

SERVICES AGREEMENT
THIS WILL AWARD A SERVICE AGREEMENT TO ACR CONTRACTING INC.,
FOR DEMOLITION/ABATEMENT, OF PROPERTIES LOCATED AT 6916 W. WANDA
LYNN & 10033 N 49TH DRIVE

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and ACR Contracting Inc., an Arizona Corporation, ("Consultant") as of the _____ day of _____, 2017 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates one year from the effective date.

3. Consultant's Work.

- 3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Consultant warrants that:
 - a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
 - b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services **will** be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant 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. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$65,000 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
 - b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.
 - 8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:
 - a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
 - c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
 - 8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:
 - a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
 - b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
 - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

- 8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 Waiver of Subrogation. **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).
- 8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

10. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and

- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

12.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

ACR Contracting Inc.
c/o Sara Edrich
12840 E Via DePalmas
Chandler, Arizona 85249

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Stephen Dudley
5850 W. Glendale Ave
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

- 13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any,, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.

13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.

13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a 2 months period. There are no automatic renewals.

15. **Dispute Resolution.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By:
Its: City Manager

ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

ACR Contracting, Inc.
an ' Arizona Corporation

+ Sara Edrich
By: Sara Edrich
Its: office manager

EXHIBIT A
Services Agreement

PROJECT

6919 W. Wanda Lynn Lane
10033 N 49th Drive

EXHIBIT B
Services Agreement

SCOPE OF WORK

See Attachment



Proposal

A-ROC100121 B1-ROC099442 B-ROC099427

12840 E. Via De Palmas • Chandler, Arizona 85249 • Office: (480) 895-6663 • Fax: (480) 895-6664

Proposal Submitted To:

Name: City of Glendale ATTN: Mark Ptashkin

Street: 5850 W. Glendale Ave.

City: Glendale

State: AZ

Zip: 85301

Email: mptashkin@glendaleaz.com

Date: 01/26/17

Phone: 623-930-3137

Fax:

Job name/location: 6916 W. Wanda Lynn Ln., Glendale

We propose to demolish and remove the home at 6916 W. Wanda Lynn Lane, including concrete slab, footings, trash and debris, abandoned vehicle and building additions for \$14,538.

Includes: sales tax, asbestos survey, dust permit, NESHAP, getting a no cost Glendale demolition permit, utility abandonment.

Excludes: asbestos removal if needed.

To remove septic tank, add \$15,900.

To import fill material, add \$3,391.

We hereby propose to furnish all labor and materials in accordance with the above specifications for the sum of:
with payment to be made **Net 30**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon a written change order and will become an extra to this proposal. All agreements contingent upon strikes, accident of delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of ACR Contracting, Inc. All salvage items to become property of ACR Contracting, Inc. unless stated otherwise above. There will be a service charge of 12% per month on invoices over 30 days, and you will be responsible for all legal fees.

Authorized Signature: _____

ACR Contracting, Inc.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as terms dictate.

Date: _____

Accepted by: _____

Title: _____

Print: _____

A DIVISION OF ALLEN ENVIRONMENTAL CONSULTING L.L.C.

March 22, 2017

Mr. Rusty Carter
Red Rock Environmental
5511 West Northwood Drive
Glendale, Arizona 85310



Final Clearance
6916 West Wanda Lynn Lane
Glendale, Arizona

Dear Mr. Carter:

Pursuant to the request of **Red Rock Environmental**, Allen Environmental Services was contracted to conduct a final abatement visual inspection of the abated materials (vinyl sheet flooring and roof mastic) of the address referenced above.

The final abatement visual was performed by Jerry Denton, a licensed AHERA Contractor Supervisor. The abated areas were inspected and did not appear to contain residual dust or debris.

If you have any questions or need further information or assistance, please do not hesitate to give me a call.

