8
  - Arizona Hazardous Waste Management: 49 ARS 922
  - Local Landfill Requirements
  - All other applicable Federal, State, County and Local rules and regulations
- 2.2 The Contractor shall retain all current copies of the regulations stated above on each site when work is being accomplished.
- 2.3 If required by regulations, the Asbestos Abatement Contractor shall provide the appropriate County, State, and/or Federal NESHAP coordinator and the Using Agency, if requested, with the necessary written 10 day notification prior to implementation of asbestos removal.
- 2.4 The Abatement Contractor shall meet with the Using Agency's designated representative(s) and the Asbestos/Lead Consultant to review the schedule of work and specify special needs. At that time, the Abatement Contractor shall identify a project supervisor who shall be on-site for the duration of the project with authority to act as the Abatement Contractor's authorized representative. All individuals performing work under this contract shall possess a current certification as:
- AHERA Contractor/Supervisor for asbestos abatement or
  - EPA Lead Supervisor for lead abatement
  - AHERA Worker Certification for all asbestos abatement workers/laborers
  - EPA Lead Worker Certification for all lead abatement workers/laborers
- 2.5 The Abatement Contractor shall retain all current certifications of all required training on site when work is being performed under this contract.
- 2.6 The Abatement Contractor shall have a copy of their written hazard communication (to include copies of material safety data sheets), safety program, and respiratory protection programs, and any other applicable written programs required by OSHA on site when work is being performed.
- 2.7 The Abatement Contractor shall ensure that medical examinations required under asbestos regulations are current for all employees involved in each project.



## Scope of Work

State of Arizona  
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### 3. PROJECT MANAGEMENT

- 3.1 The Abatement Contractor shall provide services in support of abatement activities at various Using Agency's facilities which may pose a liability to the State of Arizona. These services shall include, but are not necessarily limited to initial response and abatement actions to minimize the threat to public health, safety, and the environment of the facilities or properties to prevent further contamination. When the Abatement Contractor is being retained to perform work under the project management of an Asbestos or Lead Consultant, the Consultant will be the primary contact for the project.
- 3.2 The Abatement Contractor shall provide any or all of the contract services as stipulated by the task assignments issued by the Using Agency for the specific project. Such services shall be provided in a manner specified or approved by the State of Arizona to the satisfaction of the Using Agency. The contractors shall supply the personnel, materials, and equipment required in performance of the services required under this contract.

### 4. ABATEMENT PROJECT REQUEST

- 4.1 At the request of the Using Agency and prior to submitting a Task Assignment Proposal for performing the work, it shall be the Contractor's responsibility to visit the project site, to adequately determine the following:
- 4.1.1 the physical conditions of the site, availability of water and utilities, accessibility, storage and handling of equipment and materials, and any other factors that may affect the performance of abatement activities.
  - 4.1.2 the location, character, and quantities of asbestos / lead containing materials (ACM/LCM), as well as the location, character, and quantities of other surface and subsurface materials or obstacles that will be encountered. This information shall be determined by visual and physical observations of the site and shall include exploratory work performed by the Using Agency or the Consultant as well as information obtained in the performance of this Scope of Work.
- 4.2 The Using Agency requesting abatement services shall provide to the Abatement Contractor a Project Scope of Work containing specific information pertaining to the project, including but not necessarily limited to the following:
- 4.2.1 Location of the site (e.g. physical address, mile marker) where abatement services are requested. The Using Agency shall include a specific description of the site (e.g., boiler room, steam pipe tunnel, residential structure, commercial building, etc.).
  - 4.2.2 Drawing(s) of the area to be abated and/or a map(s) stating the location of the building(s) to be abated.
  - 4.2.3 Copy(s) of survey report(s) including all lab test results identifying the ACM/LCM and the condition of the condition of the materials, the type and quantity of asbestos present.
  - 4.2.4 Purpose for the project: emergency removal/ cleanup, repair or maintenance.
  - 4.2.5 Job specific requirements for cleaning and removal (e.g. furnishings, carpet, electrical fixtures, and non-movable objects).
  - 4.2.6 Known hazards associated with the project such as hot/cold pipes, surfaces, confined space entry, chemical, electrical, and physical hazards that may be present.
  - 4.2.7 Requirements for replacement materials.
  - 4.2.8 Availability of water, power, drains, and space for setting up work stations, supplies and waste trailers.
  - 4.2.9 Identification of the Using Agency's designated representative(s).
  - 4.2.10 Time schedule requirements for the project.
  - 4.2.11 Walk-through conference with the Abatement Contractor prior to implementation of the project.
  - 4.2.12 The Using Agency may provide utilities for the Abatement Contractor's use.
- 4.3 The Contractor shall also consider any specific requirements or work procedures developed by the Consultant and the required steps necessary to comply with those requirements. Any failure by the Abatement Contractor to acquaint himself with available information does not relieve the Abatement Contractor from the responsibility of properly estimating the cost and degree of difficulty of successfully performing the abatement work. Information regarding material type, location, or quantity that is made available by the State or its Consultant(s) is informational only. Neither the State nor its Consultant(s) is responsible for any conclusions or interpretations made by the Abatement Contractor based on this information.



## Scope of Work

State of Arizona  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

Description: **Statewide Environmental Abatement Services for Asbestos and Lead**

