



Agreement Between Contractor and Owner/General Contractor/Owner's Agent
SPRAY SYSTEMS OF ARIZONA, INC.
2202 W. Medtronic Way, Suite 108, Tempe, AZ 85281
P 480-967-8300, F 480-894-1966
Com. & Res. License ROC 244331 & 244330

File: P21-0081 R1

THIS AGREEMENT, entered into on April 30, 2021, by and between Spray Systems of Arizona, Inc. d/b/a/Spray Systems Environmental (Hereafter "Spray Systems") and Attn:

Mr. Henry Meraz
Cochise County Facilities Department
1415 W. Melody Lane, Building C
Bisbee, AZ 85603
P: 520-432-9734
hmeraz@cochise.az.gov

Project is identified as: Bisbee/Douglas International Airport Terminal Building
6940 North Air Terminal Road
Douglas, Arizona 85607

THE PARTIES AGREE AS FOLLOWS:

1. SPRAY SYSTEMS agrees to perform abatement, transportation and disposal of Asbestos Containing Materials (ACM) identified and to the extent described in the Contract Documents as identified in type and by section, or otherwise as noted below:

SCOPE:

1. File NESHAP notification with ADEQ.
2. Prepare pre-submittals including Negative Exposure Assessments (NEA's), Safety Data Sheets (SDS's), worker certifications, insurance certificates, etc.
3. Provide AHERA certified supervisor and crew with current medical surveillance.
4. Install Negative Pressure Enclosure (NPE) with High Efficiency Particulate Air (HEPA) filtration exhausted to the outside, as applicable.
5. Remove and dispose of the following NON-ACM and approximate quantities to access;
 - a. Drywall walls; 11,000 SF
 - b. Lay-in ceiling system; 5,200 SF
 - c. Drywall ceilings; 5,200 SF
 - d. Restroom partition walls; 80 SF
 - e. Toilets / commodes; 11 Each
 - f. Sinks; 7 Each
 - g. Duct; 400 Linear Feet (LF)
 - h. Interior doors; 23 Each
 - i. Vent hood; 1 Each

6. Abate the following types of ACM and approximate quantities:
 - a. Smooth wallboard, 4,200 Square Feet (SF)
 - b. Residual cove base mastic, 210 SF
 - c. Heavily trowel textured wallboard, 122 SF
 - d. Vinyl floor tile, 160 SF
 - e. Ceramic floor tile; 300 SF
 - f. Cement fiberboard shingles, 7,000 SF
 - g. Thermal System Insulation (TSI), 370 SF
 - h. Cement fiberboard flue, 10 SF
 - i. Caulking associated with plaster soffit, 10 SF
7. Prepare post remediation closeout report with waste manifests, OSHA personnel air sampling results, employee credentials, and daily field logs.

BASE BID: \$90,538.50

ADD ALTERNATE (Mechanical Room)

1. Remove and dispose of the following non asbestos containing materials from the mechanical room;
 - a. Duct / air handler
 - b. Steel pipe
 - c. Radiator
 - d. Generator
2. Demolition of the following items in the mechanical room are excluded;
 - a. Plaster walls and ceilings
 - b. Electrical panels, conduit and wire

BID PRICE: \$29,850.00

SPECIFIC CONDITIONS:

1. Proposal is based on one (1) mobilization.
2. Estimated duration of project is 15 working days.
3. Proposal excludes the following;
 - a. Removal of roof penetration mastic
 - b. Removal of exterior door and window sealant
 - c. Removal of exterior caulking at the plaster soffits
 - d. All scope in the lobby
 - e. Non-asbestos MPE demolition
 - f. Board up
 - g. Removal of interior perimeter walls
4. Service water to be provided by owner.
5. SSE will provide "pig tails" to be hooked up to the buildings electrical by others.

6. Proposal is based on the Terracon Asbestos Survey Report dated 4/24/2020.
7. Proposal is based on all building contents, including but not limited to furniture, appliances, plumbing fixtures, and personal belongings being removed prior to SSE mobilization.
8. Proposal is based on OSHA work procedures, if a technical work procedure is provided post-bid that requires more stringent work procedures; additional costs may apply.
9. Third Party Environmental Consultant oversight and/or final visual inspection and air clearance sampling by owner/other.
10. Post remediation close-out to be provided upon payment of no less than ninety (90%) percent.