Sincerely,
ALLEN ENVIRONMENTAL SERVICES


Jerry A. Denton
Principal



Agreement
Between Contractor and Owner
Red Rock Environmental, LLC
8340 W. Cavalier Dr.
Glendale, AZ 85305
Office: (623) 388-3399 Cell: (480) 848-1789
ROC License # 294839 & 294840

Bid Number: RR 17-034

Job # 17-

THIS AGREEMENT, entered into on **2/28/2017** by and between

Red Rock Environmental, LLC and ATTN:

Client Information	Project Information
Carter Green ACR Contracting 12840 E. Via De Palmas Chandler, AZ 85249 480-895-6663 carter@acraz.com	Project Name: ACR Owner: Suzette Herndon 6916 W. Wanda Lynn Ln. Glendale, AZ 85382 Project Location: 6916 W. Wanda Lynn Ln. Glendale, AZ 85382

THE PARTIES AGREE TO THE FOLLOWING:

1. Red Rock Environmental agrees to provide the following Environmental Contracting Services (Asbestos Removal) per survey provided Allen Environmental Services Dated 2/23/2017

Scope of Work:

Properly remove and dispose of off white vinyl sheeting from kitchen and bathrooms.

Approx- 120 sqft.

Properly remove and dispose of black roof penetrations and parapet wall. Approx- 140 sqft.

Price assumes one mobilization.

Base Price- \$ 2,000.00

Third Party Final Visual Clearance- \$ 300.00

NESHAP Permit Fee- \$ 600.00

Total Price- \$ 2,900 .00

2. Price Includes: Labor, materials, containment preparations, regulated area. HEPA equipped clean room equipment, decontamination units or stations, personal protective equipment, and travel/per diem as applicable to the scope of work. The estimated time frame to complete is 1 days. This job will be performed Monday through Friday during hours necessary to meet your schedule unless prior arrangements have been made. Weekend work may occur extra rates.

These prices are based on the following criteria:

- A. Compliance of all EPA and OSHA regulations.
 - B. Per occurrence A+ rated insurance.
 - C. Proper disposal at an EPA approved landfill.
 - D. Federal Tax ID# 46-4774937
 - E. Water & electricity to be provided by owner
 - F. No Tax.
 - G. Unforeseen substrate conditions are not included in this pricing.
 - H. If chemical solvents are used for removal of floor tile mastic, Red Rock Environmental recommends a minimum of 48 hours or until product dissipates before new flooring can be installed.
 - I. Multiple layers of flooring/sheetrock that are unknown at time of bid will be charged at our standard rates for additional scope.
 - J. Red Rock Environmental does not include any filler or leveling compound on any mastic removal project unless specifically called out in scope of work.
3. The Owner agrees to pay Red Rock Environmental the contract sum, based upon Invoice for payment submitted by Red Rock Environmental due upon receipt.
4. **Payment is due at start of project, or half down and half when completed.**
5. Any alterations or deviations from the specified scope of work will be completed upon written consent from authorized personnel. This proposal shall become part of the contract document and by signing, you agree to all conditions listed within.
6. Bid price is good for 60 calendar days, at which time Owner & Red Rock Environmental can confer with one another on current market price.

Red Rock Environmental appreciates the opportunity to bid on your work. If you have any questions or concerns Regarding content of this proposal please do not hesitate to call.

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

RR 17-034

Submitted by:



Rusty Carter
Phone: 480-848-1789
carter@redrock-environmental.com

Accepted by:

Signature: _____

Print Name: _____

Date: _____



Proposal

A-ROC100121 B1-ROC099442 B-ROC099427

12840 E. Via De Palmas • Chandler, Arizona 85249 • Office: (480) 895-6663 • Fax: (480) 895-6664

Proposal Submitted To:

Name: City of Glendale ATTN: Mark Ptashkin

Street: 5850 W. Glendale Ave.

City: Glendale

State: AZ

Zip: 85301

Email: mptashkin@glendaleaz.com

Date: 01/26/17

Phone: 623-930-3137

Fax:

Job name/location: 6916 W. Wanda Lynn Ln., Glendale

We propose to demolish and remove the home at 6916 W. Wanda Lynn Lane, including concrete slab, footings, trash and debris, abandoned vehicle and building additions for \$14,538.

Includes: sales tax, asbestos survey, dust permit, NESHAP, getting a no cost Glendale demolition permit, utility abandonment.

Excludes: asbestos removal if needed.

To remove septic tank, add \$15,900.

To import fill material, add \$3,391.

