

CITY OF ALBUQUERQUE

REQUEST FOR BID

THE CITY OF ALBUQUERQUE, PURCHASING OFFICE IS REQUESTING OFFERS FOR THE FOLLOWING GOODS OR

REQUEST NUMBER: RFB2007-126-BH
TITLE: LEAD BASE PAINT ABATEMENT SERVICES
OPENING DATE: MARCH 21, 2007 (1:30 PM)

FOR ADDITIONAL INFORMATION CONTACT:

BERNICE HUGHES, SENIOR BUYER, (505)768-3339
CITY OF ALBUQUERQUE PURCHASING OFFICE
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT
CENTER
POST OFFICE BOX 1293
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO 87103

THE CITY CLERK OF THE CITY OF ALBUQUERQUE WILL RECEIVE SEALED OFFERS FOR THE GOODS OR SERVICES DESCRIBED IN THIS REQUEST AT:

**OFFICE OF THE CITY CLERK
CITY OF ALBUQUERQUE
POST OFFICE BOX 1293
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO 87103**

HAND CARRIED OFFERS WILL BE RECEIVED AT THE OFFICE OF THE CITY CLERK, ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT BUILDING, 11TH FLOOR, 1 CIVIC PLAZA, ALBUQUERQUE, NM.

OFFERS WILL BE RECEIVED UNTIL 1:30 PM MARCH 21, 2007

NOTE: USE OF THE MAIL SERVICE IS AT YOUR OWN RISK FOR PROPER DELIVERY.

**OFFERS WILL BE OPENED PROMPTLY AT 1:30 PM AT:
ALBUQUERQUE/BERNALILLO COUNTY GOVERNMENT
CENTER
7TH FLOOR CONFERENCE ROOM
ONE CIVIC PLAZA
ALBUQUERQUE, NEW MEXICO**

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GENERAL INFORMATION AND REQUIREMENTS
REQUEST NUMBER: RFB2007-126-BH

ALL OFFERORS ARE RESPONSIBLE FOR READING AND UNDERSTANDING ALL INFORMATION CONTAINED IN THIS REQUEST. OFFERORS ARE RESPONSIBLE FOR CHECKING TO ASSURE THAT NO PAGES ARE MISSING. PLEASE CHECK THIS PACKAGE UPON RECEIPT. IF ANY PAGES ARE MISSING PLEASE CONTACT THE BUYER NAMED ON THE COVER PAGE.

THE FOLLOWING INFORMATION AND FORMS ARE REQUIREMENTS FOR THIS REQUEST.

- _____ OFFEROR COMPLIANCE FORM
COMPLETE ALL APPLICABLE INFORMATION, INCLUDING YOUR FEDERAL TAX IDENTIFICATION NUMBER, AND RETURN IT WITH YOUR OFFER.
- _____ PRICING DETAIL FORM(S)
COMPLETE ALL PRICING DETAIL, INCLUDING UNIT AND EXTENDED PRICES (THIS IS VERY IMPORTANT).
- _____ OFFEROR COMMENTS FORM
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER.
- _____ LOCAL PREFERENCE CERTIFICATION FORM
IF APPLICABLE, COMPLETE, SIGN AND RETURN WITH YOUR OFFER. THIS FORM MUST ACCOMPANY YOUR OFFER TO BE CONSIDERED FOR THE PREFERENCE.

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OFFEROR COMPLIANCE FORM

REQUEST NUMBER: RFB2007-126-BH
OPENING DATE: MARCH 21,2007

FOR FURTHER INFORMATION
CALL BERNICE HUGHES
AT (505)768-3339
FOB POINT: HOUSING SERVICES

DELIVERY DATE: _____
(PLEASE SPECIFY)

REQUISITION 183388

ALBUQUERQUE, NM

BID BOND AMOUNT: \$0.00

PERFORM BOND AMOUNT: \$0.00

BID BOND PERCENT: 0%

PERFORM BOND 0%

IF APPLICABLE, BID AND PERFORMANCE BOND INFORMATION CAN BE FOUND IN THE SUPPLEMENTAL TERMS AND CONDITIONS.

DISCOUNT: PLEASE INDICATE YOUR FIRM'S DISCOUNT FOR PROMPT PAYMENT:
(THE MINIMUM ACCEPTABLE PERIOD IS 20 CALENDAR DAYS)

20 CALENDAR DAYS: _____%

30 CALENDAR DAYS: _____%

OTHER: ____ CALENDAR DAYS: _____%

A 5% LOCAL PREFERENCE IS AVAILABLE FOR THIS BID. THE LOCAL PREFERENCE CERTIFICATION FORM MUST BE COMPLETED, CERTIFIED AND SUBMITTED WITH THE BID IN ORDER TO BE CONSIDERED.
LOCAL PREFERENCE REQUESTED: MFG? _____ BUSINESS? _____

A STATE RESIDENT PREFERENCE MAY BE AVAILABLE FOR THIS BID. A CURRENT STATE OF NEW MEXICO PURCHASING OFFICE ISSUED RESIDENT PREFERENCE NUMBER MUST BE SUBMITTED WITH THE BID IN ORDER TO QUALIFY FOR CONSIDERATION.

PLEASE ENTER THE STATE RESIDENT PREFERENCE NUMBER HERE: _____ MFG? _____
BUSINESS? _____

COMPLIANCE AGREEMENT

I, THE UNDERSIGNED, HAVE READ AND EXAMINED THE GENERAL TERMS , CONDITIONS, ANY SUPPLEMENTAL TERMS AND CONDITIONS, AND THE SPECIFICATIONS OF THIS REQUEST AND AGREE TO COMPLY WITH ALL OF THEM.

SIGNATURE: _____ DATE: _____/_____/_____

NAME: _____ TITLE: _____
(PRINT OR TYPE)

COMPANY NAME: _____ EIN: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: (_____) _____ - _____ FAX: (_____) _____ - _____

DIRECT DEPOSIT PAYMENT TRANSFERS ARE STRONGLY ENCOURAGED.
TO ACCESS FORMS VISIT WWW.CABQ.GOV/ONLINESVCS/VENDORS/VENDORACH.HTML.

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PRICING DETAIL FORM
REQUEST NUMBER: RFB2007-126-BH

GROUP NO.	ITEM NO.	QUANTITY/UNIT	ITEM DESCRIPTION	UNIT PRICE	TOTAL PRICE
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IN ACCORDANCE WITH THE ENCLOSED SPECIFICATIONS, TERMS AND CONDITIONS, FURNISH THE CITY WITH THE FOLLOWING:

PRE-QUALIFIED CONTRACTORS FOR LABOR, EQUIPMENT, MATERIALS AND TRANSPORTATION TO ABATE LEAD BASED PAINT FOR THE ALBUQUERQUE HOUSING SERVICES' REHABILITATION PROGRAM ON AN AS NEEDED BASIS AS PER THE INSTRUCTIONS IDENTIFIED IN THE ATTACHED.

CONTRACT PERIOD IS TWENTY-FOUR (24) MONTHS WITH OPTION TO EXTEND TWO (2) TWELVE (12) MONTHS EXTENSION OR ANY PART OF A MONTH UPON MUTUAL AGREEMENT BETWEEN THE CITY AND THE CONTRACTORS.

1		1.00 EA			
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PRICING IS NOT A DETERMINING FACTOR IN THIS BID SOLICITATION. FOR PERFORMING THE ABATEMENT SERVICES HERE SPECIFIED THE CITY AGREES TO PAY THE CONTRACTOR THE AGREED UPON AMOUNT ON A PROJECT INCLUDES ANY APPLICABLE GROSS RECEIPTS TAXES AND WHICH AMOUNT SHALL CONSTITUTE FULL AND COMPLETE COMPENSATION FOR THE CONTRACTOR'S SERVICES, INCLUDING ALL EXPENDITURES AND EXPENSES INCURRED BY THE CONTRACTOR IN PERFORMING SUCH SERVICES VIA A NON-EXCLUSIVE CONTRACT.

ONLY THE ACTIONS REQUESTED IN THE SPECIFICATIONS FOR PRE QUALIFYING CONTRACTORS TO ABATE LEAD-BASED PAINT PAGES 5-6 ARE NECESSARY TO SUBMIT FOR THE RESPONSIVENESS TO THIS BID SOLICITATION.

ATTACHED IS A SAMPLE OF THE CONTRATOR INSTRUCTIONS AND TECHNICAL SPECIFICATIONS IDENTIFIED AS EXHIBITS "A" AND "B". THIS IS AN EXAMPLE ONLY.

AT THE TIME OF PROJECT AWARD, BASED ON THE INDIVIDUALIZED SPECIFICATIONS FOR A GIVEN SITE, THE LOWEST REPOSIBLE AND RESPONSIVE QUOTE BASED ON THE REQUEST FOR SERVICE, WILL BE REQUIRED TO ADHERE TO THE BOND REQUIREMENTS, ALL LOCAL, STATE AND FEDERAL STANDARDS RULES, REGULATIONS AND GUIDELINES AS STATED WITHIN THE SAMPLE OF THE CONTRACTOR INSTUCTIONS.

QUESTIONS REGARDING THIS RFB SHOULD BE E-MAILED TO
BERNICE HUGHES AT BHUGHES@CABQ.GOV.

*****LAST ITEM REQUESTED*****

**SPECIFICATIONS FOR
PRE QUALIFYING CONTRACTORS
TO ABATE LEAD-BASED PAINT
PAGE 5**

General

The purpose of these specifications is to establish the minimum pre-qualifications for abatement contractors to abate lead-based paint hazards and any created as a result of rehabilitation work, on an as needed basis, for projects receiving Federal assistance as part of Albuquerque Housing Services' Housing Rehabilitation Program.

The work performed by the certified lead-based paint abatement contractors shall include all labor, equipment, materials and transportation necessary for the proper and safe removal handling and disposal of materials containing lead-based paint in compliance with all applicable federal, state and local laws and regulations.

Qualifications

1. Contractor must provide written evidence that the firm is certified by the Environmental Protection Agency (EPA) to abate lead-based paint in the State of New Mexico.
2. Contractor must provide written evidence that the State of New Mexico has licensed the firm to abate lead-based paint (GS-29).
3. Contractor must provide written evidence that the firm employs an EPA certified abatement supervisor(s).
4. Contractor must provide written evidence that the firm employs EPA certified abatement workers or workers who have successfully completed one of the following courses to perform interim controls or standard treatments:
 - The lead-based paint course: "Work Smart, Work Wet, and Work Clean," prepared by the National Environmental Training Association for the Environmental Protection Agency and The U.S. Department of Housing and Urban Development (HUD);
 - The Remodeler's and Renovator's Lead-Based Training Program prepared by HUD and the National Association of the Remodeling Industry; or
 - A similar course recognized by both HUD and EPA

**SPECIFICATIONS FOR
PRE QUALIFYING CONTRACTORS
TO ABATE LEAD-BASED PAINT
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Insurance

The Contractor(s) shall procure and maintain at its expense until final payment by the City of Albuquerque for services, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverage's, the Contractor(s) shall furnish to the City of Albuquerque a certificate or certificates in a form satisfactory to the City of Albuquerque showing that it has complied with this Section and naming the City as coinsuree.

Commercial General Liability Insurance: A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability; Completed Operations
\$1,000,000	Personal and Advertising Injury
\$50,000	Fire Legal
\$5,000	Medial Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure and hold harmless the Contracting Agency.

Contractor shall also provide proof of Pollution Legal Liability Insurance in an amount of not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$1,000,000.

Awards of abatement of lead-based paint in projects funded by Albuquerque Housing Services/Rehab Section will be made to the lowest responsive bidder available at the time the requested price quotes are received.

The established pre-qualifying list shall be utilized for a period of one year with an option to extend use of the list for an additional one-year period.

The City of Albuquerque reserves the right to add additional qualified certified lead abatement contractors to this list as may be necessary to meet program needs.

**SPECIFICATIONS FOR
PRE QUALIFYING CONTRACTORS
TO ABATE LEAD-BASED PAINT
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Payment and Performance Bond

The Contractor must provide a surety bond in the amount of 100% of the contract sum as security for the faithful performance of the contract and for the payment of all labor and material. The Contractor must provide third party verification of bonding prior to scheduled start date.

Laws and Regulations

The execution of this work shall comply with applicable federal, state, and local laws, rules, regulations and guidelines for lead dust environments. Some of these include: OSHA 29 CFR 1926 – Construction Industry Standards; 29 CFR 1926.62 – Construction Industry Lead Standard; 29 CFR 1910.1200 – Hazard Communication Standard; 40 CFR Park 745 – EPA Regulations; 25 CFR Part 35 – HUD Regulation on Lead-Based Paint Hazards in Federally Owned Housing and Housing Receiving Federal Assistance; and HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*.

Contractor's Risk and Responsibility

The performance of this contract and work hereunder are at the risk of the Contractor until the final acceptance and payment. The Contractor shall take all responsibility for the work and shall bear all losses resulting to him because of the amount or character of work, or any cause or causes whatsoever, for which the City is not responsible.

The Contractor shall be responsible for inspecting the site and familiarizing himself with the conditions thereon. Any loss resulting from his failure to do so shall be borne by him and will not be recognized as a basis for additional compensation.

The City will not be responsible for obstacles, unfavorable conditions, or hazards, which may be encountered by the Contractor, both above and below ground; said being part of the risk and responsibility of the Contractor.

The Contractor agrees to defend, indemnify and save harmless Albuquerque Housing Services, its officers, agents and employees from and against all suits, actions or claims of any character brought because of an injury of damage received or sustained by any person, persons or property arising out of the performance of the work by the Contractor, or by reason of any act or omission, neglect or misconduct of the Contractor, his agents of employees or any subcontractor, his agents, or employees. The indemnity provision shall equally apply to injuries by the Contractor's employees. This agreement to indemnify shall not extend to liability, claims, damages, losses of expenses, including attorney fees arising out of:

**SPECIFICATIONS FOR
PRE QUALIFYING CONTRACTORS
TO ABATE LEAD-BASED PAINT
PAGE 8**

The preparation or approval of maps, drawings reports, surveys, change orders, designs of specifications by the indemnity, or the officers, agents or employees of the indemnitee; or

The giving of or the failure to give directions or instructions by the indemnitee or the officers, agents or employees of the indemnitee, where such giving or failure to give directions or instruction is the primary cause of bodily injury to persons or damage to property.

Contractor Instructions

General Requirements

The purpose of these specifications together with available exhibits, is to establish the minimum requirements for the abatement of the twelve (12) Lead Based Paint hazards and removal of the fifty-eight (58) lead-based paint components identified in the Risk Assessment Report. This shall also include the complete “gut-out” of entire unit, leaving the entire unit with only framing members and wood floors showing at the following address:

123 Any Road
Albuquerque, New Mexico

The work performed by the certified lead-based paint abatement contractor shall include all labor, equipment and materials in accordance with the specifications and best accepted industry practices, in accordance with HUD and EPA regulations at 24 CFR and part 25 and 40 CFR part 745. This shall include the transportation necessary for the proper and safe removal handling and disposal of materials containing lead-based paint in compliance with all applicable federal, state and local laws, and regulations.

Contractor shall provide start date and time frame for completion of the abatement of the twelve hazards, removal of the fifty-eight (58) lead-based paint components and complete “gut-out” of unit.

Contractor shall coordinate activities with homeowner, Albuquerque Housing Services and Renovation Contractor selected by homeowner. Contractor shall not begin work until issuances of a written proceed order from Albuquerque Housing Services.

**SPECIFICATIONS FOR
PRE QUALIFYING CONTRACTORS
TO ABATE LEAD-BASED PAINT
PAGE 9**

Prohibited Paint Removal Methods

The following paint removal methods are prohibited on all HUD-funded projects:

- Open flame burning or torching;
- Machine sanding or grinding without a HEPA local exhaust control;
- Abrasive blasting or sandblasting with a HEPA local exhaust control;
- Heat guns operating above 1,100F or charring the paint;
- Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within one (1) foot of electrical outlets, or when treating defective paint spots totaling no more than two (2) square feet in any one interior room or space, or totaling no more than 20 square feet on exterior surfaces; and
- Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with regulations of the Consumer Product Safety Commission and/or a hazardous chemical in accordance with the Occupational Safety and Health Administration.

Clearance Examination Before Final Acceptance

Prior to final acceptance of the lead hazard reduction work and all rehabilitation work, the property shall be visually inspected for any remaining paint chips, dust and debris and lead dust wipe samples shall be obtained from floors, window sills and window troughs.

Albuquerque Housing Services shall incur all costs associated with the initial Site Clearance.