### 5. ABATEMENT PROJECT

- 5.1 The Abatement Contractor shall report directly to the Using Agency Project Manager, Project Coordinator, or the Asbestos/Lead Consultant as directed by the Using Agency.
- 5.2 The Abatement Contractor shall furnish a written estimate based upon the firm, fixed prices stated in this contract for each Project Scope of Work. Once the estimate has been finalized, the total guaranteed not-to-exceed, firm, fixed price shall govern the overall project and the Using Agency shall not be obligated to honor any additional estimates or amendments to the project without a fully executed change order to the Scope of Work.
- 5.3 The Abatement Contractor shall be required to complete all work within the stipulated time frame as outlined by the estimate.
- 5.4 The Using Agency Representative shall have full and final authority for, but not limited to the following:
- Determination of project completion.
  - Review and approval of work schedules.
  - Approval of clean-up procedures.
  - Approval of the use of certain equipment, personnel, materials, services, and/or procedures.
  - Establishment of proper safety protocol.
  - Stop work orders for conditions concerning personnel safety, environmentally unsafe activities, procedures, or unnecessary work.
- 5.5 For projects without Asbestos/Lead Consultant oversight, the completion of project field work shall be upon removal and disposal of all ACM/LCM, substances, and related abatement project materials and equipment, subject to approval by the Using Agency Project Manager.
- 5.6 The completion date of asbestos abatement projects shall not exceed the dates specified in the NESHAP notification.
- 5.7 Copies of any revisions to the NESHAP notification for asbestos abatements including an explanation shall be forwarded to the Using Agency Representative.
- 5.8 The scheduling of a project shall be at the convenience of the Using Agency.
- 5.9 The Abatement Contractor shall keep a complete record of all labor, equipment, materials, and outside services expended in the performance of a project under the contract, and shall include such record with the final invoice for services. These closeout documents shall include a final report including a description of the Scope of Work, waste manifests, supervisor logs, containment logs, sign-in logs, and personal air monitoring results, safety meeting records, and personnel certifications and medical monitoring approval.
- 5.10 When an Asbestos Consultant has been retained for the project, the Abatement Contractor shall forward the close out documents to the Asbestos Consultant.
- 5.11 Health and Safety Program
- 5.11.1 The Contractor shall, as required by Task Assignment on an as-needed if-needed basis, prepare and implement site-specific health and safety plans for all phases of the work activity for its employees, subcontractors or subcontractors' employees as required.
- 5.11.2 The Contractor shall have an existing health and safety program which shall comply with OSHA (reference 29 CFR 1910.120 and/or 29 CFR 1926.1101 as applicable) and EPA standards (per CERCLA and/or RCRA) and shall include, but not be limited to the following:
- 5.11.3 OSHA/Safety Training
- All technical staff performing field duties (including subcontractor field personnel) in areas of potential contamination shall be in compliance with the Occupational Safety and Health Administration (OSHA). OSHA specifications for this training are covered in Title 29 of the Code of Federal Regulations, Part 1910 (29 CFR 1910) as amended or in a successor reference.



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### 6. WORK AREA PREPARATION

- 6.1 The Abatement Contractor shall establish regulated areas in accordance with all applicable Federal, State, County and Local regulations.
- 6.2 The Contractor shall post warning signs at each entrance to the work area. These signs shall inform of the dangers of exposure to asbestos and/or lead, and shall meet sign requirements as specified:
  - Asbestos: 29 CFR 1926.1101(k)
  - Lead: 29 CFR 1926.62(m)(2)(i)
- 6.2 When the Abatement Contractor has taken out equipment to be saved (detachable electrical, heating, ventilation equipment, and other items located on or around the ACM/LCM), the Abatement Contractor shall clean, handle, and store these items in an undamaged condition. The Using Agency shall provide any special instructions for reinstalling all such items.
- 6.3 When removing detachable items prior to removal of ACM/LCM from buildings, all such items shall be thoroughly cleaned by wet wiping or hepa filter vacuum. These items shall be stored in such a manner so as to prevent damage.
- 6.4 The Abatement Contractor shall have a sufficient number of "inspection viewing windows" on all abatement projects requiring enclosures.
- 6.5 The Asbestos Abatement Contractor shall provide monitoring to ensure that negative air pressure is maintained inside the enclosure when it is used. A minimum of -0.02 column inches of water pressure differential, relative to the outside pressure, shall be maintained within the negative pressure enclosure as evidenced by manometric measurements.

### 7. MATERIALS, EQUIPMENT AND EMPLOYEES

- 7.1 The Abatement Contractor shall supply all labor, supervision, installed and consumable materials, equipment, services, testing devices, warehousing, tools, and all items necessary for the abatement of asbestos containing or contaminated materials and restoration of work areas as required by this contract.
- 7.2 The Abatement Contractor shall use competent professionals in performance of all work under this contract. This includes but is not limited to all work done by subcontractors, superintendents, foremen, skilled and unskilled employees employed by the Abatement Contractor.
- 7.3 Other Abatement Contractor personnel and subcontractor personnel not employed for asbestos abatement and working in an adjacent area, shall be informed of the locations and presence of ACM/LCM as set forth by Federal and State OSHA regulations.
- 7.4 Both the Using Agency and Asbestos/Lead Consultant has the authority to stop abatement activities at any time upon the determination that conditions are not within project specifications, applicable regulations, or unsafe conditions exist. The decision to stop work is solely at the discretion of the Using Agency or the Asbestos/Lead Consultant. Abatement work that has been ordered stopped shall not continue until the conditions have been corrected to the satisfaction of the Using Agency. Standby time occurring during such a stop work condition shall be at the Abatement Contractor's expense.

### 8. AIR MONITORING

- 8.1 Personal air monitoring of employees inside regulated areas shall be required in accordance with applicable regulations.
- 8.2 The Asbestos Contractor shall comply with the following monitoring requirements:
  - 8.2.1 Area monitoring as may be needed to control the site in and/or adjacent to the points of entry, and exits from the regulated area, and in the vicinity of the negative air from the time it is established, and until final clearance is demonstrated.
  - 8.2.2 Final clearance for abatement projects shall show fiber concentrations equal to or less than the AHERA clearance concentration of 0.01 f/cc (by PCM) or 70 str/mm<sup>2</sup> (by TEM).



## Scope of Work

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8.2.3 The Asbestos Consultant shall be responsible for final air clearance when said services have been retained by the Using Agency. Should the clearance air monitoring need to be repeated due to a failure to meet AHERA air clearance criteria, all associated costs, including the cost of additional Asbestos Consultant fees shall be at the expense of the Abatement Contractor.

8.3 Final clearance for lead abatement shall be by wipe/soil methods as applicable. Clearance criteria shall be according to HUD Guidelines 1997 and analyzed by Flame Atomic Absorption Spectrometry.

8.4 Records of the air monitoring and the results shall be available on-site, as soon as they are finalized.

8.5 A Project close-out report of all air monitoring data shall be submitted to the Using Agency representative or the Consultant at the end of the project. The Abatement Contractor shall furnish all air monitoring results (written) along with copies of all manifests, permits, etc. within one (1) month of the completion of the project. Final payment for Abatement services shall be contingent upon receipt and acceptance of the Project close-out report.

### 9. RE-ESTABLISHMENT AND REPAIR OF EXISTING SURFACES AND WORK AREA

9.1 As determined by the nature of each project, existing areas that require repair must be identified prior to the implementation of the project. Areas that require repair due to asbestos/lead removal must be identified, and the Using Agency notified in writing as to the extent of the repairs required.

