

**SERVICE AGREEMENT  
WITH SOUTHWEST HAZARD CONTROL, INC.  
TO PROVIDE ON-CALL REMEDIATION SERVICES  
FOR HAZARDOUS CONDITIONS AT COUNTY FACILITIES**

**THIS AGREEMENT** is made and entered into this 26<sup>th</sup> day of November 2013, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **SOUTHWEST HAZARD CONTROL, INC.**, whose principal place of business is located at 9112 Susan SE, Albuquerque, New Mexico 87123, hereinafter referred to as the "Contractor".

**WHEREAS**, Santa Fe County has identified a need for on-call remediation services for hazardous conditions at various County facilities to be provided on an as-needed basis as funding becomes available and as specific needs are identified;

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0015-PW/PL, for the provision of these services;

**WHEREAS**, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

**WHEREAS**, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW, THEREFORE**, it is agreed between the parties:

**1. PROJECT DESCRIPTION**

The Project is to provide on-call remediation services for a number of projects on an as-needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Contractor.

The County shall provide the Contractor with a detailed scope of work for each identified remediation project and the contractor will provide a quote for the project. A purchase order will be issued for each individual project. Projects may include a portion of or all of the scope of work listed below.

**2. SCOPE OF WORK**

The Contractor shall:

- A. Provide full hazardous conditions inspection and written report of recommendations, including costs for the abatement and correction of hazardous conditions found in County facilities, structures and properties. Report shall include timeframe for completion of services.

- B. Provide abatement of hazardous conditions, including but not limited to, asbestos, lead, mold and radon:
- a) Prior to any renovations or remediation all asbestos materials shall be removed by a licensed asbestos abatement contractor. All National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations are to be followed as well as all the notifications required by Air Quality Control. The removed material must be properly packaged, labeled and transported to a Hazardous Material Landfill;
  - b) Prior to any renovations or remediation all asbestos materials shall be removed by a licensed asbestos removal contractor. The removed material must be properly packaged and transported to a licensed asbestos landfill;
  - c) Prior to renovation that may affect building components coated with lead contaminated paint, samples of the components should be forwarded to a qualified laboratory for the US EPA prescribed TCLP analysis, to determine if the materials must be treated as hazardous waste;
  - d) During renovations that may cause emission of dust from lead paint contaminated surfaces (sanding, scraping, abrasive blasting, etc.), contractor must provide for their workers from lead hazards, including lead awareness training (OSHA 29 CFR 1924.62);
  - e) Protocols for the removal of asbestos, lead paint and mold shall follow EPA regulations;
  - f) Protocols for the removal of rodent droppings shall follow the recommendations of the Centers for Disease Control ([www.cdc.gov](http://www.cdc.gov)) for rodent control and Hanta virus disinfection;
  - g) Evaluate radon levels, recommend and implement radon mitigation plan according to EPA regulations;
  - h) Restore facility, building, structure and/or property to functionality.

### 3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

#### **4. COMPENSATION AND INVOICING**

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000.00) exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

**5. EFFECTIVE DATE AND TERM**

This Agreement shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 6 (Termination) or Section 7 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) additional one (1) year terms not to exceed four (4) years in duration.

**6. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

**7. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

**8. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County

vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

**9. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**10. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

**11. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**12. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**13. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

**14. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**15. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**17. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**18. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

**21. RECORDS AND INSPECTIONS**

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

**22. INDEMNIFICATION**

A. The Contractor shall indemnify and hold harmless the County, its Elected Officials, agents and employees from any losses, liabilities, damages, causes of action, costs or expenses including attorney fees, attributable to bodily injury, sickness, disease, or death, or to injury to persons or property including loss of use, caused directly or indirectly by the negligent act or failure to act by Engineer, or by Engineer's officers, employees, consultants or anyone for whom the Contractor is legally liable, or Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

**23. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**24. NOTICES**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County:                    Santa Fe County  
   Office of the County Attorney  
   102 Grant Avenue  
   Santa Fe, New Mexico 87501

To the Contractor:            Southwest Hazard Control, Inc.  
   9112 Susan SE  
   Albuquerque, New Mexico 87123

**25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

**26. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

**27. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**28. INSURANCE**

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Contractors Pollution Liability (Abatement Services). The Contractor shall procure and maintain during the life of this Agreement a comprehensive contractor's pollution liability insurance policy in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor at a jobsite as well as clean-up costs at the site.

D. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

**29. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

**30. WAGE RATES**

The contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17 for all on-call remediation projects over sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage.

For a public works contract whose value is \$60,000 or more, the NM Public Works Minimum Wage Act, 13-4-11 NMSA 1978, also requires all tiers of subcontractors to submit certified weekly payroll records to the general contractor and the County biweekly. If this provision applies, the contractor shall, and shall require all tiers of subcontractors, to submit certified weekly payroll records to the contractor and the County's Project Manager.

For on-call remediation projects which are federally funded, federal wage rates shall apply.

**31. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

**32. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**33. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable**

The Contractor hereby irrevocably appoints, Suecarol Bartolucci, a New Mexico resident located at 2931 Foracker Place NW, Albuquerque, New Mexico, 87107 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

**34. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

**IN WITNESS WHEREOF**, the parties have duly executed this Amendment to the Agreement as of the date first written above.

**SANTA FE COUNTY:**

Kathy Holian  
Kathy Holian, Chairperson  
Board of County Commissioners

11/26/13  
Date

Geraldine Salazar  
Geraldine Salazar  
Santa Fe County Clerk

11-26-13  
Date

**Approved as to Form**

Stephen C. Ross  
Stephen C. Ross  
Santa Fe County Attorney

11/4/13  
Date

**Finance Department Approval**

Teresa C. Martinez  
Teresa C. Martinez  
Santa Fe County Finance Director

11/6/13  
Date

**CONTRACTOR:**

Suecarol Bartolucci  
Signature

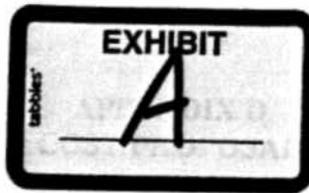
11/13/13  
Date

Suecarol Bartolucci  
Print Name

Division Manager  
Print Title

FEDERAL IDENTIFICATION NUMBER: 86-0464764





Provide in a *separate sealed envelope* firm, fully loaded unit cost for each item that includes: travel; per diem; fringe benefits; incidentals; markup; insurance and any other overhead costs.

Name of Offeror: Southwest Hazard Control, Inc.

<b>LEAD BASED PAINT ABATEMENT SERVICES</b>				
Items include, but are not limited, to the following				
Item #	Description	Unit	Unit Cost \$	Unit Cost Written in Words
1	Hourly rate for miscellaneous worker labor (i.e. furniture moving)	Hourly	29.00	Twenty-Nine Dollars and No Cents
2	Hourly rate for miscellaneous supervisor labor (i.e. furniture moving)	Hourly	35.00	Thirty-Five Dollars and No Cents
3	Provide required submittals and mobilization of all labor, tools and materials required for removal, repair, and/or encapsulation of lead paint containing materials and related repairs for project up to 500 square feet or 50 linear feet of lead based paint containing materials.	Lump Sum	600.00	Six Hundred Dollars and No Cents
4	Remove and dispose of interior door and frame with LBP	Each	90.00	Ninety Dollars and No Cents
5	Remove and dispose of exterior door and frame with LBP	Each	90.00	Ninety Dollars and No Cents
6	Remove and dispose of window and frame with LBP	Each	90.00	Ninety Dollars and No Cents
7	Remove and dispose of window sash with LBP	Each	60.00	Sixty Dollars and No Cents
8	Remove and dispose of window component with LBP	Each	60.00	Sixty Dollars and No Cents