We hereby propose to furnish all labor and materials in accordance with the above specifications for the sum of:
with payment to be made Net 30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon a written change order and will become an extra to this proposal. All agreements contingent upon strikes, accident or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of ACR Contracting, Inc. All salvage items to become property of ACR Contracting, Inc. unless stated otherwise above. There will be a service charge of 12% per month on invoices over 30 days, and you will be responsible for all legal fees.

Authorized Signature: _____

ACR Contracting, Inc.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as terms dictate.

Date: 2/17/17

Accepted by: _____

Title: INSPECTION SUPERVISOR

Print: _____

MARK PTASHKIN



Proposal

A-ROC100121 B1-ROC099442 B-ROC099427

Proposal Submitted To:

12840 E. Via De Palmas • Chandler, Arizona 85249 • Office: (480) 895-6663 • Fax: (480) 895-6664

Name: City of Glendale ATTN: Mark Ptashkin

Street: 5850 W. Glendale Ave.

City: Glendale

State: AZ

Zip: 85301

Email: mptashkin@glendaleaz.com

Date: 03/20/17

Phone: 623-930-3137

Fax:

Job name/location: 10033 N. 49th Dr., Glendale

We propose to demolish and remove the house at 10033 North 49th Drive, including concrete slab, footings, drive, walks, trees, trash and to remove and backfill the swimming pool for \$26,305.

For asbestos survey, add \$795.

Includes: getting no cost city demolition permit, county NESHAP and dust permit, sales tax, fill material for pool.

Excludes: asbestos removal if needed, engineered backfill of pool, bonds.

All trees that could cause damage to the block wall by removing the entire tree will be cut off at ground level.

We hereby propose to furnish all labor and materials in accordance with the above specifications for the sum of:

\$27,100.00

with payment to be made

Net 30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon a written change order and will become an extra to this proposal. All agreements contingent upon strikes, accident of delays beyond our control. This proposal is subject to acceptance within **30 days** and is void thereafter at the option of ACR Contracting, Inc. All salvage items to become property of ACR Contracting, Inc. unless stated otherwise above. There will be a service charge of 12% per month on invoices over 30 days, and you will be responsible for all legal fees.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as terms dictate.

Date: _____

Authorized Signature: _____

Title: _____

Print: _____



Viking Specialty Contracting

Phone: 602-686-2886

Fax: 480-696-3960

Jeff@viking-az.com

**Agreement
Between Contractor and Owner
Viking Specialty Contracting
25249 S. 194th Street
Queen Creek, AZ 85142
602-686-2886**

Bid No.: **JB17-152**

THIS AGREEMENT, entered on 4/10/2017 by and between Viking Specialty Contracting (Hereafter "Viking") and ATTN:

**Carter Green
ACR Contracting
12840 E. Via De Palmas
Chandler, AZ 85249**

Project is identified as:

Asbestos Abatement

Project Location:

**Joseph & Crystal Kisicki Residence
10033 N. 49th Dr.
Glendale, AZ 85302**

THE PARTIES AGREE TO THE FOLLOWING:

1. Viking agrees to properly remove & dispose of the asbestos containing materials as noted below – Viking will also fire proof a floor to ceiling column as well:

Scope of Work:

Viking erect negative pressure enclosure in the affected areas. Viking will remove and dispose of all trash/contents from inside the house to access asbestos areas.

Viking will then remove and dispose of the following:

- Approximately 2500 SF of white spray on acoustic ceiling texture
- Approximately 465 SF of tan 12X12 floor tile & black mastic from kitchen, bathrooms, den and side door
- Approximately 160 SF of white duct seam tape from HVAC duct & kitchen vent
- Approximately 20 SF of black roof mastic/roof penetrations

A NESHAP notification will be required for this work. Work will be performed utilizing wet methods and state of the art removal techniques. Viking has included a price for third party clearance air monitoring. Viking will not be responsible for minor damage to drywall or painted surfaces. No replacements of any materials removed are included in this proposal.

Contents and furnishings will need to be removed by others prior to Viking's arrival on site.

Price:	\$18,000
NESHAP:	\$1,700
Clearances:	\$450.00
Total:	\$20,220.00

2. Price includes: Regulated areas, remote decontamination unit and personal protection equipment. The estimated time frame will be determined for the removal process. This job will be performed after hours and weekends, during the hours necessary to meet your schedule.