9.2 Re-establishment of the work area shall only occur following the completion of all cleanup procedures and after clearance air monitoring has been performed and documented to the satisfaction of the Using Agency Project Manager and/or Consultant.

9.3 The Contractor shall, as necessary, re-install all non-stationary items that were temporarily removed during the abatement process, and shall ensure that all such items are in the same condition as when they were removed.

9.4 The Contractor shall, as necessary, re-establish to proper working order all mechanical, heating, ventilation, and air conditioning, lighting, and electrical systems that were shut down during the abatement process.

9.5 The Contractor shall repair to original condition all areas damaged as a result of his activities or the activities of his employees. Remove all glue, tape residues, and any trash resulting from abatement.

9.6 The Asbestos Abatement Contractor shall apply encapsulants to surfaces where regulated asbestos containing material (RACM) was removed.

### 10. COMPLETION OF PROJECT

10.1 The Abatement Contractor shall be responsible for all site inspections, estimations of quantity of work, and recognition of unusual or special situations, which may affect a timely and scheduled completion of the work.

10.2 The Using Agency's representatives shall have access to the work site, materials, records, or any other relevant data. The Abatement Contractor shall provide proper facilities for such access and inspection.

10.3 After the Abatement Contractor has cleaned the abated area and before final clearance testing is performed, the Consultant in conjunction with the Abatement Contractor shall inspect the area. During this inspection, areas that need further cleaning/refinement shall be identified. Any additional work must be performed prior to the final clearance testing.

10.4 The Asbestos Abatement Contractor shall ensure the negative air system remains in continuous operation until results of air clearance tests prove that the airborne fiber level is below 0.01 f/cc or predetermined clearance air level.

10.5 Application of new surface treatment, if required shall be specified by the Using Agency and shall be done in accordance with the standards specified. If required by the Using Agency, reinstallation of all fixtures and restoration of electrical power to all electrical fixtures is the responsibility of the Abatement Contractor.

10.6 The Abatement Contractor shall conduct an inspection to ascertain that all work, including containment tear down, has been accomplished pursuant to the project. The final inspection shall include the Asbestos/Lead Consultant and the authorized Using Agency representative, as well as other required representatives.

10.7 All regulated waste must be disposed of in an approved waste disposal site in accordance to all applicable regulations.



# Special Terms and Conditions

State of Arizona  
State Procurement Office  
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Phoenix, AZ 85007

Description: **Statewide Environmental Abatement Services for Asbestos and Lead**

## 1. DEFINITIONS.

ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Actual Cost" means the total value of all items and their extended quantities.

"Alternate Id / Alternate ID" is an optional field and means any additional data in order to link a solicitation or project to a related project, activity or program.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached. Attachments as defined in the Uniform Instructions may include Solicitation Attachments, and/or as defined in the Uniform Terms and Conditions may include Contract Attachments.

"Buyer" means procurement officer.

"Catalog ID" is an optional data field and means an identification number to signify a group of related contracts.

"Contact Instructions" means the contact information for the procurement officer.

"Control Code" is an optional field and means an identification characteristic of the contract.

"Days ARO" means the number of days 'After Receipt of Order' in which the customer will receive the ordered materials and/or services.

"Department" means the customer for whom the solicitation or contract was conducted for.

"Discount %" is an optional field and means the standard discount applied to all items.

"Entered Date" means the date that the contract was awarded, not necessarily the date the contract starts, e.g., Master Blanket/Contract Begin Date.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated. In the event of contract(s) resulting from the solicitation, the Fiscal Year shall remain unchanged.

"Freight Terms" means how freight will be charged under the contract.

"Header Information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing solicitation or contract information other than the line items.

"Item information" means the section of the solicitation or contract, as displayed in ProcureAZ, containing the solicitation or contract line items.

"Location" means the specific customer, within the department, for whom the solicitation or contract was done.

"Master Blanket/Contract Begin Date" means the date that the contract starts.

"Master Blanket/Contract End Date" means the date that the contract ends.

"Master Blanket/Contract End Date (Maximum)" means the date that the contract may be extended through if all allowable term extensions are exercised.

"Master Blanket/Contract Vendor Distributor List" means the list of companies authorized to distribute the materials and/or services on behalf of the Contractor under the contract.



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“Master Blanket Purchase Order” means the contract, indicating that the contract will be in effect over a stated period of time.

“Minor Status” is an optional data field and means a type of status indicator of the contract in ProcureAZ.

“Organization” means the state agency under whose authority the solicitation or contract was conducted.

“Payment Terms” means the period of time that payment is due after receipt of an accurate invoice.

“Pcard Enabled” is an optional data field and means that customers are allowed to use their purchasing card (P-Card or Pcard) to order from the contract within the ProcureAZ system.

“PO Acknowledgement” means the list the notifications to the Contractor and their acknowledgements of these notices.

“PO Type” means the period of time that the contract is in place, either a one-time transaction, Open Market, or for a stated period of time, Blanket.

“Print Dest Detail” is an optional data field and means a print format applicable to orders under the contract.

“Print Format” means the format of the solicitation or contract print output.

“Project No.” is an optional field and means an identification characteristic of the contract.

“Purchase Order” means contract.

“Purchase Order Number” means the contract’s identification number.

“Purchaser” means procurement officer.

“Receipt Method” means the method by which materials and/or services under the contract are received, either by amount spent, Dollar, or by item units, Quantity.

“Release Number” means the order number of each order under the contract. The Master Blanket/Contract will always reflect a zero “0” release number.

“Release Type” means the process that orders under the contract are subject to within ProcureAZ, requiring approval on an order-by-order basis, e.g., Standard Releases or not requiring approval, e.g., Direct Release.

“Retainage %” is an optional field and means the amount of the contract’s value that is retained.

“Shipping Method” means the method of shipping to be used under the contract.

“Shipping Terms” means the point where the Contractor will ship the materials and/or services to, and if accepted, the point when responsibility and title passes from the Contractor to the State.

“Short Description” means the contract’ title.

“Status” means the availability of the contract within ProcureAZ for ordering, e.g., Sent status.

“Tax Code”, if applicable, means the amount of taxes, expressed as a percentage, to be added to all items purchased under the contract. As items may be subject to differing tax rates, this field may be blank.

“Type Code” means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

“Vendor” means Contractor.



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### 2. CONTRACT.

