

**SANTA CLARITA VALLEY WATER AGENCY  
AGREEMENT FOR FUNDING AND  
CONSTRUCTION OF WATER SYSTEM IMPROVEMENTS**

THIS AGREEMENT is entered into as of the 25<sup>th</sup> day of September, 2019 by and between Santa Clarita Valley Water Agency ("SCVWA"), a special act agency, and the William S. Hart Union High School District, whose address is 21380 Centre Pointe Parkway, Santa Clarita, CA 91350 ("Hart"). SCVWA and Hart may be referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS:**

A. SCVWA is engaged in the production, storage, transmission and distribution of water within its service area.

B. Hart has constructed certain school facility projects on the Hart High School campus ("Development") within SCVWA's service area.

C. Hart desires to perform development modifications to their property in the area where existing SCVWA facilities are located.

D. The development modifications require an 8" SCVWA pipeline approximately 300 feet in length to be removed and reinstalled at a deeper depth ("Project").

E. The existing 8" pipeline is made of asbestos cement material and will be removed in accordance with South Coast Air Quality Management District rules and regulations, which includes but is not limited to Procedure 5 filings, asbestos abatement contractor certification, and asbestos disposal manifest.

E. SCVWA has an easement within Hart High property and will reinstall the pipeline within this existing easement.

F. The Parties have agreed to share the total costs of the Project where SCVWA staff will perform all work.

G. The Parties are therefore entering into this Agreement to set forth their respective duties, responsibilities and obligations with respect to the Project.

## **AGREEMENTS**

1. **Construction of Project.** SCVWA shall construct the Project within a reasonable time after Hart complies with the obligations specified in this Agreement; provided, however, if SCVWA is delayed or prevented from commencing or completing said construction by reasons of act of God, strikes, lockouts, labor disputes, inability to procure necessary labor or materials, fire, accident, riot, civil commotion, laws or regulations of general applicability, or other cause without SCVWA's fault and beyond its control, commencement or completion will be excused for a reasonable period of time due to the delay. In meeting its construction obligations under this Paragraph 1, SCVWA shall utilize its best efforts to complete such construction in a timely manner, but Hart agrees that SCVWA shall not be liable to Hart, or any persons claiming through Hart or its successor-in-interest, for any consequential or economic losses arising therefrom unless the delay is caused by SCVWA or its agents and/or contractors.

2. **Payment of Construction Costs.** All costs and expenses of the Project related to the removal of approximately 300 feet of existing 8" pipeline within an SCVWA easement, on the property of Hart High School, and in conflict with Hart development modifications to their property are paid for by Hart. Accordingly, prior to the commencement of construction by SCVWA, Hart has paid SCVWA the sum of \$18,000 as the estimated budget cost of construction (Exhibit 1). No connection fees are required for this Project. SCVWA shall keep a separate accounting of all costs incurred by SCVWA in relation to Hart's portion of the Project. In addition, SCVWA has agreed to incur all costs associated with the reinstallation portion of the Project, consisting of a new 8" water main and associated appurtenances within the existing SCVWA easement at a depth provided by Hart as to not interfere with their development modifications.

3. **Accounting.** Within thirty (30) days after SCVWA completes construction of the Facilities, SCVWA shall prepare and deliver to Hart a statement summarizing all expenses incurred in connection with the costs related to the removal of the Facilities. If said statement shows such costs to exceed the payment specified in paragraph 2 above, then Hart shall pay such excess amount to SCVWA within ten (10) business days of the date on said statement. Alternatively, SCVWA shall promptly refund to Hart the unexpended balance of the payment specified in Paragraph 2.

4. **Change Orders.** Any change in the scope of work shall require Hart's approval, and SCVWA may not commence the extra work until Hart has approved the extra work in writing. Hart's approval shall not be unreasonably withheld.

5. **Laws, Ordinances, Rules and Regulations.** SCVWA shall comply with all laws, ordinances, rules and regulations, including, but not limited to, all applicable requirements of the California Labor Code, prevailing wage laws, and the Hart's Board Policies and Administrative Regulations, in connection with the construction of the Facilities.