These prices are based on the following criteria:

- A. Compliance of all OSHA and EPA regulations.**
- B. Per occurrence \$10 million A+ rated insurance.**
- C. Proper disposal at EPA approved landfill.**
- D. Arizona contractor's license # 244331.**
- E. Fed tax ID # 81-0443330.**
- F. Service water and electric to be provided by owner.**
- G. Credit card transactions subject to a 3% fee.**
- H. Arizona Material Tax Included, as applicable.**
- I. Sales Tax excluded, as applicable; General Contractors responsible for Sales Tax unless otherwise stated.**
- J. Add 2.5% for treasury listed bonding.**
- K. Multiple layers of flooring/sheetrock that are unknown at time of bid will be charged at our standard rates for the additional scope.**
- L. Third party air clearance by owner/other.**
- M. Unforeseen substrate conditions are not included in this pricing.**
- N. If chemical solvents are used for removal of floor tile mastic, SSE recommends a minimum of 48 hours or until product dissipates before new flooring can be installed.**
- O. Bid is based on bin placement within 10 yards of abatement location.**
- P. Dry-in / weatherproofing of building is not included in bid. To be provided by owner / other.**
- Q. Bee and pest extermination to be provided by owner/other, if applicable.**
- R. SSE has option to work fifty (50) hours/week.**
- S. This proposal is good for thirty (30) days from above date.**
- T. Changes or additions to Scope of Work will result in a Change Order. Any changes to the scope must be in written form and signed by both the Owner and Spray Systems Environmental. Oral communication does not alter this proposal.**
- U. Owner to provide reasonable access to the site, water, and power. Any delays caused by all parties other than Spray Systems Environmental may result in additional charges. Unforeseen conditions may result in a Change Order.**
- V. Security, temporary fencing and utility abandonment are not included in this proposal unless stated otherwise.**

2. The Owner/General Contractor/Owner's Agent agrees to pay Spray Systems the Contract Sum of See Above, based upon applications for payment submitted by Spray Systems to Owner/General Contractor/Owner's Agent. The Owner/General Contractor/Owner's Agent shall make progress payments payable as follows: Net 30 Days.

3. The Owner/General Contractor/Owner's Agent is a client of Spray Systems / Environmental Response, Inc. (ERI). Owner/General Contractor/Owner's Agent is responsible for payment to Spray Systems / ERI net within 30 Days. A pay when paid or pay if paid policy is not authorized under this agreement.
4. The amounts agreed to for unit prices, if any, are as set forth below. N/A
5. Spray Systems agrees to commence work by or before (See Schedule) to achieve substantial completion of the Work.
6. Owner/General Contractor/Owner's Agent agrees that in the event the quantities listed in the Contract Documents are increased or decreased by more than five percent (5.0%), Spray Systems may seek an equitable adjustment in either the total Contract price or Unit Prices set forth above.
7. Owner/General Contractor/Owner's Agent agrees to provide access to all buildings and other structures, as required to complete the work, throughout the above time period. Execution of this Contract by Owner/General Contractor/Owner's Agent shall constitute authorization by Owner/General Contractor/Owner's Agent to proceed with the work on the date provided above.
8. The Owner/General Contractor/Owner's Agent agrees to hold harmless Spray Systems from any liability should a fire occur after fireproofing or other insulation has been removed.
9. TIME IS OF THE ESSENCE OF THIS AGREEMENT. Each party shall be liable for damages resulting to the other party for failure to perform the work, or for failure to provide access for such performance as provided in this contract.
10. Spray Systems warrants and guarantees that all services provided pursuant to this Contract shall be in conformity with generally accepted standards of the asbestos abatement industry and shall conform to all laws, both federal and state, with respect to such asbestos removal, abatement and disposal. For a period of six months from the date the contract was substantially completed, Spray Systems agrees to make good at its own expense, any defect in its performance which may come to Owner/General Contractor/Owner's Agent attention. Any alleged defect shall be considered in view of the scope of the required performance, as provided in this contract. If Owner/General Contractor/Owner's Agent discovers any alleged defect in performance of the Contract, he shall immediately notify Spray Systems in writing of the defect at the address first provided above. Failure to provide such written notice within the six month period shall be deemed a complete and final waiver of any claim Owner/General Contractor/Owner's Agent may have against Spray Systems arising out of such alleged defective work. Spray Systems will not warrant or guarantee the adhesion of building materials that are to be installed to surfaces that have been abated and treated with encapsulant, surfactant, biocides, or mastic removers. It is the sole responsibility of the Owner/General Contractor/Owner's Agent to ensure that all abated surfaces have been properly prepared for the installation of new building materials after the abatement activity.
11. It is agreed that Spray Systems will not be held liable for any contamination that occurred prior to the inception of this agreement unless caused by the negligence or wrongful acts of Spray Systems or its failure to comply with the terms and conditions of this agreement. Spray Systems shall be liable for and shall provide its own defense for environmental contamination resulting from the release of wastes on-site or off-site to the extent that it results from Spray Systems' negligent or wrongful acts or its failure to comply with the terms and conditions of this agreement. For the purposes of this agreement, the following definitions shall apply: (1) "Spray Systems" shall include its officers, directors, employees, subcontractors, agents and representatives; (2) "Liability" shall include any loss, cost, expense, or judgments based in theories of common law contract, tort, or any statutory liability, state or federal; (3) "Contamination" shall mean any preexisting toxic or hazardous waste or substance, pollutant or contaminant at the site, including, without limitation, any designated as such under the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, (RCRA); (4) "Defense" shall include defending any claim, action or proceeding which may be brought against Spray Systems arising out of or in connection with any environmental contamination, including payment of all reasonable fees and expenses of attorneys