If an additional Site Clearance is necessary, the abatement contractor shall re-clean all applicable components and surfaces and pay for all additional clearance dust sampling if any dust sample results exceed the thresholds of 40µg/SF for floors; 250µg/SF for window sills and 80µg/SF for window troughs. An Environmental Protection Agency certified Risk Assessor must perform the Site Clearance.

Lead Worker – Protection

Persons carrying out lead hazard reduction activities must comply with all applicable federal, state, local laws and regulations related to safety in the workplace, including the respiratory protection program-based personal protection found in the OSHA Construction Standard (29 CFR 1926.62).

**SPECIFICATIONS FOR
PRE QUALIFYING CONTRACTORS
TO ABATE LEAD-BASED PAINT
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Prohibited Worker Activities

To minimize the potential for worker exposure to lead dust, the following activities are prohibited in any lead hazard reduction work area or space:

- Eating;
- Drinking;
- Chewing gum or tobacco;
- Smoking; and
- Applying cosmetics.
- Post an OSHA compliance notice to workers as follows: “Warning – Lead Work Area – Poison – No Smoking or Eating.”

Worker and Supervisor Training and Certification Requirements

All workers conducting “abatement” lead hazard reduction activities must be trained and certified as lead abatement workers and provide proof of valid state or EPA-approved licenses or certificates. All persons acting as supervisors during “abatement” lead hazard reduction activities must be trained and certified as lead abatement supervisors and provide proof of valid state or EPA-approved licenses or certificates.

Work Site Preparation

Secure Site

After the relocation of the occupants, the contractor shall assume responsibility for securing the site against theft, vandalism, fire and other dangers until Site Clearance is achieved. Abatement Contractor shall leave site secure for Rehabilitation Contractor.

Set Up Interior Containment

Make applicable notifications to state or local agencies, post job site signage and secure lead hazard reduction sites. Pre-clean floors, window sills, window troughs and other areas of dust build-up with a HEPA vacuum. Seal all floors with two continuous layers of 6 mil. polyethylene sheeting taped to baseboard and 4’ beyond door openings with 2” wide, easy release masking tape.

Exterior Ground Containment

Attach two layers of 12’ wide 6 mil polyethylene sheeting to the building perimeter with staples or furring strips extending 10’ past the work area. Create an outer barrier of flags or plastic tape 3’ on center, 20’ from work site. Close and lock all windows and doors from the interior on the work site elevation. Remove and replace daily.

**SPECIFICATIONS FOR
PRE QUALIFYING CONTRACTORS
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Final Clean-up – Three Step Process

After completion of all lead hazard reduction activities and “gut-out” of unit, wet mist, fold and remove all containment polyethylene sheeting, with floors last. Place such sheeting in 6 mil. plastic garbage bags, goose neck and then tape shut. HEPA vacuum all visible surfaces including walls, floors and ceilings from the top down. Detergent scrub all horizontal surfaces in small sections using a 3-bucket system, changing rinse water every 250 SF. Completely rinse with clean water and new equipment. After surfaces are dry, HEPA vacuum all visible surfaces except the ceiling.

Lead Waste Disposal

Wrap mist and wrap all architectural components in polyethylene sheeting to prevent dust release during transport. Separate Category I lead waste (paint chips, stripping sludge, HEPA debris and water filtrate) and non-hazardous waste. Ensure that all waste, both hazardous and non-hazardous, is managed in accordance with state and federal regulations. The contractor is responsible for ensuring waste classified as hazardous is transported, manifested and delivered by licensed transporters to licensed treatment, storage and disposal facilities.

This quote shall be firm, include all applicable taxes and be valid for a minimum of 60 days.

Qualifications

Contractor must provide written evidence that the firm is certified by the Environmental Protection Agency (EPA) to abate lead-based paint in the State of New Mexico.

Contractor must provide written evidence that the State of New Mexico has licensed the firm to abate lead-based paint (GS-29).

Contractor must provide written evidence that the firm employs an EPA certified abatement supervisor(s). Supervisor must be on-site or available at all times.

Contractor must provide written evidence that the firm employs EPA certified abatement workers or workers who have successfully completed one of the following courses to perform interim controls or standard treatments:

- The lead-based paint course: “Work Smart, Work Wet, and Work Clean,” prepared by the National Environmental Training Association for the Environmental Protection Agency and the U.S. Department of Housing and Urban Development (HUD);

**SPECIFICATIONS FOR
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TO ABATE LEAD-BASED PAINT
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- The Remodeler's and Renovator's Lead-Based Training Program prepared by HUD and the National Association of the Remodeling Industry; or
- A similar course recognized by both HUD and EPA.

Technical Specifications (Exhibits "A" and "B" attached)

Exhibit A

Description of Work Required for Lead-Based Paint Abatement

Exhibit B

Lead-Based Paint Inspection and Risk Assessment Report

**SPECIFICATIONS FOR
PRE QUALIFYING CONTRACTORS
TO ABATE LEAD-BASED PAINT
PAGE 13**

EXHIBIT A

NAME: Citizen of Albuquerque

PROJECT:

ADDRESS: 124 Any Road

DATE:

TELEPHONE:

INSPECTOR:

CHECKED BY:

DATE:

WORK ITEMS: DESCRIPTION OF WORK REQUIRED FOR LEAD-BASED PAINT ABATEMENT AND FOR POSSIBLE LEAD-BASED HAZARDS. ABATEMENT CONTRACTOR MUST UTILIZE ALL "SAGE WORK PRACTICES".

Title X of the 1992 Housing and Community Development Act mandated that the U.S. Department of Housing and urban development (HUD) take action to address lead-base paint in housing receiving Federal assistance. HUD published its final consolidated rule (24 CFR 35) on September 15, 1999 and it became effective September 15, 2000.

In an effort to comply with the above referenced regulation a Lead-Base Paint Inspection and Risk assessment was performed on the above referenced property on October 27, 2000. The report identified twelve (12) lead-based paint hazards, eleven (11) exterior and one (1) interior (refer to page 3 of 22 of report).

Abatement of these hazards is required under **24 CFR 35**. Abatement is to be performed by an EPA Certified Abatement contractor. All abatement activities shall be performed in accordance with **24 CFR 35.1325**. Lead-Based Paint hazards removed are to be properly disposed of by the contractor as part of the abatement process. Contractor shall perform abatement activities in accordance with the **Save Work Practices** at **24 CFR 35.1350**. All lead-based paint hazards are to be abated in accordance with **24 CFR 35.1340** at the completion of the abatement process. **Clearance Testing** shall be performed by Independent Special Safety Evaluations, Inc. to determine if hazard reduction activities are completed. Payment will only be disbursed when the unit has received a **Clearance** from Independent Special Safety Evaluations, Inc.

**SPECIFICATIONS FOR
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Please remove, abate, or prepare for rehab the following 12 Lead-Based Paint Hazards:

1. 3589 – Prepare front exterior barge rafter approximately 24 square feet for paint, leave in condition without Lead-Base Paint Hazard for rehabilitation.
2. 3592 – Remove all paneling from front area, porch square feet is specified on report, rehab will include opening porch area, so complete removal of siding on three (3) sides will be required
3. 3598 – Remove existing wood shingles and trim at east and west gable ends, make ready for rehab contractor to apply #15 felt and stucco.
4. 3599, 3601, 3602 – Completely remove left side window frame, sash, trim, window sill screen. Leave ready for rehab window installation.
5. 3604, 3607 – Prepare overhead doorjamb and soffit at rear garage for paint, leave in condition without Lead-Based Paint Hazard for rehabilitation.
6. 3612 – Remove exterior entry door at back porch from premises. Dispose of properly.
7. 3615, 3618 – Remove completely exterior right side door frame and wood trim from premises.

Also to be included shall be the complete gut-out of entire dwelling. Remove all interior and exterior doors and jambs, windows and frames, all floor coverings, tile, cabinets, fireplace, electrical fixtures, all plumbing components, base, wall and ceiling coverings, and all components leaving entire house with framing members and wood floors showing only.



iS²e, inc.
10400 Academy Rd. NE, Ste. 110
Albuquerque, NM 87111

smfd: 0601-0008-0001
phone: (505) 823 6411
fax: (505) 828 0607

EXHIBIT B

Lead-Based Paint Inspection And Risk Assessment Report

For The Dwelling Located at:

2105 Palomas Dr NE
Albuquerque, NM 87110
Trapp Residence

Prepared For:

Albuquerque Housing Services
PO No. 0000687260
Vendor No. 850444340
Rehab Division
1840 University Blvd. SE
Albuquerque, NM 87106
(505) 764 3940; (505) 764 3955 fax

Field Tested &
Report Prepared By:

Scott R. Knowles
LBP Risk Assessor
US EPA Cert No.
NM-05-012005-710

Report Reviewed By:

R. T. Knowles, CSP
LBP Risk Assessor
US EPA Cert No.
NM-09-022006-107

And

independent Special Safety evaluations, inc.—a Lead Firm
US EPA Certification No: NM 02-022004-2206
XRF license No: WA-0653-D-106-B

May 8, 2006

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iS²e, inc.

0601-0008-0001

May 8, 2006

Part I: Executive Summary

iS²e, inc. conducted a Lead-Based Paint (LBP) Inspection (PI) and LBP Risk Assessment (RA) 2105 Palomas Dr NE, Albuquerque, NM 87110 on May 3, 2006. The tasking was to test, using an XRF, all "like" painted surfaces, especially those that were "cracked" or "peeling", and to test any painted surfaces that are subject to impact or friction, in order to determine if those surfaces contain LBP; and therefore may present LBP "hazardous" conditions. The tasking also included identification of any other lead hazards or potential lead hazards in or on this home via dust and soil testing. Mr. and Mrs. Trapps own the home and was present at the time of this inspection. The City of Albuquerque's Housing Services Division (Rehabilitation Department) intends to renovate or make any necessary repairs, including the loaning of federal monies for such renovations/repairs. This home is subject to Title X lead-based paint (LBP) disclosure and inspection regulations.

2105 Palomas Dr NE is a single story, flat-roof, stucco/frame, single-family dwelling with 3 bedrooms and 1.75 bathrooms. This home comprises approximately 1031 ft² and is estimated to have been originally constructed in the early 1950's. The home faces to the east.

Lead-based paint Inspection results:

As can be seen in Table A, Part IV of this report, there were eight LBP or lead containing components discovered on this property during the LBP inspection.

There are some components on the exterior and interior of this home that are not defined as having LBP, but do, however, contain lead at levels below the federal standard of 1.00 mg/cm². While these components are not reaching the lead concentrations defining LBP, one is above ½ the value defining LBP and is in "poor" or "unsatisfactory" condition. For example, the kitchen baseboard is rated to be in "Poor" paint condition and contain 0.846 mg/cm² lead, a value that is approximately 85% of the federal standard defining LBP. By federal definition the components listed in Part IV; Table B of this report do not contain LBP. They can, however, create lead dust hazards over time if not addressed. This and other similar items listed in table B should be removed or stabilized before further lead hazards are created.

Lead-based paint Risk Assessment results:

A. Lead-Based Paint Hazard(s) Identified: Four

1. Exterior Lead-Based Paint Hazard(s): Three

Lead Hazard #1 – The steel window frames on the home contain lead paint, are in poor or unsatisfactory condition, and are considered to be a LBP Hazard. This hazard consists of approximately 16 ft². *Removal or paint film stabilization by a certified EPA firm is required.*

iS²e, inc.0601-0008-0001
May 8, 2006

Lead Hazard #2 – The carport posts contain lead paint, are in poor or unsatisfactory condition, and are considered to be a LBP Hazard. This hazard consists of approximately 12 ft². *Removal or paint film stabilization by a certified EPA firm is required.*

Lead Hazard #3– The carport storage door, and home entry door jamb contain lead paint, are in poor or unsatisfactory condition, and are considered to be a LBP Hazard. This hazard consists of approximately 4 ft². *Removal or paint film stabilization by a certified EPA firm is required.*

2. Interior Lead-Based Paint Hazard(s): One

Lead Hazard #4 – The living room baseboard contains lead paint, is in poor or unsatisfactory condition, and is considered to be a LBP Hazard. This hazard consists of approximately 8 ft². *Removal or paint film stabilization by a certified EPA firm is required.*

B. Lead Contaminated Dust Hazard(s) Identified: One

Lead Hazard #5 – The window sill dust value of 370 µg/ft² is above (*failing*) the federal Risk Assessment (RA) "action-level" (250 µg/ft²). All window sills and troughs must be thoroughly cleaned by an EPA certified firm following EPA procedures and protocols. Cleaning should follow any and all abatement or stabilization work that is done on the property. A thorough check of the windows and floors will be required during clearance.

C. Lead Contaminated Soil Hazard(s) Identified: None

D. Other Lead Hazard(s): One

Lead Hazard #6 – Line numbers 19522 & 19534 of the Preliminary XRF Report represents the lead value for three sets of vinyl (plastic) mini-blinds. These are located in the second and third bedrooms of the home. These mini-blinds contain sufficient lead content (0.901 mg/cm² average) to create a lead dust "hazard". It is recommended that the homeowner/custodian should remove these sets of mini-blinds per the instructions given in this report as soon as possible and prior to any renovation.

Estimated Costs for the abatement of Lead Hazards Identified:

Cost estimates are to be completed by the City of Albuquerque's Housing Authority Inspectors and any contractors that bid the repairs.

**An Interim Clearance Inspection (FCI) is recommended.
A Final Clearance Inspection (FCI) is required.**

Part II: Lead-Based Paint Definitions and Standards

A. Definitions:

1. **Lead-Based Paint Inspection**—defines and reports on the exact location of any/all painted surfaces that contain LBP by the HUD/EPA Interim Standard*.

***Note:**

The term "Standard" is used interchangeably with "Interim Standard". All of the HUD *Guidelines Standards* and EPA's *Work Practice Standards* are, in fact, Interim Standards, meaning that they may be subject to regulatory change with new data that supports a change to the "Standard". For example, EPA's TSCA 403 Regulation alters the 2000PPM soil "Standard" (limit) to 1200PPM. "Standards" can also be "action levels", and in many cases are "action levels".

2. **Lead-Based Paint Risk Assessment**—A Risk Assessment is an onsite investigation of a residential dwelling for Lead-Based Paint (LBP) "hazards", that includes, but may not be limited to, a visual inspection, limited environmental samplings (assays) of deteriorated paint**, soil and dust. The assays may be accomplished via XRF or laboratory analysis of paint chip samples, or a combination of both. The Risk Assessment will include a detailed report that identifies potential LBP "hazards"; controls (repair/replacement) associated with those "hazards", and provide monitoring recommendations when appropriate. In particular, the Risk Assessment is designed to identify LBP "hazards" that include:
 - Deteriorated LBP (chipped, flaking, cracking, chalking, etc.).
 - LBP contaminated dust, soil and
 - LBP involving accessible (to children), friction (rubbing), or impact (slamming) surfaces that may have already, or may, in the future, damage a lead painted surface.

During the Risk Assessment, if any painted surfaces are noted to be damaged, then those surfaces are tested for lead content. Dust assays are taken at "key" locations that follow airflow patterns within the home in order to determine if lead is, or has migrated into or within the home.

3. **Lead-Based Paint Ratings**—iS²e, inc. uses a four scale paint rating system as follows:
 - **Good**—Paint that is "new" or still has much of its "life" remaining. This rating requires no action by homeowner.
 - **Fair**—Paint that is within 6-12 months of failure based on your iS²e, inc. Risk Assessor's estimate. Paint requires little more than cleaning the surface prior to repainting. Homeowner may save considerable expense by applying another stabilizing coat of paint during the next 6-12 months.
 - **Poor**—Paint that is cracked or damaged such that its water tight integrity is compromised. Paint and/or substrate may require some repair prior to repainting.
 - **Unsatisfactory (Unsat)**—Paint that is peeling such that the substrate beneath the paint is visible. Paint and/or substrate will usually require some repair prior to repainting. Homeowner may expect some wood component replacement due to "dry-rot", or metal component repair due to "rust".