6. **Indemnification.** SCVWA will indemnify, defend and hold Hart, its Governing Board members, officers, agents, and employees harmless from any cost, expense, liability, cause of action,

or claim for death, injury, loss, damage, or expense to any person(s) or property, which arises out of the construction of the Facilities. This paragraph 6, and all the terms and conditions contained herein, shall survive the termination or expiration of this Agreement

7. Insurance. SCVWA must have in effect at all times during the performance of this Agreement a policy of Commercial General Liability Insurance (including automobile insurance) with limits of not less than \$1,000,000 per occurrence (combined single limit) and \$2,000,000 annual aggregate. Such general liability must be endorsed to name the Hart, its Governing Board members, and the Hart's other officers, agents, and employees, individually and collectively, as additional insureds. The limits set forth above shall not be construed to relieve SCVWA from liability in excess of such coverage, nor shall they limit SCVWA's indemnification obligations to the Hart, and shall not preclude the Hart from taking such other actions available to the Hart pursuant to this Agreement and/or applicable law. SCVWA must submit to the Hart such certificates of insurance and endorsements as reasonably evidence that the insurance hereby required is in full force and effect. SCVWA shall not commence, or allow to be commenced, any part of the Project until all required insurance certificates have been delivered to and approved by Hart.

8. No Agency. Hart is not the agent or representative of SCVWA and has no authority whatsoever to commit or bind SCVWA in any way.

9. Not Assignable. The rights and obligations of the Parties under this Agreement shall not be assignable without the prior written consent of each Party.

10. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the Parties.

11. Choice of Law. This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Los Angeles County, California, and any action to enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the State courts of the State of California in and for the County of Los Angeles or in the United States District Court, Central District of California.

12. CEQA Indemnification. Hart hereby agrees to indemnify, defend and hold harmless SCVWA from all claims, liabilities, causes of action, liens, expenses, or damages of any type, including reasonable attorneys' fees and expenses, incurred by SCVWA arising from any claim, action or proceeding under the California Environmental Quality Act (California Public Resources Code §§21000, et seq.) related to the Development. With respect to any claim for which SCVWA has requested indemnification under this Paragraph, Hart shall assume the defense of any related litigation, arbitration or other proceeding, provided that the SCVWA may at its election and expense, participate in such defense. At Hart's reasonable request, the SCVWA will cooperate with Hart in

the preparation of any defense to any such claim, and Hart will reimburse the SCVWA for any reasonable expenses incurred in connection with such request.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

Santa Clarita Valley Water Agency

William S. Hart Union High School District

By: B. J. Folsom 7/25/19

By: [Signature]

Its CHIEF ENGINEER  
[TITLE] Brian J. Folsom

Its Chief Administrative Officer  
[TITLE]

EXHIBIT 1

Ellis Environmental Management, Inc.	
Procedure 5 Report	\$1,540.34
<u>Asbestos Air Monitoring</u>	<u>\$3,000 estimate</u>
<b>Total Budgetary Estimate</b>	<b>\$5,000</b>
Westcor Environmental, Inc.	
<u>Asbestos Pipeline Abatement</u>	<u>\$12,681.00</u>
<b>Total Budgetary Estimate</b>	<b>\$15,000</b>
 <b>Total Budgetary Estimate</b>	 <b>\$18,000</b>

August 28, 2019

Mr. Mark Passamani  
Santa Clarita Valley Water Agency  
26521 Summit Cir  
Santa Clarita, CA 91350

[mpassamani@scvwa.org](mailto:mpassamani@scvwa.org)  
(661) 510-3802

**RE: Bulk Sampling for Asbestos – Underground AC Pipe  
Newhall, CA (Location TBD)**

Thank you for allowing us to present this Agreement for environmental testing services.

**Ellis Qualifications**

Ellis personnel have more than 20 years' experience performing environmental surveys for lead, asbestos, PCB ballasts, soils and numerous other potential contaminants. Staff conducting surveys for lead-based paint are registered environmental assessors and/or possess a degree in environmental science or industrial hygiene, with at least two years university and/or field experience in field assessments. Retained laboratories are certified under NVLAP and AIHA accreditation programs. Ellis maintains \$3 million in general and professional liability, errors and omissions, workers compensation (statutory) and auto. If requested, we will name the Owner as additional insured.

Additional information may be found at [www.ellisenvironmental.com](http://www.ellisenvironmental.com)

**Background**

It is our understanding that you wish to have underground AC pipe sampled prior to removal.