incurred in such defense. Client shall indemnify and hold Spray Systems harmless from and against all claims, losses, costs, expenses, judgments, damages, and liabilities, including reasonable attorney's fees and costs, resulting from any actual or threatened release, discharge, dispersal or escape of, or exposure or threatened exposure of any person or property to, Contamination at the site, except as may arise from Spray System's negligent or wrongful act(s) or its failure to comply with the terms or conditions of the agreement.

12. If, subsequent to final payment, Spray Systems incurs any costs not otherwise excluded to correct defective or non-conforming Work, Owner/General Contractor/Owner's Agent shall promptly reimburse Spray Systems for such costs on the same basis as if such costs had been incurred prior to final payment.

13. Unless otherwise agreed to in writing by the parties to this Agreement, Owner/General Contractor/Owner's Agent shall not be entitled to retain any monies from progress payments as retention on the invoice amounts due. In the event retention is allowed for by the contract, Owner/General Contractor/Owner's Agent agrees to allow Spray Systems to deposit in lieu of retention a like amount in an interest bearing account as established for public works pursuant to A.R.S. §34-221 et seq.

14. Final payment, constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner/General Contractor/Owner's Agent to Spray Systems when the work identified in this Agreement has been fully performed, or 45 days after the last of labor, materials and or equipment have been provided by Spray Systems pursuant to the work, whichever is the earlier.

15. In the event Owner/General Contractor/Owner's Agent makes payment of any payment due under this Agreement more than 30 days after said amount becomes due as noticed on the invoice, or the invoice date, whichever is the later, said unpaid sums shall accrue interest at 1.5% per month until paid in full.

16. If either Owner/General Contractor/Owner's Agent or Spray Systems brings any action or proceeding to enforce, protect, or establish any right or remedy under this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of suit. The rights and obligations of the parties shall be governed by the laws of the State of Arizona.

17. This Contract may be modified or amended only upon written agreement signed by the parties. This Contract represents the entire contract and agreement of the parties, unless such contract is subsequently amended or modified as provided above. This contract may be superseded in its entirety by any subsequent contract, signed by the parties, which expressly provides that all prior contracts and agreements are superseded or voided by the new contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or agents on this _____ day of _____, 20_____.

SPRAY SYSTEMS OF ARIZONA, INC.

Owner/General Contractor/Owner's Agent



Jon Varrelman

4/30/2021

Authorized Signature

Date

Name (Please Print)



ADEQ Contract # 18-186327-1
JOB NAME: COCHISE COUNTY - BDI AIRPORT TERMINAL

30-Apr-21

ASBESTOS ABATEMENT LABOR, EQUIPMENT, & MATERIAL RATE SUMMARY

POSITION	DESCRIPTION	QUANTITY	STANDARD RATE	QUANTITY	PREMIUM RATE	SUBTOTAL	TOTAL
SUPPORT LEVEL I	Support Level I - Clerical, word processing, filing, general administration;	5	\$ 19.80		\$ 23.70	\$ 99.00	\$ 99.00
SUPPORT LEVEL II	Support Level II - Drafting, project manager's assistant, graphics		\$ 21.60		\$ 25.50	\$ -	\$ -
SUPPORT LEVEL III	Support Level III - Drafting supervisor, Senior Word Processor		\$ 24.20		\$ 30.90	\$ -	\$ -
FIELD LEVEL I	Field Level I - Worker/laborer, closely supervised	1440	\$ 28.70		\$ 41.70	\$ 41,328.00	\$ 41,328.00
FIELD LEVEL II	Field Level II - Site supervisor: oversees and directs abatement contractor	120	\$ 39.50		\$ 51.60	\$ 4,740.00	\$ 4,740.00
FIELD LEVEL III	Field Level III - Field supervisor or superintendent: oversees	10	\$ 43.10		\$ 56.10	\$ 431.00	\$ 431.00
PROFESSIONAL LEVEL I	Professional Level I - Project manager: management of abatement projects,	5	\$ 43.10		\$ 43.10	\$ 215.50	\$ 215.50
PROFESSIONAL LEVEL II	Professional Level II - Estimator: provides bids and pricing for abatement jobs;		\$ 43.10		\$ 43.10	\$ -	\$ -
PROFESSIONAL LEVEL III	Professional Level III - Principal 5+ years of direct		\$ 43.10		\$ 43.10	\$ -	\$ -
PER DIEM				1440	\$ 8.00	\$ 11,520.00	\$ 11,520.00