- 2.1 The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the Contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 2.2 State Contact. The State's primary contact for this solicitation and result contracts shall be:  
Brian D. Ball, Sr. Procurement Specialist  
State of Arizona, State Procurement Office  
100 N 15<sup>th</sup> Ave, Suite 201  
Phoenix, AZ 85007  
Phone: (602) 542-2090  
Fax: (602) 542-5508  
Email: [brian.ball@azdoa.gov](mailto:brian.ball@azdoa.gov)
- 2.3 Contract Document. The State may clarify any Contract following award. This clarification shall not substantially alter the contents of the Contract, but shall only edit and reformat the Contract in a manner that will facilitate ease of use, contract administration, and concurrence of the Parties.
- 2.4 Contract Type. Hourly Rate, Firm Fixed Price. Individual Task Assignments shall be awarded on a specific project basis in accordance with the terms of this Contract.
- 2.5 Term of Contract. The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.
- 2.6 Contract Extension. The initial contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed five (5) years.
- 2.7 Estimated Usage. The Contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
- 2.8 Non-Exclusive Contract. This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.
- 2.9 Eligible Agencies. This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.

### 3. ADMINISTRATIVE FEE / USAGE.

- 3.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at [http://spo.az.gov/Cooperative\\_Procurement/SPC/default.asp](http://spo.az.gov/Cooperative_Procurement/SPC/default.asp). At its option, the State may expand the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.



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- 3.2 Contractors shall submit a Quarterly Usage Report documenting all contract sales. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office's web site at [http://spo.az.gov/Contractor\\_Resources/Admin\\_Fee/default.asp](http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp). Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and all information contained in such report shall not be considered confidential, including any supplemental information contained in the submitted report beyond that which is requested in the Sample Forms located at the State Procurement Office Web Site.
- 3.3 The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:  
Arizona Department of Administration  
State Procurement Office  
Attention: 'Statewide Contract Administrative Fee'  
100 N. 15th Avenue, Suite 201  
Phoenix, AZ 85007.
- 3.4 The submission schedule for Administrative Fees and Usage reports shall be as follows:  
July through September (FY Q1) – Due October 31  
October through December (FY Q2) – Due January 31  
January through March (FY Q3) – Due by April 30  
April through June (FY Q4) – Due by July 31
- 3.5 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 3.6 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.
- 4. **KEY PERSONNEL.**
  - 4.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor agrees and understands that the State's agreement to the Contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Contractor's proposal. Therefore, the Contractor agrees that no substitution of such specified individuals and/or personnel qualifications shall be made without the prior written approval of the State. The State will not unreasonably exercise the rights reserved under this paragraph.
  - 4.2 During the course of the contract, the State reserves the right to require the contractor to reassign or otherwise remove from the project any contractor employees found unacceptable by the State.
  - 4.3 The Contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the State's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State agrees that an approval of a substitution will not be unreasonably withheld.
  - 4.4 The Contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under the Contract. This shall include becoming familiar with the specific characteristics and special requirements of the project area. If the Contractor replaces Key Personnel, it shall not affect their commitment to meet all schedules and deliverables. The Contractor agrees to reveal its staffing levels by function, including resumes, upon request by the State at any time during the performance of this Contract.
  - 4.5 Out-Of-State Personnel. Written approval of the Using Agency shall be obtained by the Contractor prior to importing the services of out-of-State personnel in conjunction with a Task Assignment Statement/Scope of Work for any billable expense other than the hourly rate



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### 5. REMOVAL OF PERSONNEL.

- 5.1 The State reserves the right to require the Contractor to reassign or otherwise remove any Contractor or Subcontractor personnel from providing Task Assignment services. The State will not unreasonably exercise the rights reserved under this paragraph.
- 5.2 The State may require that the Contractor remove from the Contract employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State.
- 5.3 The State shall not be charged for Contractor time needed to bring new Contractor or Subcontractor personnel to the level of knowledge of previous Contractor or Subcontractor personnel. This shall include becoming familiar with the specific characteristics and special requirements of a Task Assignment.

### 6. ARIZONA CONTACT.

The Contractor shall maintain and utilize an Arizona office contact, which facilitates responding to and administering the Contract and any resulting Task Assignment(s). The Contractor shall maintain and provide to the ADOA/Enterprise Procurement Division and Using Agency Project Manager the current names, phone numbers, facsimile numbers, etc. of the critical points of contact for contract administration purposes.

### 7. SUBCONTRACTORS.

- 7.1 The Contractor shall not subcontract for the performance of any portion of this solicitation's Scope of Work without **prior written approval** of the Using Agency.
- 7.2 Subcontracts issued by the Contractor shall incorporate by reference the Terms and Conditions of this Contract and the requirements of the Task Assignment.
- 7.3 Examples of subcontracted services and equipment are laboratory services, equipment rental, transportation and disposal, utility locators, trade professions or other services or equipment as authorized in the Task Assignment. Subcontracted services do not include such things as key personnel, utilities, or supplies.

### 8. TEAMING ARRANGEMENTS.

Teaming arrangements shall not be allowed. The performance of any portion of the contracts Scope of Work by a company other than the Contractor shall be secured through subcontracting.

### 9. LICENSES.

Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor and make them available as required by this contract.

### 10. INVOICING AND PAYMENT.

- 10.1 Contractor shall submit monthly invoices during the performance of the Task Assignment to the appropriate Using Agency personnel as directed by the Task Assignment. Invoices shall be received by the Using Agency no later than the current month for the preceding month's contract performance. In no instance shall the amount(s) being invoiced differ from the price established in the Task Assignment and any subsequent approved written Amendments. Failure to comply with these requirements may result in a partial or total denial of payment.
- 10.2 Payment shall be for the amount of work completed and accepted for the preceding month unless otherwise directed by the Task Assignment. The Using Agency may retain up to 10% of the estimated amount of the project until final acceptance of the Task Assignment.
- 10.3 The Using Agency may have specific requirements concerning the invoice. The specifics may cover any or all of the following:



