



assess
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CITADEL ENVIRONMENTAL SERVICES, INC.

May 4, 2017

Tony Saraceni
Project Management Assistant
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT
21380 Centre Pointe Parkway
Santa Clarita, California 91350

**Re: CITADEL Proposal for Professional Services
Environmental, Health, Safety & Sustainability Services for
Various William S. Hart Union School District Projects
Santa Clarita, California**

Dear Mr. Saraceni:

Citadel Environmental Services, Inc. (Citadel) is pleased to submit this proposal for professional services to William S. Hart Union School District (Client). Citadel has reviewed the District's Consultant Agreement and find the terms and conditions acceptable and understands the District's Terms and Conditions supersedes Citadel's.

To accept this proposal, please execute and return one (1) copy of the attached signatory page, and Attachments "A" Terms and Conditions and Attachment "B" Insurance and Accounts Payable Information, accompanied by any other required contract documents. If you have any questions or require additional information, please telephone me at (818) 246-2707.

Sincerely,
CITADEL ENVIRONMENTAL SERVICES, INC.

Mark Drollinger, M. Eng., CSP, CHMM, EIT
Director, Environmental and Engineering Sciences

Enclosure



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CITADEL ENVIRONMENTAL SERVICES, INC.

William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, California 91350

Environmental, Health, Safety and Sustainability Services Proposal

May 4, 2017

Environmental, Health, Safety & Sustainability Services
For Various William S. Hart Union School District Projects
Santa Clarita, California

www.citadelenvironmental.com

BASIC SERVICES

Citadel Environmental Services, Inc. Environmental, Health, Safety & Sustainability services agreement will cover the following:

- ENVIRONMENTALLY REGULATED MATERIALS MANAGEMENT
- ENVIRONMENTAL ENGINEERING AND GEOLOGY
- MOISTURE INTRUSION AND MICROBIAL CONSULTING
- INDUSTRIAL HYGIENE/OCCUPATIONAL HEALTH
- ENVIRONMENTAL COMPLIANCE AND PERMITTING
- ON-SITE SAFETY SERVICES
- LEED® CONSULTING SERVICES/SUSTAINABILITY

COMPENSATION

We propose that all work and services under the Task Order Agreement for any single project will be billed on an hourly basis with a cost limit not exceeding \$15,000 per project for FY 2017/2018 for actual time spent in accordance with the hourly rate schedule. If a requested service for a single project is estimated to exceed \$15,000 in cost, then Citadel will provide a project-specific proposal to the School District for Board review and authorization. The total amount for all projects under this agreement is not to exceed \$100,000. Citadel will notify the District in writing prior to exceeding the total allowable fee for this Agreement.

Normal reimbursable expenses include the costs of travel, reproduction, delivery and mailing, and any state or local taxes imposed where the Project is located. Normal reimbursable expenses are in addition to the compensation for Basic Services and are billed at cost.

The standard of care for all professional services performed or furnished by Citadel under this Agreement will be the care and skill ordinarily used under similar conditions at the same time and in the locality. Citadel makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with Citadel services.

If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of Citadel, the amount of compensation shall be equitably adjusted.

Any additional services beyond the scope of Basic Services will be performed upon authorization to Citadel, and will be compensated on an hourly basis in accordance with following Hourly Rate Schedule.

HOURLY RATE SCHEDULE

Principal	\$215/hour
Director	\$190/hour
Senior Project Manager	\$145/hour
Project Geo/Engineer	\$130/hour
Senior Staff Specialist	\$115/hour
Staff Specialist	\$97/hour
Project Assistant	\$55/hour

This Agreement is for services requested by Facilities and does not include requests you may receive from the Risk Manager or other departments.

SCHEDULE

The time for completion of Basic Services for each project or work order will be estimated prior to start of design. Please refer to Citadel's attached Fee Schedule for our hourly rates.

BILLING CYCLE

Citadel will submit an invoice to the Client by the last day of the month.

AUTHORIZATION

If this proposal is satisfactory, please complete the authorization statement below to indicate your approval of the scope of services and acceptance of our terms and conditions. A signed, completed copy of this proposal returned to us will serve as Citadel Environmental Services, Inc.'s formal authorization to proceed. This proposal and any attachments will constitute the contractual agreement between **Citadel Environmental Services, Inc.** and **William S. Hart Union High School District**.

Sincerely,
CITADEL ENVIRONMENTAL SERVICES, INC.

Mark Drollinger, M. Eng., CSP, CHMM, EIT
Director, Environmental and Engineering Sciences

William S. Hart Union High School District

Citadel Environmental Services, Inc. is authorized to proceed with the Scope of Services described herein.