SUBTOTAL (Labor)

\$ 58,333.50

EQUIPMENT NAME	QUANTITY	Price Per Day	QUANTITY	Price Per Week	QUANTITY	Price Per Month	SUBTOTAL	TOTAL
Vehicle		\$70.00	3	\$ 350.00		\$ 1,225.00	\$ 1,050.00	\$ 1,050.00
Trailer		\$45.00	3	\$ 225.00		\$ 787.50	\$ 675.00	\$ 675.00
Manometer		\$25.00	3	\$ 125.00		\$ 437.50	\$ 375.00	\$ 375.00
Floor Buffer		\$45.00		\$ 225.00		\$ 787.50	\$ -	\$ -
Generator (6,000 Kw)		\$100.00	1	\$ 500.00		\$ 1,750.00	\$ 500.00	\$ 500.00
Power Sprayer (Airless)		\$38.00	3	\$ 190.00		\$ 665.00	\$ 570.00	\$ 570.00
Water Filtration Unit		\$18.00	3	\$ 90.00		\$ 315.00	\$ 270.00	\$ 270.00
Half-Mask Respirator		\$16.50	39	\$ 82.50		\$ 288.75	\$ 3,217.50	\$ 3,217.50
Full-Face Respirator		\$18.50		\$ 92.50		\$ 323.75	\$ -	\$ -
PAPR Respirator		\$35.00		\$ 175.00		\$ 612.50	\$ -	\$ -
Hepa Vacuum		\$42.00	6	\$ 210.00		\$ 735.00	\$ 1,260.00	\$ 1,260.00
Negative Air Unit		\$45.00	12	\$ 225.00		\$ 787.50	\$ 2,700.00	\$ 2,700.00
Decontamination Unit		\$48.00	6	\$ 240.00		\$ 840.00	\$ 1,440.00	\$ 1,440.00
Shower		\$37.00	6	\$ 185.00		\$ 647.50	\$ 1,110.00	\$ 1,110.00
Bead Blaster		\$450.00		\$ 2,250.00		\$ 7,875.00	\$ -	\$ -

Water Blaster		\$1,680.00		\$ 8,400.00		\$ 29,400.00	\$ -	\$ -
HEPA filters (EA)					3	\$ 242.00	\$ 726.00	\$ 726.00
PAPR Respirator Cartridges (EA)						\$ 15.00	\$ -	\$ -
Hepa Vacuum Filters (EA)					6	\$ 164.00	\$ 984.00	\$ 984.00