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- 10.3.1 Support of all hours worked by detailed time sheet which outlines the hours worked each day; all charges billed must be relative to the technical task. If the project entails work by the Contractor at more than one (1) area, the Using Agency may additionally direct the Contractor to report the number of hours worked by area.
- 10.3.2 Receipts for all lodging and subsistence with services provided where the project area is thirty-five (35) or more miles from the location of the Contractor's primary place of business. The Contractor must provide motel and meal receipts with the invoice. Mileage will only be allowed for the thirty-five (35) miles or more identified above.
- 10.3.3 All work associated and approved through a Task Assignment Amendment must be so identified on all invoices.
- 10.3.4 The Contractor shall certify all invoices have been examined, and to the best of the Contractor's knowledge and belief, the reported expenditures are valid, based upon the Contractor's official and auditable accounting records (books of account) and are consistent with the terms of the contract.
- 10.4 Payment(s) shall not be construed to be an acceptance of defective work or improper material.
- 10.5 The Using Agency shall not be obligated to make final payment until the Contractor has delivered to the Using Agency a certificate and release satisfying that the project has been completed and that the work is not subject to any unsatisfied lien or claim as a result of the Contractor, that all rights of lien against the State's property have been satisfied and that the Contractor has paid, or shall pay in full, all outstanding obligations against the work upon receipt of final payment.
- 11. PRICING.**
- 11.1 **Key Personnel.** Hourly rates for Key Personnel Classifications shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, fee, all taxes, profit, overhead, general and administrative expenses, fees and all other related charges. Examples of non-billable administrative costs are preparation of Task Assignment Offers (TAO) or changes, accounting, invoicing, insurance, payroll preparation, office materials, supplies, telephone calls (local and/or long-distance, cell), reusable tools, reusable protective clothing, consumable supplies, petty cash and other costs of doing business. Hourly rates shall be computed in terms of standard rates, overtime, and emergency rates which shall be defined as follows
- 11.1.1 **Standard Hourly Rates** shall mean the hourly rate charged for a forty hour calendar week with shifts to begin at a scheduled time approved by the using agency.
- 11.1.2 **Premium Hourly Rates** shall the hourly rate charged for man-hours that have been pre-approved by the using Agency as billable at Premium Rates, which are worked overnight, weekends or required immediately due to circumstances determined to be totally unforeseeable and not provided for in the signed task assignment.
- 11.2 **Equipment Rental.** The rental rates for all equipment are to be computed at the job site only.
- 11.2.1 Pricing shall not include trip, travel time, delivery time charges, or any other miscellaneous charges pertaining to the rental of equipment.
- 11.2.2 The Using Agency's Representative / Consultant will monitor the use of all labor and equipment. If the using agency's representative determines that equipment is not being utilized, such equipment shall not be paid for while remaining idle.
- 11.3 **Trade Equipment.** Trade equipment items are considered to be indirect costs and are not billable. Examples are:
- 11.3.1 reusable hand and small tools (e.g., screwdrivers, hammers, garden hoses)
- 11.3.2 reusable protective clothing, hard hats, safety boots, safety glasses cameras, digital cameras,
- 11.3.3 computer equipment and software including all costs relating to use of such equipment,
- 11.3.4 communication equipment (i.e., telephone, cell phone, fax),
- 11.3.5 first aid kits, eyewashes, , decontamination equipment, respirators, rope, fire extinguishers, etc. or as determined by the Using Agency.



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## 11.4 Sampling and Analytical Costs.

- 11.4.1 All known costs associated with sampling and analysis shall be included in the Task Assignment Offer to be submitted to the Using Agency.
- 11.4.2 Transportation costs associated with land or air transportation of samples by a third party following initial relinquishing of chain of custody shall be included in the Task Assignment Offer to be submitted to the Using Agency:
- 11.4.3 Miscellaneous Supplies for decontamination of sampling equipment or collection devices and supplies such as tape, labels, rubber gloves, ice, etc. shall be included. Disposal of samples following analysis is also included unless specific reasons are present that require and justify these additional costs.
- 11.4.4 Travel. When requested, in writing, from the Using Agency to perform work that requires overnight accommodations, the Using Agency will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to State employee's travel. The contractor shall itemize all per diem and lodging charges. State rates may be located at [www.gao.az.gov](http://www.gao.az.gov).

## 12. **PRICE INCREASE (AFTER ONE YEAR).**

- 12.1 The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year.
- 12.2 A price increase shall only be considered at the time of a contract extension. The request shall be submitted from 30 to 60 days prior to the anniversary or the contract renewal date and shall be a factor in the extension review process. The request shall be for factors the Contractor was unaware at the time of offer submission. Failure to submit the request within the stated timeframe or failure to supply adequate information with the request may result in the state not considering the request.
- 12.3 The State, at its sole option, shall determine whether the requested price adjustment or an alternate option is in the best interest of the State. Approval shall be in the form of a contract amendment, and shall become effective on the date specified in the amendment.

## 13. **PRICE REDUCTION.** A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

## 14. **APPROPRIATION OF FUNDS.** Every payment obligation of the Agency 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 Agency at the end of the period for which funds are available. No liability shall accrue to the Agency or the State of Arizona in the event this provision is exercised, and neither the Agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

## 15. **PANDEMIC CONTRACTUAL PERFORMANCE.**

- 15.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include: (i) Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce; (ii) Alternative methods to ensure there are products in the supply chain; and (iii) An up to date list of company contacts and organizational chart.
- 15.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights: (i) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms; (ii) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and (iii) Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).



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- 15.3 The State, at any time, may request to see a copy of the written plan from the Contractor. The contractor shall produce the written plan within 72 hours of the request.
16. **ELECTRONIC OR INFORMATION TECHNOLOGY.** Products, services and maintenance shall comply with A.R.S. § 41-3531, which requires conformance with the requirements of Section 508 of the Rehabilitation Act of 1973. Failure to comply shall be considered a breach of the Contract.
17. **FINANCIAL SOUNDNESS.**
- 17.1 The Agency must be notified in writing of any substantial change in the Offeror's financial condition during the term of the Contract. Failure to notify the Agency of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.
- 17.2 The State may request the Contractor and any of the Contractor's Subcontractors to provide a certified Statement of Financial Capability or the company's most current financial Statement which has been audited by their outside auditing firm.
18. **PROTECTION OF FACILITIES AND GROUNDS.**
- 18.1 The contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible using agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the contractor shall repair or replace the damage at no cost to the State or eligible using agency as specified.
- 18.2 Should the contractor fail or refuse to make proper repairs or replacements, the contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment (containers) supplied by the contractor(s) for use by an eligible using agency shall remain the property of the contractor.
19. **BILLING.** All billing notices or invoices shall be sent to the eligible using agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the following information.
- Name and address of the contractor;
  - Both the contract number and contract release/purchase order number;
  - The contractor's federal tax identification number;
  - The contractor's remittance address;
  - A description of the goods or services provided;
  - Quantity and delivery/service timeframe;
  - Itemized (if applicable) and total invoice pricing.
20. **TASK ASSIGNMENTS.**
- 20.1 The Using Agency shall provide an initial Task Assignment Scope of Work in accordance to the requirements of the Scope of Work of this Contract.
- 20.2 Contractor's Task Assignment Offer. In response to the Using Agency's initial Task Assignment Scope of Work, the Contractor shall submit a Task Assignment Offer (TAO) that shall meet the following minimum requirements:
- 20.2.1 Proposed method of approach with any suggested changes to the initial TASOW and recommendations for any approved innovative technologies when applicable. The Contractor shall not be paid for the development of the TAO.
- 20.2.2 A list of all approved key personnel to be assigned to complete the work. The Contractor shall provide the following information for each key personnel and subcontractors, respectively:
- 20.2.3 Specific professional position, level assigned, and health and safety responsibilities for the project (i.e., John Smith, Project Manager, level 4, safety oversight).
- 20.2.4 A list of all approved subcontractors to be utilized. Contractor shall submit adequate documentation supporting the performance ability of proposed subcontractors.
- 20.2.5 Number of hours for each key person, subcontractor(s), consultant(s), etc. The written TAO must also include a detailed,