B. Standards:

1. **EPA's Lead-Based Paint Standard**—defines LBP as ≥ 1.0 mg/cm² (or 0.5% by weight).
2. **Lead-Based Paint Hazard**—is, by EPA Standard:
 - Any LBP rated "poor" or "unsat" by your iS²e, inc. Risk Assessor.
 - ≥ 2 ft² interior or ≥ 20 ft² exterior hazardous LBP may require professional, certified repair/removal.
3. **Lead-Based Paint Dust Hazard**—is, by EPA Standard:
 - Floors (hard surfaced and carpeted)— ≥ 40 μ g/ft²
 - Interior window sills— ≥ 250 μ g/ft²
 - Window troughs (or wells) NA, except during "Clearance"— ≥ 400 μ g/ft²
4. **Lead Contaminated Bare Soil Hazard**—is, by EPA Standard:
 - Bare Soil— ≥ 400 ppm, for concentrated children's play areas (e.g. fenced back yards, schoolyards, playgrounds, ball fields, etc.) and vegetable gardens, requiring interim controls or abatement.
 - Bare Soil— ≥ 1200 ppm, for yard-wide average of all other residential bare soils, requiring interim controls or abatement.
 - Bare Soil— ≥ 5000 ppm, requires abatement.
5. **OSHA Standard**—is any level of airborne lead. The "action level" is 30 μ g (micrograms) per M³ (meter of air cubed) over an 8 hour, time-weighted-average (TWA). This level will drive personnel protective equipment (PPE) such as respirators, coveralls, shower facilities, etc. The OSHA PEL (permissible elevation level) is 50 μ g/M³ (TWA). This level will add medical monitoring, increased respirator capability, etc. OSHA is concerned with airborne lead and its effect upon the renovation/abatement worker. When LBP surfaces will be disturbed during renovation, especially in small interior spaces (closets, small bathrooms, etc.), the contractor should have the space monitored with a testing device that will alarm when the "action level" is triggered.

OSHA has identified several activities (e.g. manual demolition, manual scraping, manual/power sanding, heat gun applications, general cleanup, power tool cleaning with dust collection systems, and spray painting) that pose varying levels of potential lead exposure to workers disturbing lead-containing paint. Estimated exposure levels of lead are founded in the activity itself, rather than the concentrations of lead present in the paint. For example, paints that contain 0.5% versus 15% of lead by weight or 0.8 mg/cm² versus 3.5 mg/cm² of lead in paint could present the same levels of potential exposure to workers.

In other words, while HUD/EPA define LBP as paint containing lead at concentrations ≥ 1.0 mg/cm², the OSHA Standard for airborne lead dust anticipates that as little as 0.1 or 0.2 mg/cm² of lead in paint could present a hazardous condition when disturbed, causing exposure for workers. Because of this, iS²e, inc. provides the owner with a table (Part IV, A) showing all of the components that contain LBP by the HUD/EPA Standard; and a table (Part IV, B) showing all of the components that contain any lead between 0.1 and 0.9 mg/cm².

Part III: Lead-Based Paint Inspection by XRF

The EDAX (dba SCITEC), Inc., MAP 4 Spectrum Analyzer (XRF serial number M4-1377) used for this survey irradiates the paint on a given surface causing the lead in the paint, if present, to emit a characteristic frequency of X-ray radiation. The instrument identifies and counts these x-rays to determine a lead concentration, and reports this concentration in mg/cm².

The XRF's (X-ray Fluorescence) source used to excite the lead is a 12-millicurie Cobalt₅₇ gamma radiation pellet housed and shielded within the instrument. This particular XRF underwent its annual resource and re-calibration by the factory in Kennewick, WA in January 2005.

The XRF provides readings of "K-shell" (high energy) and "L-shell" (low energy) lead. The K-shell is the value that determines the amount of lead in the paint. The L-shell gives the operator information on the depth of the lead painted surface.

Your **iS²e Risk Assessor** uses either the "Confirm" or the "Unlimited" Modes of XRF operation during any Paint Inspections (PI) or Risk Assessments (RA). These modes are the most accurate and time consuming of the four modes (Screen, Test, Confirm, and Unlimited) within the instrument. The operator holds the trigger when sampling using the Unlimited Mode, until he/she gains approximate 2σ (sigma) worth of data on any given surface. This provides approximately 95% accuracy. The instrument is calibrated 5 times and averaged prior to leaving the office, calibrated at the job site, and re-calibrated approximately every hour thereafter, including job completion.

As can be seen from the Daily Calibration Log, an appendix to this report, M4-1377 remains within or very close to ±0.10 mg/cm² of the required 1.35 mg/cm² factory calibration block.

The SCITEC Map 4 XRF has an "inconclusive software" signal built into the instrument from 0.9 to 1.1 mg/cm². Values below this amount are, by HUD/EPA Standard, not lead-based paint (LBP). Values above this range are clearly LBP. The operator can take a paint chip sample for laboratory analysis in order to prove the accuracy of the reading when the reading is in this "inconclusive range", or make a conservative determination that the "inclusive" value contains LBP.

Because the XRF has a capability (calibration accuracy) of ±0.1mg/cm² when operating in the Confirm and Unlimited modes, **iS²e, inc.** has chosen to consider all readings (values) equal to or above 0.9 mg/cm² to contain LBP. This corporate decision is based on 5 years of RA and PI experience. This determination saves the homeowner the laboratory analysis cost of multiple paint-chip samples, and does not adversely mark or harm any painted surface on the property (e.g. banister, windowsill, baseboard, door or window trim, etc.), often requiring expensive/time consuming repair.

When reading the XRF Preliminary Report, an addendum to this report, all negative K and L-shell values should be interpreted as "zero". All K-shell XRF values above 0.1, but less than 0.9 mg/cm² contain some lead. However, the lead content is below the HUD/EPA standard defining LBP. All values at or above 0.9 mg/cm² are considered, by **iS²e, inc.**, to be LBP.

The SCITEC Map 4 XRF has, built into the software, substrate correction values that prevent the operator from having to make the corrections manually. The "Unlimited" mode of operation will correct properly, even if the operator makes an incorrect coding error (e.g. setting sheetrock when the substrate is actually plaster, etc.).

The 12-millicurie Cobalt₅₇ gamma radiation pellet is so weak, even when first delivered from the factory, that it will not cause ionizing radiation to any surface or component tested. In other words, once the XRF is removed from the home, there is no lingering radiation, or any evidence that the XRF has ever been there.

Reading the Reports contained in the Appendices

1. Raw XRF Data:

Includes the coded address for the site, calibration data (both daily and site beginning and ending), as well as assay data that has been collected at the home, apartment or day-care center.

2. Preliminary XRF:

This displays K & L-Shell XRF readings in mg/cm². The federal "action-level", always taken against the K-shell, is 1.0 mg/cm². The XRF has an "inconclusive" range of -0.1 to +0.2 centered about the "action-level". Should this "inconclusive" value occur, your Risk Assessor could remove a small (approx. 2x2 inch) sample of the painted surface for laboratory analysis, or declare the component to contain LBP. Declaring a component that contains 0.90 mg/cm² to contain LBP is a conservative and cost effective method of evaluating LBP.

Room # refers to the number of "like" rooms (e.g. 3 bedrooms). Wall # is conventional, where wall #1 is the wall toward the street (front or address side of the dwelling), and the other walls are numbered clockwise. Wall #3 is away from the street. Type refers to the mode of analysis that the SCITEC MAP 4 is operating under (e.g. screen test, confirm, and unlimited). iS²e, inc. uses the *confirm* and *unlimited* modes exclusively, carrying the analysis to 2 σ (95% confidence level) in accordance with EPA and HUD standards.

Numerous interior, wooden, concrete, tile, and sheetrock/plaster dwelling components are checked. These include, but are not limited to, exterior walls, wood trim, window trim and frames, door trim, frames and jambs, roof trim and soffits, interior walls, hard surface flooring, including tile floors, baseboard, tub and shower surrounds, counter tops and back splashes, cabinets, windowsills, doors, and door jambs, etc.

3. Daily Calibration:

Includes the Daily start calibrations (normally 5) with times, and includes the site "start" and "stop" calibrations, as well as any others taken against a known "assay-block" provided to iS²e, inc. by the SCITEC Corporation. The MAP 4 must always remain within ± 0.1 of the factory test calibration for that specific serial numbered MAP. It will also typically remain within ± 0.1 of the five Daily averages (column 6). XRF MAP IV, serial number M4-1377 has had an exceptional record for accuracy. It almost always calibrates at or very near the 1.35 mg/cm² certified SCITEC assay block, even early in the workday and increases its accuracy as the device warms. This XRF device was resourced and delivered by FEDEX from the SCITEC factory in Kennewick, WA, January, 2005.

4. HUD Single Family Housing Report:

This report is included for Paint Inspections (PI) because the HUD *Guidelines* require that PIs test interior and exterior walls four times (all four walls within each room group or equivalent). Additionally, this report contains current surface paint color, where the Preliminary XRF Report does not.

Lead-Based Paint—The "do's" and 'don'ts" of LBP repair:

When painted dwelling components contain LBP above the federal "action-levels": **DO NOT** allow repairs to include:

- Dry scraping or sanding, including machines, without proper vacuum collection capability
- Unconfined hydra-blasting
- Open-flame burning or torching
- Abrasive blasting or sand blasting without using HEPA vacuum exhaust tools
- Heat-guns that operate above 1100 F
- HUD does not recommend using ethylene chloride chemical strippers

When painted areas contain LBP above the federal "action-levels": **DO** require repairs to include:

- a) Use of HEPA filtering equipment attached to the sanding machines
- b) Use of HEPA filtering vacuums to clean-up the area that has been scraped or sanded
- c) Containment of the affected areas (e.g. no high winds)
- d) If doors (exterior or interior) are removed to repair jambs, then seal off the residence of affected area using plastic sheeting and tape. (e.g. if repairing
- e) A jamb on an exterior door leading to the kitchen, hang plastic sheeting with a "full-seal" tape on the inside of the door to prevent the LBP dust from migrating into the kitchen.)
- f) Disposal of any contaminants and contaminated components using proper disposal methods.

EPA's Title X, Section 1018, and TASC 402, 403, and 406 Regulations:

1. Non-Professional Repair of LBP Components:

It is often not legal to repair, abate, or apply interim controls to LBP "hazards" or painted components that contain LBP to rental properties or homes that shelter members not of your immediate family, unless you are trained to do so. However, it is permissible to make repairs when following (exactly) the written instructions of a certified LBP Risk Assessor. Those items that you can accomplish personally, involve:

- planting sod or placing other ground covering such as rock, over bare soil;
- painting surfaces that have been prepared professionally; or
- removing components that will not disturb LBP, such as doors, and then having them disposed of properly if they contain LBP.

2. Title X's Disclosure Requirements:

A copy of this report must be provided to new lessees (tenants), providing the lease exceeds 100 days, and to purchasers of this property under Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must also be provided to new purchasers and it must be made available to new tenants.

Landlords (lessors) and sellers are also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include standard warning language in their leases or sales contracts to ensure that parents have the information they need to protect their children from lead-based paint hazards.

Any repairs specified by this report, or accomplished on any of the leaded (Pb) surfaces identified in this report (See Table in Part IV, Sub-part A) should be documented on this report, attaching receipts to the report, maintaining dates, and any notes directly on the report. This report should be preserved and maintained with this dwelling. It will serve present and future homeowners with proper lead (Pb) disclosure as required by Title X, Section 1018 of Public Law 102-550.

3. Questions or Concerns:

All questions or concerns derived from the contents of this report should be directed to an **iS²e Risk Assessor**. An **iS²e Risk Assessor** can be reached by phone at 505 823-6411, or by mail at 10400 Academy Rd NE, Ste 110, Albuquerque, NM 87111.

Part IV: Lead-Based Paint Inspection Results

A. Lead-based Paint (LBP) Components—Those items that contain lead at or above 0.9 mg/cm².

Preliminary XRF Report No.	Component	Location	Color	Paint Condition	HUD/EPA Lead Status ($\geq 1.0\text{mg}/\text{cm}^2$)	OSHA Lead Potential ($\geq 0.1\text{mg}/\text{cm}^2$)	XRF Result mg/cm^2
19495	Window Frame	Exterior (Steel)	Brown	Poor	LBP	Yes	1.624
19500	Storage Door	Carport	Brown	Poor	LBP	Yes	0.999
19502	Door Jamb	Carport	Brown	Poor	LBP	Yes	0.989
19503	Carport Posts	Carport	Brown	Poor	LBP	Yes	1.138
19512	Baseboard	Living Room	White	Poor	LBP	Yes	0.972
19534	Mini-Blinds	Bedroom #2	White	Good	N/A	Yes	1.032
19538	Shower (tile)	Master Bath	Yellow	Good	Lead Glaze	Yes	15.510
19544	Countertop (tile)	Kitchen	Gray	Good	Lead Glaze	Yes	14.355

All components listed in the Table (above) contain Lead. All painted housing construction components in Table A contain Lead-Based Paint (LBP). All components in Table A that are rated "poor" or "unsat" and all of the plastic mini-blinds constitute lead (Pb) "hazards".

Ceramic Tiles and Plastic Mini-Blinds with lead (Pb) are special cases and are discussed in Parts VI, F and V of this Report.

The Leaded components are addressed in detail under Part VI, D of this Report.

B. Lead-Containing Components—Those items that contain lead at or above 0.1 mg/cm², but below 0.9 mg/cm².

Preliminary XRF Report No.	Component	Location	Color	Paint Condition	HUD/EPA Lead Status ($\geq 1.0\text{mg}/\text{cm}^2$)	OSHA Lead Potential ($\geq 0.1\text{mg}/\text{cm}^2$)	XRF Result mg/cm^2
19492	Exterior Wall	Exterior Front	Tan	Fair	Non-LBP	Yes	0.147
19496	Window Frame	Exterior Left	Brown	Poor	Non-LBP	Yes	0.591
19497	Window Frame	Exterior Back	Brown	Poor	Non-LBP	Yes	0.349
19506	Wall #1	Living Room	White	Fair	Non-LBP	Yes	0.288
19507	Wall #2	Living Room	White	Fair	Non-LBP	Yes	0.130
19510	Closet Door	Living Room	White	Fair	Non-LBP	Yes	0.590
19511	Door Jamb	Living Room	White	Fair	Non-LBP	Yes	0.546
19513	Wall #1	Bedroom #3	White	Fair	Non-LBP	Yes	0.223
19514	Wall #2	Bedroom #3	White	Fair	Non-LBP	Yes	0.375
19516	Wall #4	Bedroom #3	White	Fair	Non-LBP	Yes	0.334
19517	Baseboard	Bedroom #3	White	Poor	Non-LBP	Yes	0.650
19518	Door	Bedroom #3	White	Poor	Non-LBP	Yes	0.686
19519	Door Jamb	Bedroom #3	White	Poor	Non-LBP	Yes	0.789
19520	Closet Door	Bedroom #3	White	Poor	Non-LBP	Yes	0.450
19521	Door Jamb	Bedroom #3	White	Poor	Non-LBP	Yes	0.807
19522	Mini-Blinds	Bedroom #3	White	Fair	N/A	Yes	0.769
19523	Wall #2	Hallway	White	Fair	Non-LBP	Yes	0.227
19527	Wall #3	Full Bath	White	Fair	Non-LBP	Yes	0.536
19528	Floor (tile)	Full Bath	White	Fair	Non-LBP	Yes	0.415
19529	Ceiling	Full Bath	White	Fair	Non-LBP	Yes	0.237
19531	Wall #2	Bedroom #2	White	Fair	Non-LBP	Yes	0.203

Preliminary XRF Report No.	Component	Location	Color	Paint Condition	HUD/EPA Lead Status ($\geq 1.0 \text{ mg/cm}^2$)	OSHA Lead Potential ($\geq 0.1 \text{ mg/cm}^2$)	XRF Result mg/cm^2
19535	Door Jamb	Bedroom #2	White	Poor	Non-LBP	Yes	0.362
19539	Baseboard	Master Bath	Green	Poor	Non-LBP	Yes	0.277
19540	Wall #1	Kitchen	White	Fair	Non-LBP	Yes	0.627
19542	Wall #4	Kitchen	White	Fair	Non-LBP	Yes	0.289
19543	Cabinets	Kitchen	White	Fair	Non-LBP	Yes	0.557
19545	Baseboard	Kitchen	White	Poor	Non-LBP	Yes	0.846
19546	Door	Kitchen	White	Fair	Non-LBP	Yes	0.647
19547	Door Jamb	Kitchen	White	Poor	Non-LBP	Yes	0.740

The HUD *Guidelines* require that painted interior walls of each room must be tested during a paint inspection. The requirement is driven by the fact that the interior walls generally contain the greatest painted areas within the home, and the fact that the lead content of the paint seldom is applied or distributed evenly. The HUD *Guidelines* and EPA's *Work Practice Standards* require that all damaged (cracked/peeling) paint surfaces, as well as all surfaces under impact (doors/door jambs) or friction be tested during a LBP Risk Assessment.

While the components in Table B do contain some lead (Pb), the amount is less than that prescribed by HUD/EPA defining LBP.

The amount of lead and concentrations in the interior of this home is indicative of early 1960s interior paint.

C. Non-Lead-Containing Components—Those items that contain lead below 0.1 mg/cm^2 , or contain a negative K-shell reading.

All other components checked by XRF, throughout the property, and not listed in either of the two tables above, contained no detectable (or insignificant) lead content.