NOTES:

- A. Compliance of All EPA and OSHA Regulations.
- B. Pure occurrence A Rated Insurance.
- C. Proper Disposal at EPA Approved Landfill.
- D. Arizona Contractors License ROC283086
- E. Power, Water and Toilet Facilities Provided by Owner.

3. The Owner agrees to pay Viking Specialty Contracting the Contract Sum, based upon applications for payment submitted by Viking Specialty Contracting due upon receipt.
4. Any alterations or deviations from the specified scope of work will be completed upon written consent from authorized personnel. This proposal shall become part of the contract document and by signing you agree to all conditions listed within.
5. Bid price is good for 30 calendar days, at which time Owner and Viking can confer with one another on current market price.
6. NESHAP is not included in this price.
7. No replacement of any materials removed are included in this proposal.

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

Sincerely,

Jeff Burns

Jeff Burns

General Manager

Accepted by:

Date



Agreement
Between Contractor and Owner
Red Rock Environmental, LLC
8340 W. Cavalier Dr.
Glendale, AZ 85305
Office: (623) 388-3399 Cell: (480) 848-1789
ROC License # 294839 & 294840

Bid Number: RR 17-164

Job # 17-

THIS AGREEMENT, entered into on **4/9/2017** by and between

Red Rock Environmental, LLC and ATTN:

Client Information	Project Information
Carter Green ACR Contracting 12840 E. Via De Palmas Chandler, AZ 85249 480-895-6663 carter@acraz.com	Project Name: ACR Owner: Joseph & Crystal Kisicki Project Location: 10033 N. 49th Dr. Glendale, AZ 85302

THE PARTIES AGREE TO THE FOLLOWING:

1. Red Rock Environmental agrees to provide the following Environmental Contracting Services (Asbestos Removal) per survey provided Allen Environmental Dated April 6, 2017

Scope of Work:

Remove and dispose of all trash/contents from inside the house to access asbestos areas.

Base Price- \$ 10,00.00

Asbestos:

Properly remove and dispose of white spray on acoustic ceiling texture. Approx- 2500 sqft.

Properly remove and dispose of tan 12x12 floor tile and black mastic from kitchen, bathrooms, Den and side door. Approx- 465 sqft.

Properly remove and dispose of white duct seam tape form hvac duct and kitchen vent.

Approx- 160 sqft.

Properly remove and dispose of black roof mastic/roof penetrations. Approx- 20m sqft.

Base Price- \$ 6,000.00

Price assumes one mobilization.

Base Price Totals- \$ 16,000.00

Third Party Final Visual Clearance- \$ 300.00

NESHAP Permit Fee- \$ 1,770.00

Total Price- \$ 18,070.00

2. Price Includes: Labor, materials, containment preparations, regulated area. HEPA equipped clean room equipment, decontamination units or stations, personal protective equipment, and travel/per diem as applicable to the scope of work. The estimated time frame to complete is 10 days. This job will be performed Monday through Friday during hours necessary to meet your schedule unless prior arrangements have been made. Weekend work may occur extra rates.

These prices are based on the following criteria:

- A. Compliance of all EPA and OSHA regulations.
 - B. Per occurrence A+ rated insurance.
 - C. Proper disposal at an EPA approved landfill.
 - D. Federal Tax ID# 46-4774937
 - E. Water & electricity to be provided by owner
 - F. No Tax.
 - G. Unforeseen substrate conditions are not included in this pricing.
 - H. If chemical solvents are used for removal of floor tile mastic, Red Rock Environmental recommends a minimum of 48 hours or until product dissipates before new flooring can be installed.
 - I. Multiple layers of flooring/sheetrock that are unknown at time of bid will be charged at our standard rates for additional scope.
 - J. Red Rock Environmental does not include any filler or leveling compound on any mastic removal project unless specifically called out in scope of work.
3. The Owner agrees to pay Red Rock Environmental the contract sum, based upon Invoice for payment submitted by Red Rock Environmental due upon receipt.
4. **Payment is due at start of project, or half down and half when completed.**
5. Any alterations or deviations from the specified scope of work will be completed upon written consent from authorized personnel. This proposal shall become part of the contract document and by signing, you agree to all conditions listed within.
6. Bid price is good for 60 calendar days, at which time Owner & Red Rock Environmental can confer with one another on current market price.