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itemized breakdown of all labor classifications, equipment and supplies for ALL subcontractors which the Contractor proposes to utilize, as well as the not to exceed COSTS for such.

- 20.2.6 Potential conflicts of interest.
- 20.2.7 Once identified in the Task Assignment Offer, Key Personnel or Subcontractors shall not be removed or replaced without notification and approval of the Using Agency Project Manager or Project Coordinator. If the Contractor replaces Key Personnel or a Subcontractor, it shall not affect their commitment to meet all schedules and deliverables.
- 20.2.8 In addition to the items listed above, the Using Agency may require the following information when appropriate for the specific demands of the project:
- 20.2.8.1 Related or similar project references that demonstrate experience for the work required with points of contact and current phone numbers.
- 20.2.8.2 Brief resume to support minimum requirements/educational background required for that specific professional position and level.
- 20.2.8.3 The Contractor's safety plan for the project The Contractor shall agree and understand that, in addition to the conditions specified in the written TAO, reasonable professional judgment must, at all times, be exercised as criteria for cessation of services for safety reasons.
- 20.2.8.4 A complete schedule of activities to meet compliance with Using Agency's schedule for completion.
- 20.2.8.5 Local conditions, assumptions and/or limitations on the part of the Contractor which may affect the accuracy of the Task Assignment Scope Of Work.
- 20.2.8.6 Anything else that applies to this specific site (i.e., laboratory tests, location of disposal site, etc.);
- 20.2.9 The Contractor shall submit the written Task Assignment Offer to the Using Agency no later than the date specified by the Using Agency and in accordance with all instructions provided by the Using Agency.
- 20.2.10 A current certificate of insurance shall accompany the submission of the Contractor's Task Assignment Offer. The Offer shall not be accepted by the Using Agency if a current certificate of insurance is not submitted.
- 20.3 The Using Agency Project Manager or Project Coordinator shall have the right to review a copy of the proposed subcontractor's and/or consultant's work schedule to ensure compliance with all terms and conditions of the original contract.
- 20.4 If accepted by the Using Agency, the Task Assignment Offer becomes a firm, fixed offer and the bottom-line dollar amount for all labor, equipment, supplies, subcontractor work, mark-up, etc., shall become a not-to-exceed (NTE) ceiling amount. No component of the Task Assignment Offer (labor classification, number of hours, equipment, etc.) or the NTE ceiling can be increased except through a Task Assignment Change Order.
- 20.5 The Contractor shall not begin performance of any billable work, pursuant to this Contract, without first receiving a signed Task Assignment from the Using Agency.
- 20.6 The Contractor shall complete all services specified in the Task Assignment and any subsequent amendments. However, the Contractor shall agree and understand that completion of such services does not in itself constitute project completion. The Using Agency shall determine when each project is complete.
- 20.7 Using Agency may negotiate a Task Assignment with a qualified Contractor for the required services at compensation determined in writing to be fair and reasonable to the State. Task Assignment negotiations shall be directed toward:
- 20.7.1 Providing a clear understanding of the scope of the project and the essential requirements involved in providing the required services;
- 20.7.2 Determining that the Contractor will make available the necessary personnel and facilities to perform the services within the required time; and
- 20.7.3 Agreeing upon compensation that is fair and reasonable, taking into account the estimated value, scope, complexity and nature of the required services.



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- 20.8 Changes in Task Assignments. The State at any time and by a Task Assignment Amendment may make changes to the Task Assignment. The Contractor shall provide the State in writing, detailed cost supportive data if a change in scope will require a change in the project. It is understood and agreed that refinement and detailing may be accomplished from time to time with respect to the Task Assignment Scope of Work. No adjustment in the project pricing or the scheduled completion date shall be made unless such refinement or detailing results in changes in the scope of the project, as determined by the State. The State will review the Contractor's analysis and cost data and advise the Contractor of their findings. The State and the Contractor shall reach agreement on the nature of the subject change and upon the State's direction eliminate the circumstances of the change or negotiate a mutually agreed cost change to be made to the project price. No unauthorized expenditures can be made against the Task Assignment without prior written approval by the Using Agency via the issuance of a Task Assignment Amendment
- 20.9 Liquidated Damages. Certain Task Assignments may require Liquidated Damages. Each Task Assignment with this requirement will specify the Terms and Conditions of the Liquidated Damages upon solicitation or amendment of the Task Assignment.
- 20.10 Notification of Differing Site Conditions. The Contractor shall notify, in writing, (facsimile notification is an acceptable written format) the Using Agency Project Manager or Project Coordinator of differing site conditions or any other changes not anticipated in the Task Award, which may cause a change in cost, completion time or makes significant changes in methodology. If changes result in an increase or decrease in the established pricing, such increase or decrease shall be detailed to such an extent as to allow the Using Agency sufficient information to evaluate the costs involved. Such written notification, to include revised prices, shall be made as soon as possible but no later than five (5) business days from discovery. The Using Agency Project Manager or Project Coordinator, as applicable, may authorize field changes in Task Assignment(s) as long as such changes do not exceed 10% percent of the original Task Assignment award amount. Once the field change has been authorized, the Contractor shall forward all applicable documentation within five (5) business days to the Using Agency Project Manager or Project Coordinator. Such field modification shall be followed by a written Task Assignment Amendment within a reasonable time but before the next invoice period. No request by the Contractor for an equitable adjustment to the Task Assignment for differing site conditions shall be allowed if made after final payment under the Task Assignment.