ADDITIONAL EQUIPMENT PRICING

EQUIPMENT NAME	QUANTITY	Price Per Day	QUANTITY	Price Per Week	QUANTITY	Price Per Month	SUBTOTAL	TOTAL
Scaffolding (2' x 8' sections)		\$ 23.00	8	\$ 115.00		\$ 402.50	\$ 920.00	\$ 920.00
20 KW Generator		\$ 250.00		\$ 1,250.00		\$ 4,375.00	\$ -	\$ -
Air Compressor		\$ 165.00		\$ 825.00		\$ 2,887.50	\$ -	\$ -
Cutoff Saw		\$ 95.00		\$ 475.00		\$ 1,662.50	\$ -	\$ -
Personnel Air Monitoring Pump		\$ 35.00	3	\$ 175.00		\$ 612.50	\$ 525.00	\$ 525.00
Skid-Steer		\$ 135.00		\$ 675.00		\$ 2,362.50	\$ -	\$ -
Floor Scraper		\$ 165.00		\$ 825.00		\$ 2,887.50	\$ -	\$ -
Water Wagon		\$ 55.00		\$ 275.00		\$ 962.50	\$ -	\$ -
Scissor Lift - 23 ft.		\$ 135.00		\$ 675.00		\$ 2,362.50	\$ -	\$ -
Boom Lift - 45 ft.	5	\$ 346.00		\$ 1,384.00		\$ 2,887.50	\$ 1,730.00	\$ 1,730.00
Telescoping Forklift		\$ 225.00		\$ 1,125.00		\$ 3,937.50	\$ -	\$ -
Rolloff Container		\$ 22.00	6	\$ 110.00		\$ 385.00	\$ 660.00	\$ 660.00
Rolloff Truck	6	\$ 750.00		\$ 3,750.00		\$ 13,125.00	\$ 4,500.00	\$ 4,500.00
Concrete Floor Grinder		\$ 225.00		\$ 1,125.00		\$ 3,937.50	\$ -	\$ -
MATERIAL NAME					QUANTITY		SUBTOTAL	TOTAL
Poly Sheeting - 6 Mil 20' x 100' (EA)					10	\$ 78.00	\$ 780.00	\$ 780.00
Poly Sheeting - 6 Mil 20' x 100' FLAME RETARDENT (EA)						\$ 124.50	\$ -	\$ -
Printed Asbestos Bags - 200 (EA)					20	\$ 84.00	\$ 1,680.00	\$ 1,680.00
Glove Bags - 44" x 60" (EA)					50	\$ 8.50	\$ 425.00	\$ 425.00
Spray adhesive - 24 oz. can (EA)						\$ 3.75	\$ -	\$ -
Duct tape (EA)					50	\$ 6.35	\$ 317.50	\$ 317.50
Rolloff Liner - 10 Mil 84" x 84" x 384" (EA)					10	\$ 140.00	\$ 1,400.00	\$ 1,400.00
Floor adhesive remover - solvent - (Per Gal)						\$ 23.50	\$ -	\$ -
Fiberlock LBC (Per Gal)						\$ 50.00	\$ -	\$ -
Fiberlock Piranha (Per Gal)						\$ 78.70	\$ -	\$ -
55 Gal Metal OT Recon (EA)						\$ 55.00	\$ -	\$ -
Diamond Grinding Segment (EA)						\$ 110.00	\$ -	\$ -
Asbestos NESHAP Permit					1	Actual Cost		\$ -
Non-Friable Asbestos Disposal (PER TON)						\$ 31.50	\$ -	\$ -
Friable Asbestos Disposal (PER TON)					100	\$ 38.50	\$ 3,850.00	\$ 3,850.00

SUBTOTAL: (Equipmet & Materials)

\$31,665.00

SERVICES		QUANTITY	Non-Rush	QUANTITY	Rush	SUBTOTAL	TOTAL
Phase Contrast Microscopy (PCM) Air Sample	EA	45	\$ 12.00		\$ 28.00	\$ 540.00	\$ 540.00
Transmission Electron Microscopy (TEM) Air Sample	EA		\$ 98.00		\$ 132.00	\$ -	\$ -
SERVICES		QUANTITY	Non-Rush	QUANTITY	Rush	SUBTOTAL	TOTAL
Atomic Absorption Spectroscopy (AAS) Paint Chip Analysis	EA		\$ 65.00		\$ 90.00	\$ -	\$ -
Atomic Absorption Spectroscopy (AAS) Soil Analysis	EA		\$ 65.00		\$ 90.00	\$ -	\$ -
Atomic Absorption Spectroscopy (AAS) Air Analysis	EA		\$ 25.00		\$ 42.00	\$ -	\$ -

SUBTOTAL (Laboratory Costs)

\$ 540.00

GRAND TOTAL

\$ 90,538.50

JOB NAME: COCHISE COUNTY - BDI AIRPORT TERMINAL

Meraz, Henry L

From: Jon Varrelman <jvarrelman@spray-eri.com>
Sent: Friday, April 30, 2021 2:04 PM
To: Meraz, Henry L
Subject: BDI Airport Terminal
Attachments: P21-0085 R1 COCHISE COUNTY - BDI AIRPORT TERMINAL.PDF; P21-0085 R1 COCHISE COUNTY - BDI AIRPORT TERMINAL SS.PDF

CAUTION: EXTERNAL EMAIL*

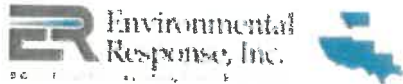
Hi Henry,

Here is the revised proposal for this work. After review, please let us know if you have any questions.

Thank you,

Jon Varrelman
Spray Systems Environmental
2202 W. Medtronic Way #108
Tempe, AZ 85281
Office: (480) 967-8300
Cell: (602) 757-6886
Fax: (480) 894-1966

jvarrelman@spray-eri.com



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