D. Paint Ratings and Repair—Regulations do not allow paint condition ratings by a paint inspector; the regulations do allow such rating during a paint inspection when performed by a risk assessor. This is done to assist the renovation contractor by alerting him/her to those painted surfaces that may require attention.

- Paints rated "Good" that contain lead present no current hazard unless disturbed.
- Paints rated "Fair" are nearing the end of their useful life and should be re-stabilized with another coat of paint before they can become a source of lead dust.
- Paints rated "Poor" (cracked) or "Unsatisfactory" (peeling) should be removed, the surfaces/substrates repaired/replaced and then re-painted. The lead paint removal process should involve capturing all of the leaded paint, not allowing it to contaminate soil or any interior surfaces.

Part V: Lead-Glazes in Ceramic Tiles

NOT A LEAD HAZARD—the gray countertop tiles in the kitchen and the yellow shower tiles in the master bathroom contain an average lead glazing at 14.933 mg/cm². The interim federal standard identifying lead-based paint contains 1.0 mg/cm² of lead. The glazing in the tiles mentioned above yields a number approximately 15 times that which defines LBP.

However, it is your **iS²e Risk Assessor's** opinion in consultation with the Region VI EPA toxic waste coordinator that these tiles currently do not present any LBP "hazard".

During renovation, if these tiles are removed/replaced (broken-up), they can create a significant amount of lead dust. Precautions should be taken during any such evolution to protect the workers, the inhabitants, and the dwelling itself. During any future renovation (when Pb painted surfaces, including the ceramic tiles, may be disturbed), Pb levels, even very low ones, can exceed OSHA respiratory Permissible Exposure (breathing) Levels (PELs), especially in confined spaces (e.g. closets, small bathrooms, etc.).

Ceramic tile has a baked-on glaze that is sufficiently durable to capture and hold any Lead Paint/glazing, so long as the glaze remains intact. The homeowner may limit his/her liability by making this report available to any contractor that attempts to remove this tile. This will alert the contractor to follow the OSHA regulations with regard to PELs. Additionally, the contractor should take ample precautions to prevent the spreading of any Pb dust during the tile removal throughout the home. These precautions should include:

- Sealing the affected rooms using plastic sheeting and masking tape;
- Removing the tiles;
- Gathering the tiles into plastic bag-lined cardboard boxes (where the bag can be closed prior to removal from the area); and
- Using HEPA filtered vacuums (going over all exposed surfaces in the affected areas, including ceilings, walls, floors, windows, frames, sills, door trim, baseboards, etc.), twice covering with the vacuum all areas of the affected rooms, prior to unsealing those rooms. Also wipe the bottoms of shoes prior to unsealing and removing the tiles from the affected room.

In order to repair any chipped or damaged tiles in the future, these should first be washed with warm, soapy water, rinsed and dried. The homeowner using epoxy-resin-paint may then repair the damaged portion of the tile. This will re-seal the lead within the glaze.

These leaded tiles should only be cleaned with pH neutral or basic solutions (soaps, aqueous bleach, or common cleaners – e.g. 409, etc.) Acid solutions, even mild ones, may eventually attack the glaze in these tiles, and therefore should not be used. Even vinegar and water, if used enough times, may break down the glaze protecting the lead in these tiles, and therefore, should not be used.

WARNING

DO NOT MIX AMMONIA AND BLEACH.
This combination will form a deadly gas!

Part VI: Lead-Based Paint Risk Assessment

A. Visual Inspection/Findings:

iS²e, inc. conducted a Lead-Based Paint (LBP) Inspection (PI) and LBP Risk Assessment (RA) 2105 Palomas Dr NE, Albuquerque, NM 87110 on May 3, 2006. The tasking was to test, using an XRF all "like" painted surfaces, especially those that were "cracked" or "peeling", and to test any painted surfaces that are subject to impact or friction, in order to determine if those surfaces contain LBP; and therefore may present LBP "hazardous" conditions. The tasking also included identification of any other lead hazards or potential lead hazards in or on this home via dust and soil testing. Ms. Mary Hernandez owns the home and was present at the time of this inspection. The City of Albuquerque's Housing Services Division (Rehabilitation Department) intends to renovate or make any necessary repairs, including the loaning of federal monies for such renovations/repairs. This home is subject to Title X lead-based paint (LBP) disclosure and inspection regulations.

2105 Palomas Dr NE is a single story, flat-roof, stucco/frame, single-family dwelling with 3 bedrooms and 1.75 bathrooms. This home comprises approximately 1031 ft², and is estimated to have been originally constructed in the early 1950's. The home faces to the east.

As can be seen in Table A, Part IV of this report, there were eight LBP or lead containing components discovered on this property during the LBP Inspection.

There are some components on the exterior and interior of this home that are not defined as having LBP, but do, however, contain lead at levels below the federal standard of 1.00 mg/cm². While these components are not reaching the lead concentrations defining LBP, one is above ½ the value defining LBP and is in "poor" or "unsatisfactory" condition. For example, the kitchen baseboard is rated to be in "Poor" paint condition and contain 0.846 mg/cm² lead, a value that is approximately 85% of the federal standard defining LBP. By federal definition the components listed in Part IV; Table B of this report do not contain LBP. They can, however, create lead dust hazards over time if not addressed. This and other similar items listed in table B should be removed or stabilized before further lead hazards are created.

A composite (smooth) floor dust sample was gathered from the side entry and bathroom of this home. A composite window sill dust sample was gathered from windows in the bedrooms kitchen and living room of this home. These points are annotated on the sketch at the end of this report.

A composite drip-line soil sample was gathered from various points near the foundation of this home. A bare soil composite yard sample was gathered from the fenced area in the backyard of this home where young children are likely to frequent. These points are annotated on the sketch at the end of this report.

The results of the dust and soil testing are discussed in Sections D and E of this Part.

B. Background/Use Information:

The home functions as a permanent single family residence. There are currently no small children living in this home.

C. Lead-Based Paint Hazard(s) Identified: Four**1. Exterior Lead-Based Paint Hazard(s): Three**

Lead Hazard #1 – The steel window frames on the home contains lead paint, is in poor or unsatisfactory condition, and is considered to be a LBP Hazard. This hazard consists of approximately 16 ft². *Removal or paint film stabilization by a certified EPA firm is required.*

Lead Hazard #2 – The carport posts contain lead paint, are in poor or unsatisfactory condition, and are considered to be a LBP Hazard. This hazard consists of approximately 12 ft². *Removal or paint film stabilization by a certified EPA firm is required.*

Lead Hazard #3– The carport storage door, and home entry door jamb contain lead paint, are in poor or unsatisfactory condition, and are considered to be a LBP Hazard. This hazard consists of approximately 4 ft². *Removal or paint film stabilization by a certified EPA firm is required.*

2. Interior Lead-Based Paint Hazard(s): One

Lead Hazard #4 – The living room baseboard contains lead paint, is in poor or unsatisfactory condition, and is considered to be a LBP Hazard. This hazard consists of approximately 8 ft². *Removal or paint film stabilization by a certified EPA firm is required.*

D. Lead Dust Hazard(s) Identified: One

The Assaigai Analytical Laboratories dust assay value for:

- The smooth floors (2) 10.3 µg/ft²

The composite smooth floor dust value is below (**passing**) the federal Risk Assessment (RA) "action-level" (40 µg/ft²). EPA's TASCAs 403 Regulation requires that composite samples be *weighted* by multiplying the laboratory value by ½ the number of sub-samples. In this case (2 x 0.5 = 1.0) 1.0 x 10.3 = 10.3 µg/ft². The Laboratory's detection limit for this sample is 2.5 µg/ft².

The Assaigai Analytical Laboratories dust assay value for:

- The window sills (4) 370 µg/ft² *weighted average*

Lead Hazard #5 – The window sill dust value is above (**ailing**) the federal Risk Assessment (RA) “action-level” (250 µg/ft²). All window sills and troughs must be thoroughly cleaned by an EPA certified firm following EPA procedures and protocols. Cleaning should follow any and all abatement or stabilization work that is done on the property. A thorough check of the windows and floors will be required during clearance.

The EPA’s TSCA 403 Regulation requires that composite samples be *weighted* by multiplying the laboratory value by ½ the number of sub-samples. In this case (4 x 0.5 = 2.0) 2.0 x 185 = 370 µg/ft². The Laboratory’s detection limit for this sample is 3.0 µg/ft².

With reasonable exterior paint maintenance, the absence of leaded mini-blinds, and quarterly cleaning, statistics show that maintaining smooth floors and window sill lead dust levels at 10 µg/ft² or less is quite possible.

E. Lead Contaminated Soil Hazard(s) Identified: NONE

The Assaigai Analytical Laboratories composite bare soil assay values for:

- The drip line..... 70.6 PPM
- The yard area 66.6 PPM

Each of these values is below (passing) the lowest federal Risk Assessment (RA) “action-level” (400 PPM for high-density children’s play area or vegetable garden). The Laboratory’s detection limit for these samples is 5.0 PPM.

iS²e, inc. does not recommend growing garden vegetables, designated for human consumption, in soils that exceed 100 PPM lead contamination.

F. Other Lead Hazard(s): One

Lead Hazard #6 – Line numbers 19522 & 19534 of the Preliminary XRF Report represents the lead value for three sets of vinyl (plastic) mini-blinds. These are located in the second and third bedrooms of the home. These mini-blinds contain sufficient lead content (0.901 mg/cm² average) to create a lead dust “hazard”. It is recommended that the homeowner/custodian should remove these sets of mini-blinds per the instructions given in this report as soon as possible and prior to any renovation.

Mini-blind removal

Mini-blinds are normally constructed from metal, wood, or poly-vinyl chloride (PVC) a plastic product. Many of the PVC type, especially those imported from other countries, do contain lead, and often at very high levels. Manufacturers of PVC products often add a metal to the PVC to stabilize the chlorine in the PVC and to provide a stiffener for the plastic. One of the less costly additives is lead acetate. This is the additive of choice most often used by third world countries, and the affected mini-blinds are then imported and normally sold at reduced prices in this country.

The ultra-violet light from the sun destabilizes the chlorine in the PVC. The metal helps slow this destabilizing process, but it still occurs. When the chlorine becomes destabilized chemically, it releases the metal, in this case lead, creating a dust on the surface of the mini-blinds. The mini-blinds fade, turn yellow, and can even have a black, dusty surface (Pb), especially on their edges in the worst cases.

It is recommended that the homeowner/custodian use the following procedures to discard the plastic mini-blinds defined above:

- (1) Place paper/plastic sheeting beneath the blinds on the floor.
- (2) Gently collapse the blinds to the top/side of the window; and
- (3) Disconnect one end of the horizontal sets. (fold the vertical sets in half in the case of VSDB).
- (4) Place a large (yard-leaf) plastic bag over the blinds, completing the disconnection. This step will require two sets of hands.
- (5) Roll-up the paper, and discard into the plastic bag with the blinds.
- (6) Wash with warm soapy water, the interior sides of windows (both glass and frames), sills, top edges of baseboards, cupboards, countertops, children's toys, walls (beneath the blinds), and hard surface floors (out to approximately 2ft. from the wall, and 2ft. either side of the window). Use disposable rubber/latex gloves. Do not try to clean more than 2-4ft² at a time, without rinsing and drying the area just cleaned.
- (7) Rinse with warm water, and dry with paper towels.
- (8) Discard gloves, towels, sponge, etc. in the plastic bag with the blinds, and discard the bag into the trash. Permit is not currently required from any housing. Commercial buildings fall under EPA's RECRA Regulation.
- (9) Do not throw the wash or rinse water out of doors. The lead may return via shoes, pet fur, etc. Pour wash and rinse water into kitchen sink, bathtub or shower drain, and rinse thoroughly. Any associated drapes, curtains, bedding, toys, etc. should be machine-washed or dry-cleaned. Discarding is recommended if washing is not practicable.
- (10) Finally, the carpets, beneath the windows, 2 feet out from the wall and 2 feet either side of each window should be washed using a warm soapy water solution, rinsing and drying thoroughly (within 24 hours). Vacuuming of the suds is also an option.

Use more suds than rinse water. Some types of mold, given some types of carpet backing and pad, can grow at the 48-96 hour point if the carpets and pads are not thoroughly dry by that time.

CDSC, HUD and EPA paid for extensive tests at certified laboratories in Denver, at NASA, and the Army's Aberdeen laboratory in Maryland approximately six years ago. The tests showed that the imported vinyl mini-blinds could shed Pb (lead) dust above the federal action level, even "new" from the box, and that the Pb dust levels would significantly increase over time with exposure to sunlight.

Amazingly, the legal staffs at HUD and EPA determined that the blinds are not a structural component of any dwelling (e.g. door, roof, floor, wall, etc.), and therefore are not to be considered a LBP "hazard" under Title X of the disclosure law.

Your iS²e, inc. Risk Assessor does consider all vinyl blinds that contain Pb at or above 0.5mg/cm² lead to be a potential "hazard". The blinds may cost \$25-30 apiece to replace, but the floors and furniture over which they can shed lead dust can cost much more, and the potential health hazard to young children, especially those under 6 years of age, can be significant. Lead dust exposure on windowsills, baseboards, kitchen counter tops, and floors can create a significant hazard for any young child, especially if the child is in the early stages of development. HUD's and EPA's legal opinions not withstanding, the public law set forth by Congress attempts to protect children from lead hazards. It is recommended that these blinds be discarded.

Part VII: Estimated Costs for the abatement/removal of Lead Hazards Identified

Cost estimates are to be completed by the City of Albuquerque's Housing Authority Inspectors and any contractors that bid the repairs.

An Interim Clearance Inspection (FCI) is recommended.

A Final Clearance Inspection (FCI) is required.

independent Special Safety evaluations,
iS2e, inc.
10408 City Lights Dr., NE
Albuquerque NM 87111-7536

Report RAW XRF Data

Customer: City of Albuquerque
1840 University Blvd SE
Albuquerque, NM 87106

Project Name: Trapp
2105 Palomas Dr NE
Albuquerque, NM 87110

Site Name: RA+PI: 1950
1031 HLA

Action Level 0.900 mg /cm2 Lab 1.000 mg /cm2

Total Assays Reported

63

#	Cust	Proj	Site	Identification Number	Sample Number	K-Shell mg/cm2	L-Shell mg/cm2	Calibration	Time (sec)	Map #
19488	0601	0008	0001	060100080001	1	0.000 X	0.000 X	NONE	0.000	0
19489	0601	0008	0001	0503609305642375	1	0.814 K	0.841 L	K-Shell	28.250	375
19490	0601	0008	0001	0113021261	1	-0.239 K	-0.026 L	K-Shell	7.350	375
19491	0601	0008	0001	3031361	1	-0.034 K	-0.166 L	K-Shell	11.530	375
19492	0601	0008	0001	3457261	1	0.147 K	-0.170 L	K-Shell	5.260	375
19493	0601	0008	0001	3521361	1	0.052 K	0.059 L	K-Shell	5.260	375
19494	0601	0008	0001	3521361	2	0.062 K	-0.176 L	K-Shell	7.350	375
19495	0601	0008	0001	3138361	1	1.624 S	0.000 X	Steel	7.350	375
19496	0601	0008	0001	0214138361	1	0.591 S	0.000 X	Steel	17.800	375
19497	0601	0008	0001	0311138361	1	0.349 S	0.000 X	Steel	17.800	375
19498	0601	0008	0001	1021261	1	-0.167 K	0.070 L	K-Shell	3.170	375
19499	0601	0008	0001	1031361	1	0.061 K	-0.161 L	K-Shell	3.170	375
19500	0601	0008	0001	1613021361	1	0.999 K	0.302 L	K-Shell	9.440	375
19501	0601	0008	0001	2021261	1	-0.038 K	-0.088 L	K-Shell	5.260	375
19502	0601	0008	0001	2031361	1	0.989 K	0.613 L	K-Shell	11.530	375
19503	0601	0008	0001	1521361	1	1.138 K	0.394 L	K-Shell	5.260	375
19504	0601	0008	0001	1521361	2	-0.099 K	-0.380 L	K-Shell	5.260	375
19505	0601	0008	0001	0503610005642375	1	0.827 K	0.916 L	K-Shell	30.340	375
19506	0601	0008	0001	2311234211	1	0.288 K	-0.488 L	K-Shell	13.620	375
19507	0601	0008	0001	2234211	1	0.130 K	-0.281 L	K-Shell	9.440	375