## 21. INSURANCE -ENVIRONMENTAL SERVICES / CONSULTING / TESTING SERVICES.

### 21.1 INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, 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.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### 21.2 INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, 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 State of Arizona 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, its agents, representatives, employees or subcontractors, and Contractor is free to purchase such 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.



# Special Terms and Conditions

State of Arizona  
State Procurement Office  
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Phoenix, AZ 85007

Description: **Statewide Environmental Abatement Services for Asbestos and Lead**

### 1. Commercial General Liability – Occurrence Form

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

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Damage to Rented Premises	\$ 50,000
• Each Occurrence	\$1,000,000

- a. Coverage must be *identified as specific to the operations* described in the Statement of Services in this Contract.
- b. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”*. Such additional insured shall be covered 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.
- c. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

**NOTE LIMIT:** If the scope of work includes hazardous materials transportation, the automobile liability policy shall include the following endorsements:

CA 99 48 Pollution Liability-broadened coverage for covered autos

MCS-90 (Motor Carrier Act) endorsements. \$5,000,000

- a. The policy shall **provide Automobile Pollution Liability** specific to the transportation of hazardous materials from the project site to the final disposal location, if included in the Scope of Services described in this Contract.
- b. The policy shall be endorsed to include the following additional insured language: *“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”*. Such additional insured shall be covered 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.
- c. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- d. Policy shall contain a severability of interest provision.

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

#### 4. Contractors Pollution Liability

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

- a. Coverage must be *identified as specific to the operations* as described in the Scope of Services in this Contract.
- b. Pollution coverage must apply to all phases of the work described in the Scope of Services in this Contract.
- c. The policy shall include coverage for bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death.
- d. The policy shall include coverage for property damage, and physical damage to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically damaged or destroyed.
- e. The policy shall include defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- f. The policy shall be endorsed to include the following additional insured language: *"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"* Such additional insured shall be covered 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..
- g. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor.

#### 5. Professional Environmental Liability (Errors & Omissions)

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

- a. Contractor warrants that if policy is written on a claims made basis, any retroactive date under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or extended discovery period will be exercised for a period of two (2) years beginning from the time work under this Contract is completed.
- b. The professional liability insurance **must include coverage** for claims of bodily injury or property damage arising out of **pollution for environmental work, asbestos, laboratory analysis and/or the operations of a treatment plant**, if required by the Scope of Services.
- c. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

#### B. ADDITIONAL INSURANCE REQUIREMENTS: The policies are to contain, or be endorsed to contain, the following provisions:

- 1. The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by Arizona Revised Statutes Section 41-621 (C).
- 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

#### C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.



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- D. **ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona 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 State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) 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 State of Arizona 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 the Department. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Contractor may at its discretion furnish as partial coverage for a subcontractor, certificates with lesser limits of liability than the minimum amounts identified above, provided that Contractor also includes said subcontractor as insured under Contractor's insurance for all amounts exceeding such lesser limits of liability.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

## 22. CONTRABAND.

- 22.1 Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.
- 22.2 DEFINITION - A.R.S. § 13-2501: Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)
- 22.3 PROMOTING PRISON CONTRABAND - A.R.S. § 13-2505:
  - 1. A person, not otherwise authorized by law, commits promoting prison contraband:
    - A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
    - B. By knowingly conveying contraband to any person confined in a correctional facility; or
    - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
  - 2. Promoting prison contraband is a Class 5 felony.

- 23. **LOBBYING.** The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State 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 assure that monies awarded under this 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.



# Uniform Terms and Conditions

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Description: **Statewide Environmental Abatement Services for Asbestos and Lead**

## 1. DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "Contractor" means any person who has a Contract with the State.
- 1.5. "Days" means calendar days unless otherwise specified.
- 1.6. "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

## 2. CONTRACT INTERPRETATION

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract 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.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
  - 2.3.1. Special Terms and Conditions;
  - 2.3.2. Uniform Terms and Conditions;
  - 2.3.3. Statement or Scope of Work;
  - 2.3.4. Specifications;
  - 2.3.5. Attachments;
  - 2.3.6. Exhibits;
  - 2.3.7. Documents referenced or included in the Solicitation.



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- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. CONTRACT ADMINISTRATION AND OPERATION

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the 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 a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.



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- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12. 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 clients 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.

## 4. COSTS AND PAYMENTS

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the contractor;
  - 4.5.2. Cancel the Contract; or
  - 4.5.3. Cancel the contract and re-solicit the requirements.



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## 5. CONTRACT CHANGES

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. RISK AND LIABILITY

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
  - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
  - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
  - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - 6.4.2. Force Majeure shall not include the following occurrences:
    - 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
    - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
    - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.



# Uniform Terms and Conditions

State of Arizona  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

Description: **Statewide Environmental Abatement Services for Asbestos and Lead**

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor 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 Contractor, toward fulfillment of this Contract.

## 7. WARRANTIES

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

## 8. STATE'S CONTRACTUAL REMEDIES

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.



# Uniform Terms and Conditions

State of Arizona  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

Description: **Statewide Environmental Abatement Services for Asbestos and Lead**

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

## 9. CONTRACT TERMINATION

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.



# Uniform Terms and Conditions

State of Arizona  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

Description: **Statewide Environmental Abatement Services for Asbestos and Lead**

- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
10. **CONTRACT CLAIMS.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.
11. **ARBITRATION.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
12. **COMMENTS WELCOME.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.



**End of Document**

**State of Arizona  
State Procurement Office**  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

Description: **Statewide Environmental Abatement Services for Asbestos and Lead**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SPRAY SYSTEMS OF ARIZONA INC.**

**EXHIBIT B**  
Award and Rate Sheet



# Offer and Acceptance

State of Arizona  
State Procurement Office  
100 N 15th Ave., Suite 201  
Phoenix, AZ 85007

Description: **Statewide Environmental Abatement Services for Asbestos and Lead**



Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

81-0443330

Phone: 480-967-8300

Fax: 480-894-1966

Spray Systems of Arizona Inc.  
DBA: Spray Systems Environmental

Company Name

2202 W Medtronic Way, Suite 108

Address

Tempe

AZ

85281

City

State

Zip

Signature of Person Authorized to Sign Offer

Chris Boyles

Owner

Printed Name

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2008-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or gross revenues of \$4 million or less.
5. In accordance with A.R.S. §36-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §36-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

## ACCEPTANCE OF OFFER

The offer is hereby accepted. The Contractor is now bound to all the material or services listed by the attached contract and based upon the special or included terms, conditions, scope of work, requirements, specifications, amendments, etc. and the Contractor's offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. [blank]. The Contractor has been called upon to perform any billable work or to provide any material or service under the contract until the contractor receives notice in writing from the State or a document of written notice to proceed.