Authorizing Signature

Date

Name

Title

Authorization Number

ATTACHMENT "A" - TERMS AND CONDITIONS

Payment

Client will pay Citadel Environmental Services, Inc. (Citadel) for services and expenses in accordance with this agreement (understood to be comprised of Citadel Proposal for Professional Services dated May 4, 2017, and these attached terms) upon receipt of written invoice from Citadel for such services and expenses. Each invoice is payable and due upon presentation to the Client. Invoices are past due after 30 calendar days of receipt by Client of such invoices. Past due amounts are subject to a charge on the outstanding balance of eighteen percent (18%) per annum or the maximum amount permissible by law. Client agrees to pay Citadel's reasonable attorney's fees and all other reasonable costs associated with the collection of outstanding fees. The Client's obligation to pay for the services contracted for is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the project. The Client shall remain obligated to pay Citadel for the contracted services even though testing results and/or the report may contain conclusions unfavorable to the Client's interests.

Standard of Care, Warranty Disclaimer

Citadel represents that it will perform services for Client using that degree of care and skill ordinarily exercised by, and consistent with the standards applicable to, persons performing similar services in such industry under similar conditions, timeframe, conditions, and in the same locality as the site(s).

The Client acknowledges that Citadel has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions at the site, and Citadel's compensation hereunder is not commensurate with the potential risk of injury or loss that may be caused by exposure to, contamination by, or the presence of such substances or conditions. Accordingly, the Client waives any claim against and agrees to indemnify and save Citadel, its agents, and employees harmless to the extent allowed by law from any claim, liability or defense cost, including but not limited to reasonable attorney fees and other incidental costs for injury or loss sustained by any party, including the United States Government, from such exposures or from the presence of any such substance or condition at a site, allegedly arising out of or related to Citadel's performance of services hereunder [other than as a result of the negligence or willful misconduct of Citadel, its agents, or subcontractors, each a Citadel Party (collectively "Citadel Parties")].

In the performance of the scope of services indicated hereunder, Citadel will take reasonable precautions to avoid damaging buried structures and utilities. Citadel will offer Client the opportunity to approve all sites for subsurface investigation and/or excavation in the field. Client assumes all liability for claims allegedly arising out of damage to buried structures and utilities of which Client did not promptly notify Citadel, which were not properly located on plans furnished to Citadel or which were not properly located by locating companies called to the site by or on behalf of Client to identify such structures and utilities.

Insofar as jobsite safety is concerned, Citadel is responsible solely for Citadel Parties' activities on the jobsite, but this shall not be construed to relieve Client or any independent construction contractors from their responsibilities for maintaining a safe jobsite. Neither professional activities of Citadel, nor the presence of Citadel Parties, shall be construed to imply Citadel has any responsibility for methods of work performance, supervision, sequencing of construction, or safety in, on or about the jobsite for third parties.

Client agrees to provide Citadel Parties' the right to enter from time to time property owned by Client in order for Citadel to fulfill the scope of services indicated hereunder. Client agrees that any part or parcel of property to which Citadel is not provided access or is concealed, including, but not limited to, wall cavities/chases, ceiling plenums, below floor finishes, crawlspaces, below grade, beneath existing structures, or behind electrical panels not be subject to claim by Client against Citadel under this Agreement. Client further understands and agrees that Citadel shall not be responsible to pay any costs incurred by Client to correct any damage to the Client's property caused by Citadel's equipment except to the extent such damage was caused by negligence or willful misconduct of Citadel Parties.

Citadel is solely responsible for the performance of this Agreement and none of its directors, officers, employees or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence, except for acts of gross negligence, intentional torts, or willful misconduct.

Citadel shall comply with all Federal, State, and local statutes, codes, laws, and administrative regulations for the services described in this Agreement.

Limitations of Method Reliability

The Client recognizes and agrees that all testing and remediation methods have reliability limitations and that no method nor number of sampling locations can guarantee that a hazard will be discovered if contamination or other evidence of the hazard is not encountered within the performance of the services as authorized. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency and other service variables selected by the Client and that factors other than reliability, including cost, have been considered in the Client's selection of services. Client agrees that it has knowledgeably accepted these limitations and that Citadel shall be considered to be at fault, but not liable only to the extent that the services selected by the Client are performed negligently or by willful misconduct.

Client recognizes that Citadel uses the "best available technology" and commonly accepted industry standards, practices and procedures in the performance of its responsibilities to Client.

Limitations

Client agrees that Citadel will not be held liable for future changes in industry standards, practices and procedures, nor for revelations or changes in technology. In no event shall Citadel be liable for latent or hidden conditions not directly observed by Citadel. The liability of Citadel and that of its Directors, Employees, Shareholders, Agents and Subcontractors to Client or any third-party for any losses, whether in contract or tort (including negligence and strict liability) shall not exceed an aggregate of \$25,000.00. In no event shall Citadel be liable to client for any exemplary, punitive, indirect, incidental, special or consequential damages arising from or in any way connected with its performance or failure to perform under the agreement.