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Report RAW XRF Data

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Albuquerque, NM 87106

Project Name: Trapp
2105 Palomas Dr NE
Albuquerque, NM 87110

Site Name: RA+PI: 1950
1031 HLA

Action Level 0.900 mg /cm2 Lab 1.000 mg /cm2

Total Assays Reported 63

#	Cust	Proj	Site	Identification Number	Sample Number	K-Shell mg/cm2	L-Shell mg/cm2	Calibration	Time (sec)	Map #
19508	0601	0008	0001	3234211	1	0.063 K	-0.241 L	K-Shell	9.440	375
19509	0601	0008	0001	4234211	1	-0.008 K	-0.115 L	K-Shell	7.350	375
19510	0601	0008	0001	1181211	1	0.590 K	0.075 L	K-Shell	11.530	375
19511	0601	0008	0001	1431211	1	0.546 K	-0.092 L	K-Shell	11.530	375
19512	0601	0008	0001	1111311	1	0.972 K	-0.114 L	K-Shell	9.440	375
19513	0601	0008	0001	2931234211	1	0.223 K	-0.171 L	K-Shell	7.350	375
19514	0601	0008	0001	2234211	1	0.375 K	-0.174 L	K-Shell	7.350	375
19515	0601	0008	0001	3234211	1	0.084 K	0.074 L	K-Shell	5.260	375
19516	0601	0008	0001	4234211	1	0.334 K	-0.137 L	K-Shell	11.530	375
19517	0601	0008	0001	3111311	1	0.650 K	0.007 L	K-Shell	5.260	375
19518	0601	0008	0001	3421311	1	0.686 K	0.045 L	K-Shell	24.070	375
19519	0601	0008	0001	3431311	1	0.789 K	0.117 L	K-Shell	15.700	375
19520	0601	0008	0001	3181311	1	0.450 K	0.232 L	K-Shell	11.530	375
19521	0601	0008	0001	3431311	1	0.807 K	0.130 L	K-Shell	26.150	375
19522	0601	0008	0001	2134211	1	0.769 K	0.098 L	K-Shell	9.440	375
19523	0601	0008	0001	2112234211	1	0.227 K	-0.382 L	K-Shell	9.430	375
19524	0601	0008	0001	4234211	1	-0.129 K	0.112 L	K-Shell	5.260	375
19525	0601	0008	0001	2331211	1	-0.099 K	-0.048 L	K-Shell	3.170	375
19526	0601	0008	0001	3111234211	1	0.064 K	-0.001 L	K-Shell	5.260	375
19527	0601	0008	0001	3234211	1	0.536 K	-0.114 L	K-Shell	7.350	375

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Albuquerque NM 87111-7536

Report RAW XRF Data

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1840 University Blvd SE
Albuquerque, NM 87106

Project Name: Trapp
2105 Palomas Dr NE
Albuquerque, NM 87110

Site Name: RA+PI: 1950
1031 HLA

Action Level 0.900 mg /cm2 Lab 1.000 mg /cm2

Total Assays Reported 63

#	Cust	Proj	Site	Identification Number	Sample Number	K-Shell mg/cm2	L-Shell mg/cm2	Calibration	Time (sec)	Map #
19528	0601	0008	0001	5082111	1	0.415 K	0.281 L	K-Shell	13.620	375
19529	0601	0008	0001	6284211	1	0.237 K	0.076 L	K-Shell	9.440	375
19530	0601	0008	0001	2921234211	1	-0.169 K	0.072 L	K-Shell	5.260	375
19531	0601	0008	0001	2234211	1	0.203 K	-0.129 L	K-Shell	9.440	375
19532	0601	0008	0001	3234211	1	-0.089 K	-0.076 L	K-Shell	9.440	375
19533	0601	0008	0001	4234211	1	-0.125 K	-0.128 L	K-Shell	11.530	375
19534	0601	0008	0001	2164211	1	1.032 K	-0.037 L	K-Shell	1.090	375
19535	0601	0008	0001	3431341	1	0.362 K	-0.038 L	K-Shell	7.350	375
19536	0601	0008	0001	3411231561	1	-0.128 K	-0.207 L	K-Shell	3.170	375
19537	0601	0008	0001	3611234251	1	-0.002 K	-0.046 L	K-Shell	3.170	375
19538	0601	0008	0001	3372121	1	15.510 K	3.338 L	K-Shell	1.090	375
19539	0601	0008	0001	1111351	1	0.277 K	0.183 L	K-Shell	7.350	375
19540	0601	0008	0001	4111234211	1	0.627 K	0.111 L	K-Shell	9.440	375
19541	0601	0008	0001	2234211	1	-0.015 K	0.255 L	K-Shell	9.440	375
19542	0601	0008	0001	4234211	1	0.289 K	-0.055 L	K-Shell	9.440	375
19543	0601	0008	0001	3321211	1	0.557 K	0.028 L	K-Shell	7.350	375
19544	0601	0008	0001	3352111	1	14.355 K	3.002 L	K-Shell	1.090	375
19545	0601	0008	0001	1111311	1	0.846 K	-0.018 L	K-Shell	5.250	375
19546	0601	0008	0001	4421211	1	0.647 K	-0.145 L	K-Shell	7.350	375
19547	0601	0008	0001	4431311	1	0.740 K	-0.100 L	K-Shell	7.350	375

independent Special Safety evaluations,
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 Albuquerque NM 87111-7536

Report RAW XRF Data

Customer: City of Albuquerque
 1840 University Blvd SE
 Albuquerque, NM 87106

Project Name: Trapp
 2105 Palomas Dr NE
 Albuquerque, NM 87110

Site Name: RA+PI: 1950
 1031 HILA

Action Level 0.900 mg /cm2 Lab 1.000 mg /cm2

Total Assays Reported 63

#	Cust	Proj	Site	Identification Number	Sample Number	K-Shell mg/cm2	L-Shell mg/cm2	Calibration	Time (sec)	Map #
19548	0601	0008	0001	.0503610455642375	1	0.970 K	0.948 L	K-Shell	72.150	375
19549	0601	0008	0001	.0503610455642375	2	1.064 K	0.893 L	K-Shell	21.980	375
19550	0601	0008	0001	.0503610455642375	3	0.905 K	0.939 L	K-Shell	26.160	375

Independent Special Safety evaluations,
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Albuquerque NM 87111-7536

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1840 University Blvd SE
Albuquerque, NM 87106

Project Name: Trapp
2105 Palomas Dr NE
Albuquerque, NM 87110

Site Name: RA+PI: 1950
1031 HLA

Preliminary XRF

Action Level 0.900 mg/cm2 Lab 1.000 mg/cm2

Total Assays Reported

57

#	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
19490	0001	Ext. Front	1	Rear	Entry Door	Wood	Fair	-0.239 K	-0.026 L	375	UNLM	Neg
19491	0001	Ext. Front	1	Rear	Door Jamb	Wood	Poor	-0.034 K	-0.166 L	375	UNLM	Neg
19492	0001	Ext. Front	1	Rear	Exterior Wall	Concrete	Fair	0.147 K	-0.170 L	375	UNLM	Neg
19493	0001	Ext. Front	1	Rear	Porch Post	Wood	Poor	0.052 K	0.059 L	375	UNLM	Neg
19494	0001	Ext. Front	1	Rear	Porch Post	Wood	Poor	0.062 K	-0.176 L	375	UNLM	Neg
19496	0001	Ext. L-Side	1	R-Sid	Window - Frame	Steel	Poor	0.591 S	0.000 X	375	UNLM	Neg
19497	0001	Ext. Back	1	Front	Window - Frame	Steel	Poor	0.349 S	0.000 X	375	UNLM	Neg
19498	0001	Ext. Back	1	Front	Entry Door	Wood	Fair	-0.167 K	0.070 L	375	UNLM	Neg
19499	0001	Ext. Back	1	Front	Door Jamb	Wood	Poor	0.061 K	-0.161 L	375	UNLM	Neg
19501	0001	Carpport	1	L-Sid	Entry Door	Wood	Fair	-0.038 K	-0.088 L	375	UNLM	Neg
19504	0001	Carpport	1	Front	Porch Post	Wood	Poor	-0.099 K	-0.380 L	375	UNLM	Neg
19506	0001	Living Room	1	Front	Interior Wall	Sheetrock	Fair	0.288 K	-0.488 L	375	UNLM	Neg
19507	0001	Living Room	1	L-Sid	Interior Wall	Sheetrock	Fair	0.130 K	-0.281 L	375	UNLM	Neg
19508	0001	Living Room	1	Rear	Interior Wall	Sheetrock	Fair	0.063 K	-0.241 L	375	UNLM	Neg
19509	0001	Living Room	1	R-Sid	Interior Wall	Sheetrock	Fair	-0.008 K	-0.115 L	375	UNLM	Neg
19510	0001	Living Room	1	Front	Closet Door	Wood	Fair	0.590 K	0.075 L	375	UNLM	Neg
19511	0001	Living Room	1	Front	Interior Door	Wood	Fair	0.546 K	-0.092 L	375	UNLM	Neg

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 Albuquerque, NM 87110

Site Name: RA+PI: 1950
 1031 HLA

Preliminary XRF

Action Level 0.900 mg/cm2 Lab 1.000 mg/cm2

Total Assays Reported 57

#	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
19513	0001	Bedroom	3	Front	Baseboard	Wood	Poor	0.972 K	0.141 L	375	UNLM	Neg
19514	0001	Bedroom	3	Front	Interior Wall	Sheetrock	Fair	0.223 K	-0.171 L	375	UNLM	Neg
19515	0001	Bedroom	3	L-Sid	Interior Wall	Sheetrock	Fair	0.375 K	-0.174 L	375	UNLM	Neg
19516	0001	Bedroom	3	Rear	Interior Wall	Sheetrock	Fair	0.084 K	0.074 L	375	UNLM	Neg
19517	0001	Bedroom	3	Rear	Interior Wall	Sheetrock	Fair	0.334 K	-0.137 L	375	UNLM	Neg
19518	0001	Bedroom	3	Rear	Baseboard	Wood	Poor	0.650 K	0.007 L	375	UNLM	Neg
19519	0001	Bedroom	3	Rear	Interior Door	Wood	Poor	0.686 K	0.045 L	375	UNLM	Neg
19520	0001	Bedroom	3	Rear	Interior Door	Wood	Poor	0.789 K	0.117 L	375	UNLM	Neg
19521	0001	Bedroom	3	Rear	Closet Door	Wood	Poor	0.450 K	0.232 L	375	UNLM	Neg
19522	0001	Bedroom	3	Rear	Interior Door	Wood	Poor	0.807 K	0.130 L	375	UNLM	Neg
19523	0001	Bedroom	3	L-Sid	Window - Frame	Sheetrock	Fair	0.769 K	0.098 L	375	UNLM	Neg
19524	0001	Hallway	1	L-Sid	Interior Wall	Sheetrock	Fair	0.227 K	-0.382 L	375	UNLM	Neg
19525	0001	Hallway	1	R-Sid	Interior Wall	Sheetrock	Fair	-0.129 K	0.112 L	375	UNLM	Neg
19526	0001	Hallway	1	L-Sid	Cabinets -	Wood	Fair	-0.099 K	-0.048 L	375	UNLM	Neg
19527	0001	Bath - Full	1	Front	Interior Wall	Sheetrock	Fair	0.064 K	-0.001 L	375	UNLM	Neg
19528	0001	Bath - Full	1	Rear	Interior Wall	Sheetrock	Fair	0.536 K	-0.114 L	375	UNLM	Neg
19529	0001	Bath - Full	1	Floor	Floor -	Tile	Good	0.415 K	0.281 L	375	UNLM	Neg
19530	0001	Bath - Full	1	Ceiling	Ceiling	Sheetrock	Fair	0.237 K	0.076 L	375	UNLM	Neg
19531	0001	Bedroom	2	Front	Interior Wall	Sheetrock	Fair	-0.169 K	0.072 L	375	UNLM	Neg
19532	0001	Bedroom	2	L-Sid	Interior Wall	Sheetrock	Fair	0.203 K	-0.129 L	375	UNLM	Neg
19532	0001	Bedroom	2	Rear	Interior Wall	Sheetrock	Fair	-0.089 K	-0.076 L	375	UNLM	Neg

Independent Special Safety evaluations,
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Albuquerque NM 87111-7536

Preliminary XRF

Customer: City of Albuquerque
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Albuquerque, NM 87106

Project Name: Trapp
2105 Palomas Dr NE
Albuquerque, NM 87110

Site Name: RA+PI: 1950
1031 HLA

Action Level 0.900 mg/cm2 Lab 1.000 mg/cm2

Total Assays Reported

57

#	Site	Room Tested	#	Wall	Component	Substrate	Paint Condition	K-Shell mg/cm2	L-Shell mg/cm2	Map #	Type	Result
19533	0001	Bedroom	2	R-Sid	Interior Wall	Sheetrock	Fair	-0.125 K	-0.128 L	375	UNLM	Neg
19535	0001	Bedroom	2	Rear	Interior Door	Wood	Poor	0.362 K	-0.038 L	375	UNLM	Neg
19536	0001	Master Bedroom	1	Front	Interior Wall	Wood	Stain	-0.128 K	-0.207 L	375	UNLM	Neg
19537	0001	Master Bath	1	Front	Interior Wall	Sheetrock	Fair	-0.002 K	-0.046 L	375	UNLM	Neg
19539	0001	Master Bath	1	Front	Baseboard	Wood	Poor	0.277 K	0.183 L	375	UNLM	Neg
19540	0001	Kitchen	1	Front	Interior Wall	Sheetrock	Fair	0.627 K	0.111 L	375	UNLM	Neg
19541	0001	Kitchen	1	L-Sid	Interior Wall	Sheetrock	Fair	-0.015 K	0.255 L	375	UNLM	Neg
19542	0001	Kitchen	1	R-Sid	Interior Wall	Sheetrock	Fair	0.289 K	-0.055 L	375	UNLM	Neg
19549	0001	Kitchen	1	Rear	Kitchen	Wood	Fair	0.557 K	0.028 L	375	UNLM	Neg
19545	0001	Kitchen	1	Front	Baseboard	Wood	Poor	0.846 K	-0.018 L	375	UNLM	Neg
19546	0001	Kitchen	1	R-Sid	Interior Door	Wood	Fair	0.647 K	-0.145 L	375	UNLM	Neg
19547	0001	Kitchen	1	R-Sid	Interior Door	Wood	Poor	0.740 K	-0.100 L	375	UNLM	Neg

independent Special Safety evaluations,
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Albuquerque NM 87111-7536

Single Family HUD Data Sheet

Customer: City of Albuquerque
1840 University Blvd SE
Albuquerque, NM 87106

Project Name: Trapp
2105 Palomas Dr NE
Albuquerque, NM 87110

Site Name: RA+PI: 1950
1031 HLA

Action Level 0.900 mg/cm2 Lab 1.000 mg/cm2 Total Assays Reported 57

Map #	Room Tested	#	Grp	Wall	Component	Substrate	Paint Color	Paint Cond	K-Shell mg/cm2	Average	Lab	Result
375	Ext. Front	1	(GX)	Rear	Entry Door	Wood	Brown	Fair	-0.239 K	-0.239		Neg
375	Ext. Front	1	(GX)	Rear	Door Jamb	Wood	Brown	Poor	-0.034 K	-0.034		Neg
375	Ext. Front	1	(GX)	Rear	Window - Frame	Steel	Brown	Poor	1.624 S	1.624		Pos
375	Ext. Front	1	(GX)	Rear	Exterior Wall	Concrete	Brown	Fair	0.147 K	0.147		Neg
375	Ext. Front	1	(GX)	Rear	Porch Post	Wood	Brown	Poor	0.052 K	0.057		Neg
375	Ext. Front	1	(GX)	Rear	Porch Post	Wood	Brown	Poor	0.062 K			Neg
375	Ext. L-Side	1	(GX)	R-Sid	Window - Frame	Steel	Brown	Poor	0.591 S	0.591		Neg
375	Ext. Back	1	(GX)	Front	Entry Door	Wood	Brown	Fair	-0.167 K	-0.167		Neg
375	Ext. Back	1	(GX)	Front	Door Jamb	Wood	Brown	Poor	0.061 K	0.061		Neg
375	Ext. Back	1	(GX)	Front	Window - Frame	Steel	Brown	Poor	0.349 S	0.349		Neg
375	Carpport	1	(GX)	Rear	Entry Door	Wood	Brown	Poor	0.999 K	0.481		Pos
375	Carpport	1	(GX)	L-Sid	Entry Door	Wood	Brown	Fair	-0.038 K			Pos
375	Carpport	1	(GX)	L-Sid	Door Jamb	Wood	Brown	Poor	0.989 K	0.989		Pos
375	Carpport	1	(GX)	Front	Porch Post	Wood	Brown	Poor	1.138 K	0.520		Pos
375	Carpport	1	(GX)	Front	Porch Post	Wood	Brown	Poor	-0.099 K			Pos
375	Hallway	1	(GX)	L-Sid	Interior Wall	Sheetrock	White	Fair	0.227 K	0.049		Neg
375	Hallway	1	(GX)	R-Sid	Interior Wall	Sheetrock	White	Fair	-0.129 K			Neg
375	Hallway	1	(GX)	L-Sid	Cabinets -	Wood	White	Fair	-0.099 K	-0.099		Neg
375	Living	1	(GX)	Front	Baseboard	Wood	White	Poor	0.972 K	0.972		Pos
375	Living	1	(GX)	Front	Closet Door	Wood	White	Fair	0.590 K	0.590		Neg

independent Special Safety evaluations,
 iS2e, inc.
 10408 City Lights Dr., NE
 Albuquerque NM 87111-7536