State of Arizona  
Approved by \_\_\_\_\_

Procurement Office

ADSP012-033253

**PRICE SCHEDULE A1**  
**ASBESTOS ABATEMENT LABOR**  
 SOLICITATION ADSP012-00001640

*\*Direct Experience shall mean experience specific to the Scope of Work of this solicitation.*

POSITION	DESCRIPTION	PRICE PER HOUR	
		Standard Rate	Premium Rate
Support Level I	Support Level I - Clerical, word processing, filing, general administration; entry level; No direct experience required. 1 employee required	\$ 22.00	\$ 25.00
Support Level II	Support Level II - Drafting, project manager's assistant, graphics No direct experience required 1 employee required	\$ 22.00	\$ 25.00
Support Level III	Support Level III - Drafting supervisor, Senior Word Processor No direct experience required 1 employee required	\$ 25.00	\$ 27.00
Field Level I	Field Level I - Worker/laborer, closely supervised 6+ months direct abatement experience; AHERA worker training required Minimum 5 employees required	\$ 32.00	\$ 48.00
Field Level II	Field Level II - Site supervisor: oversees and directs abatement contractor work activities; 2+ years of direct experience AHERA Contractor/Supervisor training required	\$ 34.00	\$ 51.00
Field Level III	Field Level III - Field supervisor or superintendent: oversees and directs multiple abatement contractor projects; 2+ years of direct experience AHERA Contractor/Supervisor training required. None Required	\$ 36.00	\$ 54.00
Professional Level I	Professional Level I - Project manager: management of abatement projects, oversees field services, provides bids; 2+ years of direct experience, AHERA Contractor/Supervisor training required; 1 AHERA-trained employee required	\$ 42.00	\$ 63.00
Professional Level II	Professional Level II - Estimator: provides bids and pricing for abatement jobs; 2+ years of direct experience AHERA Contractor/Supervisor training required 1 Employee Required	\$ 42.00	\$ 42.00
Professional Level III	Professional Level III - Principal 5+ years of direct experience; AHERA Contractor/Supervisor training required 1 Employee Required	\$ 45.00	\$ 45.00

**PRICE SCHEDULE A2  
LEAD ABATEMENT LABOR  
SOLICITATION ADSP012-00001640**

\*Direct Experience shall mean experience specific to the Scope of Work of this solicitation.

POSITION	DESCRIPTION	PRICE PER HOUR	
		Standard Rate	Premium Rate
Support Level I	Support Level I - Clerical, general administration, entry level No direct experience required; 1 employee required	\$ 22.00	\$ 25.00
Support Level II	Support Level II - Drafting, project manager's assistant, graphics No direct experience required; 1 employee required	\$ 22.00	\$ 25.00
Support Level III	Support Level III - Drafting supervisor, Senior Word Processor; No direct experience required; 1 employee required	\$ 25.00	\$ 27.00
Field Level I	Worker/laborer closely supervised. 6+ months abatement experience; EPA Lead worker training required Minimum 5 employees required	\$ 32.00	\$ 48.00
Field Level II	Field Level II - Site supervisor: oversees and directs abatement contractor work activities; 2+ years direct experience; EPA Lead Supervisor training required Minimum 2 EPA-trained employee required	\$ 34.00	\$ 51.00
Field Level III	Field Level III - Field supervisor or superintendent: oversees and directs multiple abatement contractor projects; 2+ years of direct experience EPA Lead Supervisor training required. No Employee requirements	\$ 36.00	\$ 54.00
Professional Level I	Professional Level I - Project manager: management of abatement projects, oversees field services, provides bids 2+ years of direct experience, EPA Lead Supervisor training required; 1 EPA-trained employee required	\$ 42.00	\$ 63.00
Professional Level II	Professional Level II - Estimator: provides bids and pricing for abatement jobs; 2+ years of direct experience, EPA Lead Supervisor training required 1 EPA-trained employee required	\$ 42.00	\$ 42.00
Professional Level III	Professional Level III - Principal 5 years of direct experience; 1 employee required	\$ 45.00	\$ 45.00



**PRICING SCHEDULE A4**  
**ABESTOS ABATEMENT SERVICES**  
SOLICITATION ADSP012-00001640

Services	Price	
	Non-Rush	Rush
Phase Contrast Microscopy (PCM) Air Sample (Includes all cost such as postage, delivery, and courier)	EA \$ 7.00	\$ 21.00
Transmission Electron Microscopy (TEM) Air Sample (Includes all cost such as postage, delivery, and courier)	EA \$ 125.00	\$ 200.00

**PRICING SCHEDULE A5**  
**LEAD ABATEMENT SERVICES**  
SOLICITATION ADSP012-00001640

Services	Price	
	Non-Rush	Rush
Atomic Absorption Spectroscopy (AAS) Paint Chip Analysis (Includes all cost such as postage, delivery, and courier)	EA \$ 75.00	\$ 150.00
Atomic Absorption Spectroscopy (AAS) Soil Analysis (Includes all cost such as postage, delivery, and courier)	EA \$ 100.00	\$ 250.00
Atomic Absorption Spectroscopy (AAS) Air Analysis (Includes all cost such as postage, delivery, and courier)	EA \$ 100.00	\$ 250.00

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SPRAY SYSTEMS OF ARIZONA INC.**

**EXHIBIT C**  
Scope of Work

**PROJECT**

Removal of hazardous waste, i.e. lamps and ballast, for the Facilities Management Division in accordance with the State of Arizona Contract No. ADSP012-033253, remediation services, environmental, including rehabilitation services, hazardous waste and mold remediation.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SPRAY SYSTEMS OF ARIZONA INC.**

**EXHIBIT D**

**METHOD AND AMOUNT OF COMPENSATION**

Method of payment is provided in Section 3 of the agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$10,000 annually or \$20,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Removal of hazardous waste, i.e. lamps and ballast for the Facilities Management Divison