Item #	Description	Unit	Unit Cost \$	Unit Cost Written in Words
9	Remove and dispose of exterior trim or fascia with LBP	Sq. Ft.	3.25	Three Dollars and Twenty-Five Cents
10	Remove and dispose of interior wall system with LBP	Sq. Ft.	2.95	Two Dollars and Ninety-Five Cents
11	Remove and dispose of interior wall or ceiling LBP coating system to substrate-Mechanical stripping	Sq. Ft.	3.75	Three Dollars and Seventy-Five Cents
12	Remove and dispose of exterior wall of ceiling LBP coating system to substrate-Mechanical stripping	Sq. Ft.	3.75	Three Dollars and Seventy-Five Cents
13	Remove and dispose of interior trim LBP coating system to substrate-Mechanical stripping	Sq. Ft.	3.75	Three Dollars and Seventy-Five Cents
14	Remove and dispose of exterior trim LBP coating system to substrate-Mechanical stripping	Sq. Ft.	3.75	Three Dollars and Seventy-Five Cents
15	Remove and dispose of interior trim LBP coating systems-Mechanical stripping	Sq. Ft.	3.75	Three Dollars and Seventy-Five Cents
16	Remove and dispose of exterior trim LBP coating systems-Mechanical stripping	Sq. Ft.	3.75	Three Dollars and Seventy-Five Cents
17	Wet clean and HEPA vacuum non-porous surfaces	Sq. Ft.	2.50	Two Dollars and Fifty Cents
18	Surface preparation of LBP to receive new coating	Sq. Ft.	3.75	Three Dollars and Seventy-Five Cents
19	Remove and dispose of lead contaminated soil (2" Depth)	Sq. Ft.	4.00	Four Dollars and No Cents

<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost \$</b>	<b>Unit Cost Written in Words</b>
20	Manifest, transport and properly dispose of lead hazardous waste	Per 55 Gal	950.00	Nine Hundred Fifty Dollars and No Cents
21	Encapsulation of interior or exterior LBP wall, ceiling or trim	Sq. Ft.	2.50	Two Dollars and Fifty Cents
22	Miscellaneous services not described in above bid items; to be negotiated			

## ASBESTOS ABATEMENT SERVICES

Items include, but not limited, to the following

Item #	Description	Unit	Unit Cost \$	Unit Cost Written in Words
<b>A</b>	<b>GENERAL</b>			
23	Hourly rate for miscellaneous worker labor (i.e. furniture moving)	Hourly	29.00	Twenty-Nine Dollars and No Cents
24	Hourly rate for miscellaneous supervisor labor (i.e. furniture moving)	Hourly	35.00	Thirty-Five Dollars and No Cents
25	Provide required submittals and mobilization of all labor, tools and materials required for removal, repair, and/or encapsulation of asbestos containing materials and related repairs for projects up to 500 square feet or 50 linear feet of asbestos-containing material.	Lump Sum	600.00	Six Hundred Dollars and No Cents
<b>B</b>	<b>REMOVE MECHANICAL SYSTEM INSULATION</b>			
26	Remove and dispose of as ACM insulation from boilers, stacks and ducts	Sq. Ft.	4.25	Four Dollars and Twenty-Five Cents
27	Remove and dispose of as ACM insulation from piping-Gross Removal	Lin. Ft.	3.50	Three Dollars and Fifty Cents
28	Remove and dispose of as ACM insulation from pipe-Glove Bag Removal	Lin. Ft.	38.00	Thirty-Eight Dollars and No Cents
29	Remove and dispose of as ACM insulation from piping, including piping-Cut and Wrap Method	Lin. Ft.	9.00	Nine Dollars and No Cents
30	Remove and dispose of as ACM duct mastic, including insulation	Sq. Ft.	3.75	Three Dollars and Seventy-Five Cents
<b>C</b>	<b>REMOVE SURFACING MATERIALS</b>			
31	Remove and dispose of as ACM acoustical spray from ceilings, walls, beams, structural members/surfaces	Sq. Ft.	3.90	Three Dollars and Ninety Cents
<b>D</b>	<b>REMOVE MISCELLANEOUS MATERIAL</b>			
32	Remove and dispose of as ACM floor tile or sheet vinyl, including adhesive, from concrete substrate	Sq. Ft.	3.50	Three Dollars and Fifty Cents
33	Remove and dispose of as ACM floor tile or sheet vinyl, including adhesive from wood substrate	Sq. Ft.	3.75	Three Dollars and Seventy-Five Cents
34	Remove and dispose of as ACM floor tile or sheet vinyl, including removal of wooden substrate	Sq. Ft.	3.25	Three Dollars and Twenty-Five Cents