Single Family HUD Data Sheet

Customer: City of Albuquerque
 1840 University Blvd SE
 Albuquerque, NM 87106

Project Name: Trapp
 2105 Palomas Dr NE
 Albuquerque, NM 87110

Site Name: RA+PI: 1950
 1031 HLA

Action Level 0.900 mg/cm2		Lab 1.000 mg/cm2		Total Assays Reported							57	
Map #	Room Tested	#	Grp	Wall	Component	Substrate	Paint Color	Paint Cond	K-Shell mg/cm2	Average	Lab	Result
375	Living	1	(GX)	Front	Interior Wall	Sheetrock	White	Fair	0.288 K	0.118		Neg
375	Living	1	(GX)	L-Sid	Interior Wall	Sheetrock	White	Fair	0.130 K			
375	Living	1	(GX)	Rear	Interior Wall	Sheetrock	White	Fair	0.063 K			
375	Living	1	(GX)	R-Sid	Interior Wall	Sheetrock	White	Fair	-0.008 K			
375	Living	1	(GX)	Front	Interior Door	Wood	White	Fair	0.546 K	0.546		Neg
375	Bedroom	3	(GX)	Rear	Baseboard	Wood	White	Poor	0.650 K	0.650		Neg
375	Bedroom	3	(GX)	L-Sid	Window - Frame	Sheetrock	White	Fair	0.769 K	0.769		Neg
375	Bedroom	2	(GX)	L-Sid	Mini-Blinds	Sheetrock	White	Fair	1.032 K	1.032		Pos
375	Bedroom	3	(GX)	Rear	Closet Door	Wood	White	Poor	0.450 K	0.450		Neg
375	Bedroom	3	(GX)	Front	Interior Wall	Sheetrock	White	Fair	0.223 K	0.254		Neg
375	Bedroom	3	(GX)	L-Sid	Interior Wall	Sheetrock	White	Fair	0.375 K			
375	Bedroom	3	(GX)	Rear	Interior Wall	Sheetrock	White	Fair	0.084 K			
375	Bedroom	3	(GX)	R-Sid	Interior Wall	Sheetrock	White	Fair	0.334 K			
375	Bedroom	2	(GX)	Front	Interior Wall	Sheetrock	White	Fair	-0.169 K	-0.045		Neg
375	Bedroom	2	(GX)	L-Sid	Interior Wall	Sheetrock	White	Fair	0.203 K			
375	Bedroom	2	(GX)	Rear	Interior Wall	Sheetrock	White	Fair	-0.089 K			
375	Bedroom	2	(GX)	R-Sid	Interior Wall	Sheetrock	White	Fair	-0.125 K			
375	Bedroom	3	(GX)	Rear	Interior Door	Wood	White	Poor	0.686 K	0.686		Neg
375	Bedroom	3	(GX)	Rear	Interior Door	Wood	White	Poor	0.789 K	0.798		Neg
375	Bedroom	3	(GX)	Rear	Interior Door	Wood	White	Poor	0.807 K			

Independent Special Safety evaluations,
iS2e, inc.
10408 City Lights Dr., NE
Albuquerque NM 87111-7536

Single Family HUD Data Sheet

Customer: City of Albuquerque
1840 University Blvd SE
Albuquerque, NM 87106

Project Name: Trapp
2105 Palomas Dr NE
Albuquerque, NM 87110

Site Name: RA+PI: 1950
1031 HLA

Action Level 0.900 mg/cm2 Lab 1.000 mg/cm2

Map #	Room Tested	#	Grp	Wall	Component	Substrate	Paint Color	Paint Cond	K-Shell mg/cm2	Total Assays Reported		Result
										Average	Lab	
375	Bedroom	2	(GX)	Rear	Interior Door	Wood	Red	Poor	0.362 K	0.362		Neg
375	Bath - Full	1	(GX)	Floor	Floor -	Tile	White	Good	0.415 K	0.415		Neg
375	Bath - Full	1	(GX)	Front	Interior Wall	Sheetrock	White	Fair	0.064 K	0.300		Neg
375	Bath - Full	1	(GX)	Rear	Interior Wall	Sheetrock	White	Fair	0.536 K			Neg
375	Bath - Full	1	(GX)	Ceilin	Ceiling	Sheetrock	White	Fair	0.237 K	0.237		Neg
375	Master	1	(GX)	Front	Interior Wall	Wood	Brown	Stain	-0.128 K	-0.128		Neg
375	Master	1	(GX)	Front	Baseboard	Wood	Green	Poor	0.277 K	0.277		Neg
375	Master	1	(GX)	Front	Interior Wall	Sheetrock	Green	Fair	-0.002 K	-0.002		Neg
375	Master	1	(GX)	Rear	Shower	Tile	Yellow	Good	15.510 K	15.510		Pos
375	Kitchen	1	(GX)	Front	Baseboard	Wood	White	Poor	0.846 K	0.846		Neg
375	Kitchen	1	(GX)	Front	Interior Wall	Sheetrock	White	Fair	0.627 K	0.300		Neg
375	Kitchen	1	(GX)	L-Sid	Interior Wall	Sheetrock	White	Fair	-0.015 K			Neg
375	Kitchen	1	(GX)	R-Sid	Interior Wall	Sheetrock	White	Fair	0.289 K			Neg
375	Kitchen	1	(GX)	Rear	Kitchen	Wood	White	Fair	0.557 K	0.557		Neg
375	Kitchen	1	(GX)	Rear	Counter Top	Tile	White	Good	14.355 K	14.355		Pos
375	Kitchen	1	(GX)	R-Sid	Interior Door	Wood	White	Fair	0.647 K	0.647		Neg
375	Kitchen	1	(GX)	R-Sid	Interior Door	Wood	White	Poor	0.740 K	0.740		Neg

independent Special Safety evaluations,
 iS2e, inc.
 10408 City Lights Dr., NE
 Albuquerque NM 87111-7536

Daily Calibration

Project	Site	Date	Time	K-Shell mg/cm2	K-Avg. mg/cm2	L-Shell mg/cm2	L-Avg. mg/cm2	Scanner #	Instr #	Oper
Starting Calibration		05/03/190	09:26A	0.756	0.786	0.860	0.867	M41375	375	5642
Starting Calibration		05/03/190	09:27A	0.783		0.885		M41375	375	5642
Starting Calibration		05/03/190	09:28A	0.762		0.790		M41375	375	5642
Starting Calibration		05/03/190	09:28A	0.903		0.820		M41375	375	5642
Starting Calibration		05/03/190	09:29A	0.726		0.980		M41375	375	5642
0008	0001	05/03/190	09:30A	0.814	0.814	0.841	0.841	M41375	375	5642
0008	0001	05/03/190	09:48A	0.827	0.827	0.916	0.916	M41375	375	5642
0008	0001	05/03/190	10:18A	0.970	0.970	0.948	0.948	M41375	375	5642
0008	0001	05/03/190	10:19A	1.064	1.064	0.893	0.893	M41375	375	5642
0008	0001	05/03/190	10:20A	0.905	0.905	0.939	0.939	M41375	375	5642

060100080001 RA+PI 5-3-06

EXISTING RESIDENCE OF EDWIN & DOROTHY TRAPP

2015 PALOMAS DR. N.E. PHONE # 232-9878

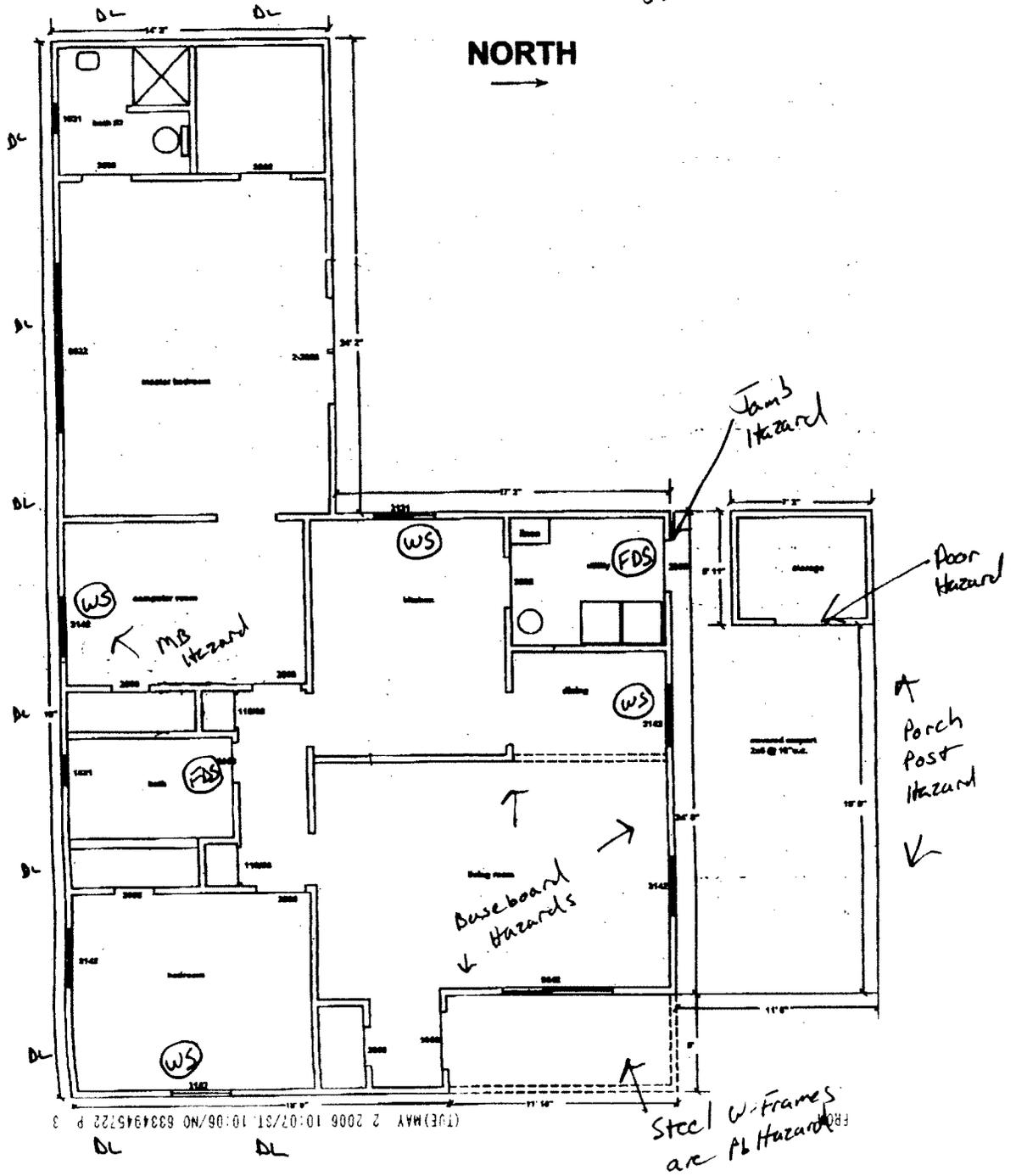
SCALE 3/16" = 1 FT.

TOTAL HEATED AREA 1031 SQ.FT.

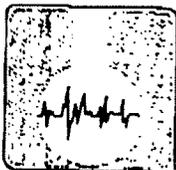
INTERIOR HEATED AREA 1006 SQ.FT.

CARPENT & PORCH AREA 307 SQ.FT.

YD YD YD YD
YD YD YD YD



(TUE) MAY 2 2006 10:07:51.10:06/NO 6334945122 P 3



**ASSAIGAI
ANALYTICAL
LABORATORIES, INC.**

4301 Masthead NE, Ste. A • Albuquerque, New Mexico 87109 • (505) 345-8964 • FAX (505) 345-7259
 3332 Wedgewood, Ste. N • El Paso, Texas 79925 • (915) 593-6000 • FAX (915) 593-7820
 127 Eastgate Drive, 212-C • Los Alamos, New Mexico 87544 • (505) 662-2558

IS2E, INC.
 attn: **BOB KNOWLES**
 9312 PEBBLE BEACH NE
 ALBUQUERQUE NM 87111

Explanation of codes	
B	Analyte Detected in Method Blank
E	Result is Estimated
H	Analyzed Out of Hold Time
N	Tentatively Identified Compound
S	Subcontracted
1-8	See Footnote

Assaigai Analytical Laboratories, Inc.

STANDARD

Certificate of Analysis

All samples are reported on an "as received" basis, unless otherwise noted (i.e. - Dry Weight).

Client: **IS2E, INC.**
 Project: **0601-0008-0001**
 Order: **0605072 IS2E01** Receipt: **05-03-06**

[Signature]
 William P. [Name] President of Assaigai Analytical Laboratories, Inc.

Sample: **0601-0008-0001 FLOORS X2 (SM)** Collected: **05-04-06 9:30:00** By: **SK**
 Matrix: **D**

QC Group	Run Sequence	CAS #	Analyte	Result	Units	Dilution Factor	Detection Limit	Code	Prep Date	Run Date
0605072-0001A	MT.2006.830.14	SW846 3050B/7000 series AA-FL 7439-92-1	Lead	10.3	ug / ft2	1	2.5	By: BAS	05-04-06	05-05-06

Sample: **0601-0008-0001 W-SILLS X4** Collected: **05-03-06 9:45:00** By: **SK**
 Matrix: **D**

QC Group	Run Sequence	CAS #	Analyte	Result	Units	Dilution Factor	Detection Limit	Code	Prep Date	Run Date
0605072-0002A	MT.2006.830.16	SW846 3050B/7000 series AA-FL 7439-92-1	Lead	185	ug / ft2	5	3	By: BAS	05-04-06	05-05-06

Sample: **0601-0008-0001 SOIL-DL** Collected: **05-03-06 10:00:00** By: **SK**
 Matrix: **S**

QC Group	Run Sequence	CAS #	Analyte	Result	Units	Dilution Factor	Detection Limit	Code	Prep Date	Run Date
0605072-0003A	MT.2006.830.22	SW846 3050B/7000 series AA-FL 7439-92-1	Lead	70.6	ppm	1	5	By: BAS	05-05-06	05-05-06



Assagai Analytical Laboratories, Inc.



Certificate of Analysis

All samples are reported on an "as received" basis, unless otherwise noted (i.e. - Dry Weight).

Client: **IS2E, INC.**
 Project: **0601-0008-0001**
 Order: **0605072 IS2E01** Receipt: **05-03-06**

Sample: **0601-0008-0001 SOIL-YD** Collected: **05-03-06 10:15:00** By: **SK**
 Matrix: **S**

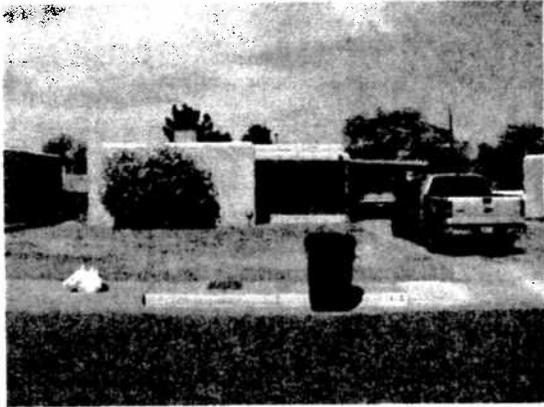
QC Group	Run Sequence	CAS #	Analyte	Result	Units	Dilution Factor	Detection Limit	Code	Prep Date	Run Date
0605072-0004A		SW846 3050B/7000 series AA-FL								
M09479	MT.2006.830.28	7439-92-1	Lead	66.6	ppm	1	5		05-05-06	05-05-06

By: **BAS**

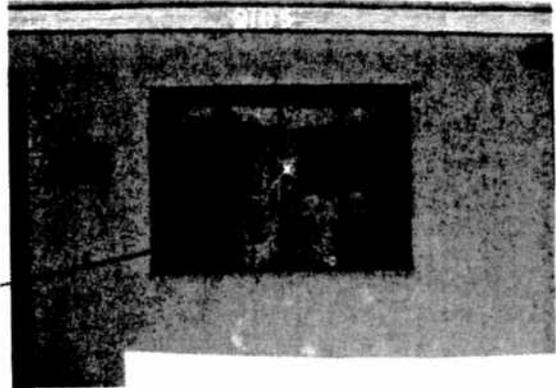
Unless otherwise noted, all samples were received in acceptable condition and all sampling was performed by client or client representative. Sample result of ND indicates Not Detected, ie result is less than the sample specific Detection Limit. Sample specific Detection Limit is determined by multiplying the sample Dilution Factor by the listed Reporting Detection Limit. All results relate only to the items tested. Any miscellaneous workorder information or footnotes will appear below.