Claims

Client agrees to pay Citadel's costs (including attorney's fees) of defending itself against any claims Client or any third party makes against Citadel related to the services performed pursuant to this Agreement that are not adjudicated to be valid.

Indemnity

In performing its services under this Agreement, Citadel shall be deemed to be acting as an independent contractor, and only to the extent and specific purposes set forth in this Agreement. Nothing herein shall, at any time, be construed as to create a relationship of employer and employee, partnership, principal and agent, or joint venture partner, between Client and Citadel. Citadel shall indemnify, defend, and hold harmless Client, its agents, and employees from and against any and all claims, costs, expenses, and liabilities of any kind or nature whatsoever (including attorney's fees and defense costs) arising from or in connection with Citadel Parties' negligence or willful misconduct with performance of services or breach of warranty under this Agreement, other than those arising from the sole negligence or willful misconduct of Client, its agents, or employees.

The provisions of this section shall survive the expiration or earlier termination of this Agreement and completion or termination of the services under the Agreement.

Initials



ATTACHMENT B – INSURANCE AND ACCOUNTS PAYABLE INFORMATION

To assist Citadel in providing seamless service to your firm, we respectfully request that you provide the following information.

Federal ID#		
Corporate Entity	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Corporation State _____ <input type="checkbox"/> Other _____	
Special Instructions (mail, email invoices):		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does your company have specific insurance requirements? If yes, please attach requirements for COI, etc.	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Does your company require online registration for new contractors? If yes, please list website address:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Purchase Order required?	Purchase Order Number:
If the person to whom this proposal is addressed is not the person in your organization to whom Invoices should be addressed and sent to, please provide that information below.		
Name		
Email		
Billing Address		
Phone		

(For office use only)

Sales Rep _____ Date _____ Client Number _____ Approved by _____



2017 FEE SCHEDULE

LABOR, INSTRUMENT RENTAL & REIMBURSABLES

EG	Environmental Geology	Director	\$190.00
		Senior Project Manager	\$145.00
		Project Manager	\$127.00
		Senior Staff	\$115.00
		Staff Geologist	\$ 97.00
		Engineering Technician	\$ 93.00
ERM	Environmentally Regulated Materials Management	Director	\$190.00
		Senior Project Manager / Senior Associate	\$145.00
		Project Manager	\$127.00
		Project Coordinator	\$ 97.00
		Field Representative	\$97.00
M	Moisture Intrusion and Microbial Consulting	Director	\$190.00
		Principal Industrial Hygienist	\$140.00
		Senior Industrial Hygienist	\$127.00
		Project Industrial Hygienist	\$115.00
		Industrial Hygiene Technician	\$ 93.00
IH	Industrial Hygiene & Occupational Health	Director / Certified Industrial Hygienist	\$190.00
		Principal Industrial Hygienist	\$140.00
		Senior Industrial Hygienist	\$127.00
		Project Industrial Hygienist	\$115.00
		Industrial Hygiene Technician	\$ 93.00
ST	Occupational Safety & Training Services	Director / Certified Safety Professional	\$190.00
		Senior Health & Safety Project Manager	\$140.00
		Health & Safety Project Manager	\$127.00
EC	Environmental Compliance	Senior Air Compliance Manager	\$190.00
		Senior Environmental Compliance Manager	\$140.00
		Environmental Compliance Manager	\$127.00
		Environmental Compliance Specialist	\$115.00
		Environmental Compliance Technician	\$ 93.00
S	Sustainability & Energy	Senior Project Manager / Engineer	\$145.00
		Project Manager / Engineer-in-Training	\$127.00

Principal	\$250.00
Draftsperson	\$71.50
Administrative	\$55.00

<i>Instrument Rentals</i>	Thermographic Imaging Camera (Rental Fee Per Day)	\$100.00
	Indoor Air Quality Meter (Rental Fee Per Day)	\$150.00
	TSI Dustrak	\$100.00
	Ultra Rae Photo Ionizing Detectors Meter (PID)	\$100.00
	4-Gas Meter	\$200.00
<i>Reimbursables</i>	XRF (X-Ray Fluorescence Spectrometry) Meter	\$200.00
	Project Costs (e.g. parking, photocopying, drawing reproduction, equipment rental)	Cost + 20%
	Travel Costs (e.g., airfare, car rental, hotel, per diem)	Cost + 20%
	Mileage	\$0.55 / Mile

*Overtime and double time billed in accordance to State of California Labor Code Regulations. OT= 1.5xBase Rate DT= 2.0x Base Rate