<b>Item #</b>	<b>Description</b>	<b>Unit</b>	<b>Unit Cost \$</b>	<b>Unit Cost Written in Words</b>
35	Remove and dispose of as ACM ceiling tile and grid system	Sq. Ft.	3.00	Three Dollars and No Cents
36	Remove and dispose of as ACM mechanically fastened asbestos cement products and debris	Sq. Ft.	3.00	Three Dollars and No Cents
37	Pick-up and disposal of as ACM asbestos cement panels	Sq. Ft.	2.50	Two Dollars and Fifty Cents
38	Remove and dispose of as ACM asbestos cement shingles/siding	Sq. Ft.	3.25	Three Dollars and Twenty-Five Cents
39	General surface clean (wet wipe and HEPA vacuum)	Sq. Ft.	2.50	Two Dollars and Fifty Cents
40	Remove and dispose of as ACM window/door frame sealant	Sq. Ft.	3.00	Three Dollars and No Cents
41	Remove and dispose of as ACM wall or ceiling mastic	Sq. Ft.	3.00	Three Dollars and No Cents
42	Miscellaneous services not described in above bid items; amount to be negotiated			

## MOLD ABATEMENT SERVICES

Items include, but not limited, to the following

Item #	Description	Unit	Unit Cost	Unit Cost Written in Words
43	Hourly rate for miscellaneous worker labor (i.e. furniture moving)	Hourly	29.00	Twenty-Nine Dollars and No Cents
44	Hourly rate for miscellaneous supervisor labor (i.e. furniture moving)	Hourly	35.00	Thirty-Five Dollars and No Cents
45	Provide required submittals and mobilization of all labor, tools and materials required for removal, repair, and/or encapsulation of mold containing material and related repairs for projects up to 500 square feet or 50 linear of mold containing material	Lump Sum	600.00	Six Hundred Dollars and No Cents
46	Remove and dispose of mold affected drywall (Non-ACM)	Sq. Ft.	2.75	Two Dollars and Seventy-Five Cents
47	Remove and dispose of mold affected ceiling tile (Non-ACM)	Sq. Ft.	2.75	Two Dollars and Seventy-Five Cents
48	Remove and dispose of mold affected carpeting (Non-ACM)	Sq., Ft.	1.00	One Dollar and No Cents
49	Remove and dispose of mold affected thermal system insulation (Non-ACM)	Sq. Ft.	2.75	Two Dollars and Seventy-Five Cents
50	General surface clean (Non-porous mold affected areas)	Sq. Ft.	2.50	Two Dollars and Fifty Cents
51	General surface clean (Porous mold affected areas)	Sq. Ft.	2.75	Two Dollars and Seventy-Five Cents
52	Miscellaneous services not described in above bid items; amount to be negotiated			

## RADON ABATEMENT SERVICES

Items include, but not limited to, the following

Item #	Description	Unit	Unit Cost	Unit Cost Written in Words
53	Evaluation of radon levels and preparation of mitigation plan	Hourly	115.00	One Hundred Fifteen Dollars and No Cents
54	Mobilization of all labor, tools and materials for implementation of mitigation system	Hourly	50.00	Fifty Dollars and No Cents
55	Implementation of radon mitigation system	Hourly	35.00	Thirty-Five Dollars and No Cents
56	Miscellaneous services not included in above bid items; amount to be negotiated			