Analytical results are not corrected for method blank or field blank contamination.

City of Albuquerque: RA+PI— 2105 Palomas Dr NE



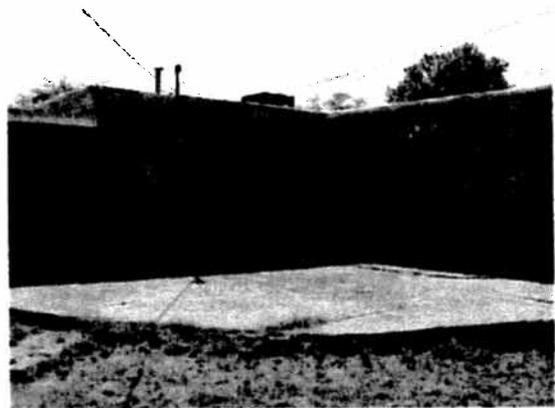
Exterior Front of Home



Window Frame Hazards



Exterior Left Side of Home



Exterior Back of Home

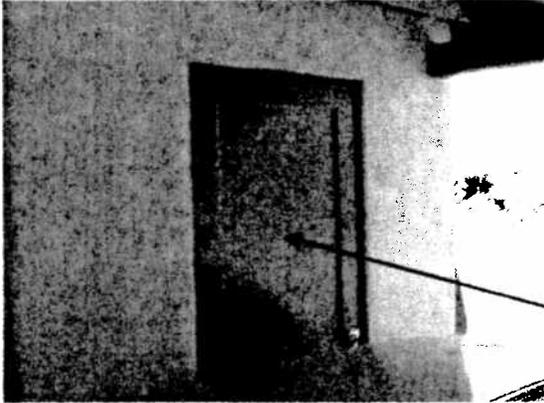


Carport

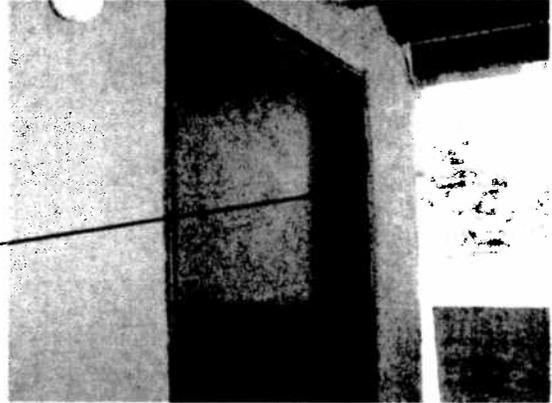


Carport Post Hazard

City of Albuquerque: RA+PI— 2105 Palomas Dr NE



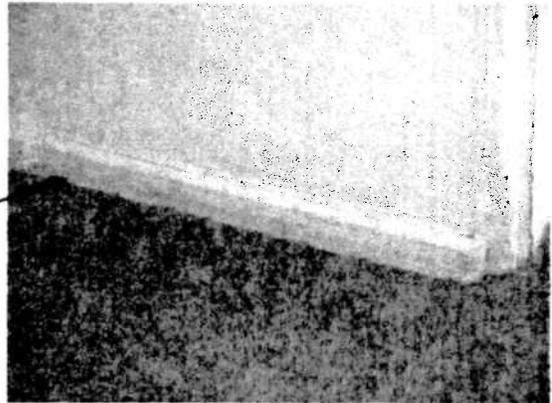
Storage Door Hazard



Entry Door Jamb Hazard



Living Room



Baseboard Hazard



Bedroom #3

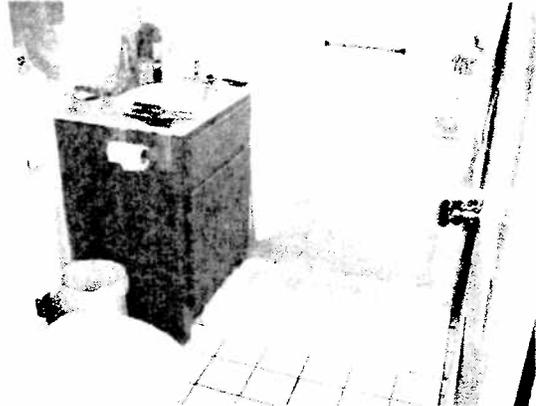


MB Hazard

City of Albuquerque: RA+PI— 2105 Palomas Dr NE



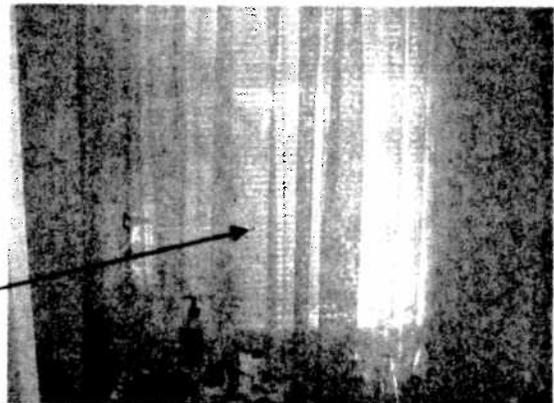
Hallway



Full Bath



Bedroom #2



MB Hazard

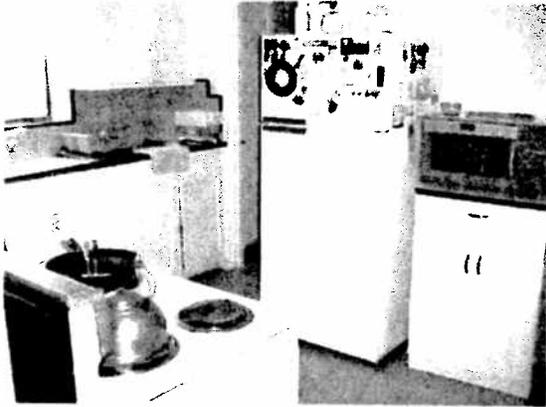


Master Bedroom



Master Bath

City of Albuquerque: RA+PI— 2105 Palomas Dr NE



Kitchen

PAGE 50
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2007-126-BH

SUPPLEMENTAL TERMS AND CONDITIONS:

THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE IN ADDITION TO THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND, IN THE EVENT THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THE GENERAL INSTRUCTIONS, TERMS AND CONDITIONS AND THESE SUPPLEMENTAL TERMS AND CONDITIONS, THE PROVISIONS OF THESE SUPPLEMENTAL TERMS AND CONDITIONS SHALL CONTROL.

AWARD OF CONTRACT - MULTIPLE AWARDS:

THE CITY RESERVES THE RIGHT TO MAKE MULTIPLE AWARDS AS A RESULT OF THIS REQUEST IF DOING SO MAY BE ADVANTAGEOUS TO THE CITY.

CONTRACT PERIOD - 24 MONTHS:

A CONTRACT RESULTING FROM THIS REQUEST WILL BE EFFECTIVE FOR TWENTY-FOUR (24) MONTHS FROM THE DATE OF ISSUE OF THE PURCHASE ORDER UNLESS OTHERWISE SPECIFIED IN THE

CONTRACT PERIOD - EXTENSION OF:

ANY CONTRACT RESULTING FROM THIS REQUEST MAY BE EXTENDED FOR AN ADDITIONAL TWELVE (12) MONTH PERIOD OR ANY PART OF A TWELVE (12) MONTH PERIOD BY MUTUAL AGREEMENT BETWEEN THE CONTRACTOR(S) AND THE CITY.

DAMAGE RESPONSIBILITY FOR:

THE SUCCESSFUL OFFEROR TO THIS REQUEST SHALL BE RESPONSIBLE FOR ANY DAMAGE CAUSED DURING REMOVAL OR INSTALLATION. DAMAGE SHALL BE REPORTED IMMEDIATELY TO THE DESIGNATED CITY REPRESENTATIVE.

PAGE 51
SUPPLEMENTAL TERMS AND CONDITIONS
REQUEST NUMBER: RFB2007-126-BH

GUARANTEED PERFORMANCE:

THE OFFEROR, IF AWARDED A CONTRACT AS A RESULT OF THIS REQUEST, GUARANTEES THAT THE MATERIALS SUPPLIED ARE CAPABLE OF THE PERFORMANCE REQUIRED IN THE SPECIFICATIONS IN THIS REQUEST, AND AGREES TO MAKE SUCH CHANGES, ADJUSTMENTS OR REPLACEMENTS AS ARE IMMEDIATELY NECESSARY IN ORDER FOR THE MATERIALS TO MEET THE PURCHASING REQUIREMENTS AT NO COST TO THE CITY. IF DEFECTS OR SPECIFICATION FAILURES ARE DISCOVERED, THE PURCHASING OFFICER SHALL HAVE THE RIGHT, NOTWITHSTANDING ACCEPTANCE AND PAYMENT, TO REQUIRE THE UNIT/ITEM TO BE PROPERLY FURNISHED IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS AT THE COST AND EXPENSE OF THE OFFEROR OR THE OFFEROR'S SURETY.

LAWS AND REGULATIONS:

THE OFFEROR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES AND REGULATIONS THAT APPLY TO THIS WORK. THE OFFEROR SHALL OBTAIN AND PAY FOR ALL PERMITS AND LICENSES NECESSARY TO EXECUTE AND COMPLETE THE WORK. ALL REQUIRED LICENSES MUST BE IN FORCE AT THE TIME OF SUBMISSION OF AN OFFER AND REMAIN IN FORCE DURING THE ENTIRE PERIOD OF ANY CONTRACT RESULTING FROM THIS REQUEST. FAILURE TO PROVIDE PROOF OF REQUIRED LICENSES IN FORCE WILL RESULT IN THE OFFER BEING JUDGED NON-RESPONSIVE.

REMOVING DEBRIS AND CLEANING THE AREA:

THE OFFEROR SHALL, DURING THE PROGRESS OF THE WORK, REMOVE AND DISPOSE OF ALL DEBRIS AND KEEP THE PREMISES CLEAN AND SAFE. WHEN THE WORK IS COMPLETE, THE OFFEROR SHALL REMOVE ALL CONSTRUCTION EQUIPMENT AND SURPLUS MATERIALS (EXCEPT MATERIALS THAT ARE TO REMAIN THE PROPERTY OF THE CITY AS PROVIDED IN THE SPECIFICATIONS) AND LEAVE THE PREMISES IN A CLEAN CONDITION SATISFACTORY TO THE CITY.

RISKS:

ALL RISK OF DETERIORATION, DESTRUCTION, AND LOSS OF MATERIALS AND EQUIPMENT STORED AT THE SITE OF THE WORK SHALL BE BORNE BY THE OFFEROR.

WORKING CONDITIONS:

THE CITY IS NOT RESPONSIBLE FOR OBSTACLES, UNFAVORABLE CONDITIONS, OR HAZARDS, WHICH MAY BE ENCOUNTERED BY THE OFFEROR, BOTH ABOVE AND BELOW GROUND. THESE CONDITIONS ARE PART OF THE RISK AND RESPONSIBILITY OF THE OFFEROR.

CITY OF ALBUQUERQUE

GENERAL INSTRUCTIONS, TERMS, AND CONDITIONS

IMPORTANT: READ CAREFULLY BEFORE SUBMITTING OFFERS. FAILURE TO DO SO SHALL NOT ABSOLVE THE OFFEROR FROM RESPONSIBILITY TO PERFORM OR DELIVER AS SPECIFIED.

1. **Applicability:** Except as otherwise specifically provided in this Request, these General Instructions, Terms, and Conditions shall govern the procurement of the items specified in this Request. In the event of a conflict between these General Instructions, Terms, and Conditions, Supplemental Conditions or the specifications of this bid, the order of applications shall be the Specifications, Supplemental Conditions, and the General Instructions, Terms and Conditions. In addition, the Public Purchases Ordinance (Section 5-5-1 *et seq.* ROA 1994) and promulgated Rules and Regulations shall apply.
2. **Definitions:** As used in this request, the definitions of the Public Purchases Ordinance (Section 5-5-2 ROA 1994) apply including the following:
 - A. “City” means the City of Albuquerque, New Mexico.
 - B. “Contract” means any agreement for the procurement of goods, services, construction or concessions. A purchase order issued in response to an offer constitutes a contract.
 - C. “Contractor” means an Offeror who has been awarded a contract.
 - D. “Offeror” means a business that submits a response to a competitive solicitation.
 - E. “Purchase Order” means a document issued by the Purchasing Office directing the Contractor to deliver goods, services or construction.
 - F. “Purchasing Office” means the Purchasing Division of the Department of Finance & Administrative Services of the City.
 - G. “Purchasing Officer” means the person charged with the responsibility of administering the Purchasing Office.
 - H. “Request” means all documents, including those attached or incorporated by reference, issued by the Purchasing Office for soliciting offers to provide goods, services or construction.
 - I. “Responsible Offeror” means a business which has the capability in all respects to perform fully the contract requirements set out in the competitive solicitation, and the integrity and reliability which will assure good faith performance, and who has not violated or attempted to violate any provision of law or ethical conduct. Factors which may be considered in determining the Offeror’s capability to perform, among others, are its financial resources, production or service facilities, service reputation and experience.
 - J. “Responsive Offer” means a written offer to furnish goods, services or construction in conformity with standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

3. Preparation of Offer:

- A. Submission: All offers must be submitted on the Request for Bid Form enclosed. Failure to do so may disqualify your offer. It is the responsibility of the Offeror to submit sufficient additional information to allow for a thorough evaluation of the offer submitted.**
- B. Preparation Method: All information required in this Request must be typewritten or handwritten in ink and must be legible. Erasures or other changes must be initialed by the person signing the offer. Each offer must be signed on the appropriate pages by an individual authorized to bind the Offeror submitting the offer.**
- C. Unit Prices: The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation.**

Unit prices offered should be for the units specified.

- D. Delivery Time: Delivery time stated in the specifications shall apply. Deviations by the Offeror shall be stated on the Exception Form. Time, if stated in number of days, will be consecutive calendar days.**
- E. Payment Terms: The Request for Bid Form provides space for the Offeror to identify the payment terms that the Offeror is offering. Terms of less than twenty (20) days will not be considered. The discount term shall not begin until the goods, services or construction have been delivered and accepted and the correct invoice received in the City's Accounts Payable Office.**

Prompt payment discounts will NOT be used as a factor in determining the lowest responsive offer.

- F. Freight Policy: Freight will be F.O.B. Destination (as indicated on the Request Form), Freight Prepaid, unless otherwise specified in this Request.**
- G. Taxes: Offerors shall include any applicable gross receipts taxes in its offered price, unless specified otherwise in this request, and such offer will be construed in that manner. The City will, under appropriate circumstances, furnish a non-taxable transaction certificate. Determination of whether the tax is due and payment of the tax is the responsibility of the Offeror. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the services to which the taxes apply.**
- H. New Material, Etc.: All materials, supplies, equipment, and vehicles specified in this Request shall be new, the latest in production and manufactured within the last twelve (12) months (computed from the date and time of offer opening) unless otherwise indicated. This does not apply to materials, supplies, equipment or vehicles used by the Contractor to provide the required items of tangible personal property, services or construction.**
- I. Warranty: Materials furnished by the successful Offeror shall be accompanied by the manufacturer's written warranty against defects in quality, craftsmanship, and materials.**

The Offeror agrees that the items of tangible personal property, services or construction furnished under any contract resulting from this Request shall be covered by the most favorable

commercial warranties the Offeror gives to any customer for such items. Further, the Offeror agrees that the rights and remedies provided in such warranties extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this Request. The Offeror agrees not to disclaim warranties of fitness for a particular purpose of merchantability. Warranties shall become effective at the time of acceptance.