Red Rock Environmental appreciates the opportunity to bid on your work. If you have any questions or concerns Regarding content of this proposal please do not hesitate to call.

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

RR 17-164

Submitted by:

Accepted by:



Signature: _____

Rusty Carter
Phone: 480-848-1789

Print Name: _____

carter@redrock-environmental.com

Date: _____



Demolition Bid Proposal

2425 N. Center St.
Mesa, AZ 85201
Office: 480-892-8025
Fax: 480-892-8097
ROC 285712

To: City Of Glendale
Contact: Mark Ptashkin
Address: 5850 West Glendale Avenue
City State: Glendale
Phone: 623-930-2000
Email: Mptashkin@Glendaleaz.com

Date: 3/24/2017
Proposal #: M-31117-NP-D
Job Name: House Demo
Address: 10033 N. 49Th. Drive
City State: Glendale Az
Estimator: **Mark Haight**

Demolition Scope of Work		Quantities
1	Mobilization of all equipment	
2	All Water needed for dust control	
3	Removal of all utilities and capping of.	
4	All permits-Maricopa county dust control	
5	Demo of exsiting house, concrete slab & footings.	
6	Demo of exsiting swimming pool and concrete slabs.	
7	Demo of all landscape bushes and trees	
8	Demo all fencing and footings that is not shared with neighboring home	
9	Removal of all personal belongings that are thru out house and property	
10	Demo of any storage buildings	
11	Supply Neshap report & Neshap Notification permit	
12	Import clean fill & backfill swimming pool hole after demolition	
13		
Total Demolition Scope of Work		\$ 29,950.00

All Areas		
1	Demolition Scope of Work	\$ 29,950.00
2	Contract Options	\$ -
GRAND TOTAL ALL AREAS		\$ 29,950.00

Project Inclusions / Exclusions

Price based on non weekend work consecutive work days, excluding holidays
Price excludes any compaction testing
Price excludes asbestos survey and asbestos removal
Price excludes lay-out
Price excludes utility disconnections
Price excludes shoring and bracing

Date _____

Signature: _____

Signature: _____



Proposal

A-ROC100121 B1-ROC099442 B-ROC099427

12640 E Via De Palmas • Chandler, Arizona 85249 • Office: (480) 895-6663 • Fax: (480) 895-6664

Proposal Submitted To:

Name: City of Glendale ATTN: Mark Ptashkin

Street: 5850 W. Glendale Ave.

City: Glendale

State: AZ

Zip: 85301

Email: mptashkin@glendaleaz.com

Date: 04/11/17

Phone: 623-930-3137

Fax:

Job name/location: 10033 N. 49th Dr., Glendale

We propose to demolish and remove the house at 10033 North 49th Drive, including concrete slab, footings, drive, walks, trees, trash and to remove and backfill the swimming pool for \$26,305. *mp* Initial for Approval

For asbestos survey, add \$795. *mp* Initial for Approval

For asbestos abatement, add \$19,151. *mp* Initial for Approval

Includes: getting no cost city demolition permit, county NESHAP and dust permit, sales tax, fill material for pool.

Excludes: engineered backfill of pool, bonds.

All trees that could cause damage to the block wall by removing the entire tree will be cut off at ground level.

We hereby propose to furnish all labor and materials in accordance with the above specifications for the sum of \$46,351.00 with payment to be made Net 30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any deviation from the above specifications involving extra costs will be executed only upon a written change order and will become an extra to this proposal. All agreements contingent upon strikes, accident or delays beyond our control. This proposal is subject to acceptance within 30 days and is void thereafter at the option of ACR Contracting, Inc. All salvage items to become property of ACR Contracting, Inc. unless stated otherwise above. There will be a service charge of 12% per month on invoices over 30 days, and you will be responsible for all legal fees.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as terms dictate.

Date: 4/11/2017

Authorized Signature:

Title: BLDG INSP SUPR

Print:

Mark Ptashkin

EXHIBIT C
Services Agreement

SCHEDULE

Per Section 5 Billings and Payments of the Contract located on page 3 of the contract.

EXHIBIT D
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$65,000.

DETAILED PROJECT COMPENSATION

Demolition / Abatement