- J. **Equivalent Offers:** Where a product is characteristic of a sole manufacturer, or where a brand name is indicated in the specifications, it shall be defined to mean minimum acceptable level or minimum quality required by the City unless the specifications state that no substitutions or equivalents will be allowed. If the Offeror offers an item other than the one specified, which the Offeror considers comparable, the manufacturer's name and model number of that item must be specified in the offer and sufficient performance specification and descriptive data provided to permit a thorough evaluation. Failure to provide the appropriate information may result in disqualification of the offer.
- K. **Exceptions to Specifications:** Offerors are to state any exceptions taken to this Request on the Specifications Exception Form. If no exceptions are stated, the Offeror is required to furnish the items exactly as specified and to comply with all other requirements of this Request.
- L. **Indemnity:** The Offeror to whom an award has been made as a result of this Request expressly agrees to defend, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, suits demands, actions, or proceedings of every nature and description brought because of any injury or damage received or sustained by any person, persons, or property arising out of the Offeror's providing the goods, services or construction pursuant to the offer or by reason of any act or omission, neglect or misconduct of the Offeror, the agents, employees or subcontractors of the Offeror or the agents or employees of any subcontractor of the Offeror. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
- M. **Patent Indemnity:** If any item furnished pursuant to any contract resulting from this Request shall be covered by any patent, copyright, or application for patent or copyright, the Offeror shall defend, indemnify and save harmless the City from any and all loss, cost or expense or any all claims suits, or judgments as a result of the use of such item in violation of rights under such patent, copyright, or application for patent or copyright.
- N. **Public Inspection:** Each offer shall be open to public inspection, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated shall accompany the offer and each page shall be clearly marked and readily separable from the offer in order to facilitate public inspection of the nonconfidential portion of the offer. Prices and makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available at the time of the opening of the offer regardless of any designation to the contrary. The City shall endeavor to restrict distribution of the material designated as confidential to only those individuals involved in the review and analysis of the offers. Offerors are cautioned that materials designated confidential may nevertheless be subject to disclosure to any New Mexico citizen under the Inspection of Public Records Act (Sections 14-2-1 through 14-2-3 N.M.S.A. 1978).
- O. **Material Safety Data Sheets:** To comply with the Occupational Health and Safety Regulation 1910.1200 for general standards on handling hazardous materials, material safety data sheets may be required for all or part of the products included on this Request. It is the responsibility of the Offeror to make this determination and, if required, a copy of the MSDS must accompany

the product when delivered to the end user. Failure to comply with this requirement may cause the delivery of products to be rejected and all costs related to such action to be borne by the Offeror.

P. Licenses and Certifications: The Offeror must provide proof, in a manner acceptable and within the time period specified by the Purchasing Office, but prior to award, unless otherwise specified in this Request, that they are licensed and certified by the appropriate agencies as required by law to perform the services or provide the goods specified in this Request.

4. Debarment or Ineligibility Compliance: By submitting its offer in response to this Request, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

5. Ethical Conduct: By submitting its offer in response to this Request, the Offeror certifies that:

A. It has not offered, given or agreed to give to any City employee or former employee, a gratuity or offer of employment to influence the preparation of or recommendation of award of this Request;

B. It has not retained a person to solicit or secure a City Contract for a contingent fee;

C. It has not taken any action in restraint of free competitive bidding in connection with this Request;

D. It has not in any way violated the ethical conduct or other provisions of the City's Public Purchases Ordinance; and

E. It currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with its performance of any contract resulting from this Request.

6. Requests for Explanations by Offerors:

A. Requests for Explanation: Any explanation desired by the Offeror regarding the meaning or interpretation of specifications or any part of this Request must be requested in writing and received in the Purchasing Office not less than ten (10) working days before the offer opening date.

B. Responses to Requests: Oral explanations or instructions given prior to the opening of the offer shall not be binding. Any official explanations must be issued, in writing, by the Purchasing Division.

7. Addenda:

Addenda: Changes or amendments to specifications, conditions or provisions herein may be initiated ONLY through the Purchasing Office in the form of a written addendum.

Any addenda shall become a part of this Request and should be acknowledged either by being signed and returned with the offer or through letter or telegram that arrives prior to the opening of the offer.

Failure to do so may result in disqualification of the offer.

It is the responsibility of all vendors considering making an offer in response to this Request to ensure that they have received all addenda prior to making an offer. Offerors may contact the Purchasing Division to obtain information regarding any addenda issued. Failure to obtain an addendum shall not be grounds for overturning a recommendation of award.

8. Clarification of Offers:

The City may, in the evaluation of offers, request clarification from Offerors regarding their offers, obtain additional material or literature, and pursue other avenues of research as necessary to insure that a thorough evaluation is conducted.

9. Submission of Offer:

A. Time: Offers not received by the time and date indicated on the Request will not be accepted.

B. Hand Carried: Offers may be hand carried to the City Clerk's Office on the eleventh (11th) floor of the Albuquerque/Bernalillo County Government Center, 1 Civic Plaza, Albuquerque, New Mexico.

C. Mailed: Offers may be mailed to the Attention of the City Clerk, City of Albuquerque, P.O. Box 1293, Albuquerque, New Mexico, 87103. The City shall not be responsible for offers that are mailed and not received by the opening date and time specified in the solicitation.

Note: The City picks up mail at the post office once every morning at 7:00 AM (local time). ALL SEALED BIDS MUST BE RECEIVED IN THE OFFICE OF THE CITY CLERK BY THE TIME SPECIFIED ON PAGE ONE OF THIS RFB. THE TIME RECORDED IN THE CITY CLERK'S OFFICE WILL CONTROL.

D. Receipts: Receipts for hand delivered offers shall be issued by the City Clerk's Office (upon request) for offers which are hand carried.

E. Envelope Preparation: The envelope/package containing an offer must be sealed and the following identifying information legibly written or typed on the outside:

- 1) Name of Offeror**
- 2) Request Number assigned by the City to the Request**
- 3) Opening date as identified on the Request or subsequent addenda**

F. No Other Methods of Offer Delivery: Neither telephone, telegraphic, or facsimile Offer shall be accepted.

10. Civil Rights Compliance:

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances relating to the enforcement of civil rights.

Offeror additionally certifies and agrees to abide by and cooperate in the implementation of the policies

and practices set forth in the City's Affirmative Action Plan.

Questions regarding civic rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

11. **Americans with Disabilities Act Compliance:**

Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated thereunder.

12. **Withdrawal of Offers:**

An offer may be withdrawn in person at any time BEFORE the scheduled opening of offers, provided a receipt for the withdrawn offer is signed by the Offeror or the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw an offer.

13. **Opening of Offers:**

Time and Place: Offers will be opened by the City Clerk at the time and place identified in this Request. Openings are open to the public. Offerors are encouraged to attend.

14. **Disqualification of Offer:**

Any offer received from an Offeror that is, at the time of submitting its offer or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

In addition, the City reserves the right to reject an offer for, including but not limited to, any one or more of the following circumstances:

- A. In the past the Offeror has failed to comply with previous contractual commitments or offers to the City.
- B. In the opinion of the City the Offeror is not capable of providing the offered goods, services, or construction as offered or required by the Request or is otherwise not a responsible Offeror.
- C. The Offeror has not provided sufficient or detailed information which allows for the evaluation of the offer.
- D. In the opinion of the City, the offered prices are higher than the prices for which the specified items or services can be purchased on the open market.
- E. The Offeror failed to properly fill in any space on the Request Form and attached documents where information or a signature is required.
- F. The Offeror did not, at the time the offer is made, have an appropriate New Mexico Contractor's License or Certification when one is required by law, regulation or this Request.
- G. The Offeror failed to submit with their offer, bid bonds or other material requirements of the Request or has otherwise submitted a non-responsive offer.

- H. **There are unauthorized additions, conditions, alternate proposals or other irregularities of any kind which might make the offer incomplete, indefinite or ambiguous in meaning.**
- I. **Offer was not submitted in ink or typewritten or there is any erasure or alteration of words or figures relating to pricing which is not initialed in ink by the Offeror.**
- J. **The City determines that an offer contains any misrepresentations whatsoever.**

15. Rejection/Cancellation of Offers:

Any solicitation, prior to opening or after opening, may be cancelled or any or all offers may be rejected in whole or in part when it is in the best interest of the City.

16. Minor or Technical Irregularities:

Minor or technical irregularities in an offer, when there is no effect on price, quality or quantity may be waived and clerical errors in an offer may be corrected, if permitted by the Purchasing Officer and are in the best interest of the City.

17. Nonconforming/Conditional, or Counter Offers:

An offer which is nonconforming or conditional, whether in part or in whole, will be rejected.

18. Offer Analysis:

The City reserves the right to analyze, examine and interpret any offer for a minimum period of ninety (90) consecutive calendar days, after the scheduled time for the opening of offers. Offers may not be rescinded during this period except for good cause and with the written approval of the Purchasing Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, Offerors may withdraw their offers from consideration.

19. Award of Contract:

- A. **When Award Occurs: The award of a contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.**
- B. **Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer is lowest in total price and is the most advantageous to the City, specifications and other factors considered.**
- C. **Basis of Award: The City reserves the right to award a contract based on this Request in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Purchasing Officer, best services the interests of the City, unless otherwise stated in this Request.**
- D. **Increase of Quantities: The City reserves the right to increase the quantities of items of tangible personal property, services or construction to be provided within a twelve (12) month period, under the terms of the Contract, at the same prices, with the consent of the Contractor.**

- E. **Decrease of Quantities:** The City reserves the right to decrease the quantities of items of tangible personal property, services or construction to be provided under the terms of the Contract. However, the Contractor shall be offered an opportunity to cancel the portion of the Contract affected by such a decrease if the Contractor is not able to meet the contracted prices by delivering the decreased amount. This clause shall not have effect if the Contract was originally awarded based on estimated quantities.
- F. **Contract Changes:** In no case shall a contract be changed without the prior written approval of the Purchasing Officer.
- G. **Debarment/Cancellation of Contract:** Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this Request for Bids (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall have the right to cancel the contract with the Contractor for cause as provided in Section 25 below.
- H. **Local and Resident Preference:** A five percent (5%) Preference may be afforded an Offeror who qualifies in accordance with the City's Public Purchases Ordinance. If no offers are received which qualify for a Local Preference, a 5% Resident Business Preference may be afforded an Offeror who has been certified by the State of New Mexico Purchasing Division, in compliance with State laws.

Information regarding the Public Purchases Ordinance and the application of the Local or Resident preference can be obtained by contacting the Purchasing Division at (505) 768-3344.

For consideration for the Local Preference the Offeror must complete the Local Preference Certification Form in accordance with the form instructions and return the Local Preference Certification Form with its offer.

To qualify for the Resident Preference, the Offeror must provide its assigned Resident Certification Number with its offer (an appropriate place is designated in the Request). If an Offeror does not provide its assigned Resident Certification Number with its offer, the offer shall not be considered as made by a resident business and no preference shall be applied during the analysis of that offer.

NOTE: Your State Tax Number is NOT your Resident Certification Number.

20. **Goods Produced Under Decent Working Conditions:**

It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City-owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines under decent working conditions as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

21. **Protest Process:**

- A. **Request Documents: Protests concerning the specifications of this Request or other matters relating to the solicitation documents must be received by the Purchasing Officer no later than ten days prior to the deadline set for the receipt of offers.**
- B. **Recommendation of Award: Protests concerning other matters relating to this Request must be filed with the Purchasing Officer not later than 5:00 p.m. of the date stipulated in the Recommendation of Award.**
- C. **Timely Protests: Protests must be received by the Purchasing Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will not be considered valid. The Purchasing Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.**
- D. **Required Information from Offeror: All protests must be submitted in written form and must be legible. Facsimile, telephone or telegraphic protests will not be accepted. Protest shall contain at a minimum the following:**
 - 1) **Name and address of the protesting party**
 - 2) **The solicitation/Request Number**
 - 3) **A clear statement of the reason(s) for the protest**
 - 4) **Details concerning the facts which support the protest**
 - 5) **Attachments of any written evidence available to substantiate the claims of the protest**
 - 6) **Statement specifying the ruling requested**
- E. **Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The filing fee of twenty dollars (\$20.00) must accompany the request for hearing. The grant of a hearing shall be at the discretion of the Purchasing Officer following review of the protest.**
- F. **Delivery of Protest: Protests may be hand-delivered. Protests which are mailed should be addressed as follows:**

**Purchasing Officer
City of Albuquerque
Purchasing Division
P.O. Box 1293
Albuquerque, NM 87103**

Envelope should also clearly indicate "PROTEST" and the solicitation number.
- G. **Purchasing Officer Action: The Purchasing Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Purchasing Officer or may be raised at a protest hearing.**

22. Delivery, Acceptance and Guarantee:

- A. **No Delivery Before Purchase Order is Issued: No Offeror, including the Offeror to whom an award is made shall deliver any item of tangible personal property, commence services or construction prior to the issuance of a Purchase Order or Notice to Proceed issued by the City**

Purchasing Division.

- B. Cancellation for Non-Delivery: The City reserves the right to cancel any order not delivered by a guaranteed date stipulated in any contract resulting from this Request without liability on the City's part.**
- C. Acceptance of Delivery: Acceptance by the City of any delivery shall not relieve the Contractor of any guarantee or warranty, expressed or implied. Such acceptance of delivery shall not be considered an acceptance of services or materials not in accordance with the specifications. Such acceptance of delivery shall not waive the City's right to require replacement of defective material or inadequate service.**

23. Inspections:

Prior to Acceptance of Delivery: All items of tangible personal property, services or construction found inferior to the quality specified in this Request, deficient or incorrect in weight, measurement, workmanship, handicraft or otherwise, may be rejected as a whole or in part and then shall be removed by the Contractor at the Contractor's own risk and expense promptly after notice of rejection. The Contractor shall assume responsibility for taking the necessary action to correct or replace the rejected items, within the time frame specified in the notice of rejection.

24. Invoices and Payments:

The Contractor shall submit an accurate invoice, in duplicate, for each purchase. Invoices shall refer to the Purchase Order Number, the Release Form Number if applicable, and shall be itemized unless otherwise specified in this Request. Invoices are to be mailed to: Accounting Division (Accounts Payable), City of Albuquerque, P.O. Box 1985, Albuquerque, New Mexico 87103. Invoices mailed or provided to any other entity will result in a delay in making payment. Offerors are encouraged to inquire if payments due are not received within thirty (30) days after delivery of goods/services and submittal of invoice by contacting the Accounting Division at (505) 768-3400.

25. Default/Termination for Cause:

If, through any cause, the Contractor fails to fulfill the Contractor's obligations under any contract resulting from this Request in a timely and proper manner, or if the Contractor, violates any of the covenants, agreements or stipulations of such contract, the City shall notify the Contractor of such violations in writing and allow the Contractor a reasonable time, set out in the notice, to correct the default. If the default is not corrected within the specified time period the City shall have the right to cancel the contract and any or all other current contracts with the Contractor, and, if applicable, to purchase the required goods or services from another source or sources. The City shall provide written notice to the Contractor specifying the effective date of cancellation. The notice of cancellation may be contained in the notice of default.

If a contract resulting from this Request is cancelled, the Contractor shall not be relieved of liability to the City for damages caused by its breach of the contract. The City reserves the right to recover such damages, including but not limited to any excess cost incurred in having to purchase contract goods/services from other sources by a deduction from an unpaid balance due to the Contractor, collection against a performance or labor and materials payment bond, a combination of these remedies, or any other legal method available. In addition, the Contractor may be removed from the Purchasing Office Vendor List or determined to be ineligible to respond to future solicitations, as being not responsible.

26. Termination for the Convenience of the City:

The City may terminate any contract resulting from this Request at any time by giving at least thirty (30) days' notice in writing of such termination to the Contractor. In such event, the Contractor shall be paid under the terms of the contract for all goods/services provided to and accepted by the City, if ordered or accepted by the City prior to the effective date of termination.

27. Termination for Lack of Appropriations:

Funding for the contract resulting from this Request has been appropriated by the City Council for the City's current fiscal year. Notwithstanding any other provisions in the contract resulting from this Request, its continuation beyond the end of the/any fiscal year is contingent on the City Council making the appropriations necessary to fund the contract. If sufficient appropriations are not made the contract may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such termination shall not constitute a default. All payment obligations of the City and all of its interest in the contract will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

(6/23/04)

**INSTRUCTIONS FOR
LOCAL PREFERENCE CERTIFICATION FORM**

- 1. ALL INFORMATION MUST BE PROVIDED.** A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS OR PROPOSALS.**

- 2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE.** The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.

- 3. PHYSICAL LOCATION MUST BE STATED.** To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

- 4. ADDITIONAL REQUIREMENT.** To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.

- 5. DEFINITIONS.** The following definitions apply to this preference:
 - The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
 - A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
 - A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

- 6. ADDITIONAL DOCUMENTATION.** If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

LOCAL PREFERENCE CERTIFICATION FORM

RFP/RFB NO: _____

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: SELECT ONE

- Corporation -- Indicate state of incorporation.  _____
- Partnership -- Indicate "general" or "limited".  _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other -- Indicate status.  _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: _____ 

Printed Name: _____

Title: _____

Date: _____