**Scope of Service**

**Asbestos.** Our initial visual inspection will include all accessible areas not covered by soil or other material. Each sampled material will be assessed for condition and quantity. Our report will categorize and quantify identified asbestos materials and their condition and will make recommendations regarding appropriate handling measures. Some surface damage (<1 square inch) will be unavoidable during the testing process.

**We will depend on you or your authorized representative to provide us with timely, safe and complete access to all areas of each area on the date of sampling.**

**Report.** Following results of testing, our report will provide a listing of asbestos materials identified and their condition. We will include a drawing to show the location of each sample. The report will address materials disturbed by planned demolition efforts. The report will comply with all requirements of California Title 8 Section 1529, 40CFR Part 763 (AHERA) and South Coast Air Quality Management District (SCAQMD) Rule 1403.

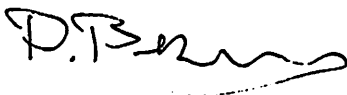
**Compensation**

See Attachment A. This is only an estimate based on Ellis' 25 years of experience conducting similar investigations. The client will be invoiced on a time and materials basis in accordance with the attached Fee Schedule. Whether more or less than the total shown on Attachment A, you will be invoiced only for actual costs incurred. Additional services provided at your request will be also be invoiced according to our standard fee schedule. Attached and incorporated herewith are our General Conditions for Consulting Services. **As with all first-time clients, a deposit of 50% of the estimate will be required before initiating services.**

Please call with any questions.

Respectfully,

Accepted:



Duane E. Behrens, President  
Environmental Professional  
Cal-OSHA #09-0226  
CDPH #7914

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Date: 

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Ref 3819

**Attachment A**

<u>DESCRIPTION</u>	<u>CLASSIFICATION</u>	<u>QTY</u>	<u>UNIT</u>	<u>RATE</u>	<u>TOTAL</u>
<b><u>Base Scope - Asbestos Survey</u></b>					
site services, travel, lab drop	site technician	6.00	hrs.	\$ 85.00	\$ 510.00
laboratory analysis - asbestos	PLM (3 day turnaround time)	5.00	each	\$ 15.00	\$ 75.00
draft report - drawings, photos, material summaries	project engineer	2.00	hrs.	\$ 85.00	\$ 170.00
travel	mileage reimbursement	121.00	miles	\$ 0.54	\$ 65.34
report (1 week turnaround)	CAC / CDPH Lead Assessor	2.00	hrs.	\$ 120.00	\$ 240.00
					\$ 1,060.34
* Prices based on standard 3-5 day TAT. Rush results are available at an additional cost.					
* Estimate only - you will be invoiced for ONLY the actual number of samples collected.					
<b><u>Add Alternate (does not include monitoring &amp; clearance services)</u></b>					
SCAQMD emergency notification letter (if necessary)	Certified Asbestos Consultant	1.00	hrs.	\$ 120.00	\$ 120.00
Procedure 5 work plan	Certified Asbestos Consultant	3.00	hrs.	\$ 120.00	\$ 360.00
					\$ 480.00
	<b>Estimated Total</b>				\$ 1,540.34



## **GENERAL TERMS AND CONDITIONS FOR CONSULTING SERVICES AGREEMENT**

**1. Standard of Care**

The site investigation and environmental sampling services provided by Ellis Environmental Management, Inc. ("Consultant") shall be performed in accordance with applicable state, federal and local law and with generally accepted professional engineering practice at the time and the place where the services are rendered.

**2. Jobsite**

- a. Owner shall endeavor to furnish or cause to be furnished to Consultant all documents and information known to Owner that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, Owner will endeavor to furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by Consultant for proper performance of its services. Consultant shall be entitled to rely upon Owner-provided documents and information in performing the services required under this Agreement; however, Consultant assumes no responsibility or liability for their accuracy or completeness. Owner-provided documents will remain the property of the Owner.
- b. Consultant shall be responsible only for its activities and that of its subcontractors and employees on any site. Neither the professional activities nor the presence of Consultant or its employees or its subcontractors on a site shall imply that Consultant controls the operations or job-site safety of others.
- c. Consultant and its subcontractors shall abide by all environmental health and safety protocols and procedures specific to the job site as posted and/or conveyed by Owner.

**3. Disposal of Contaminated Material**

Except as regards sampled materials removed from the site for laboratory analysis (which are the responsibility of the Consultant), it is understood and agreed that Consultant is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found, identified or generated in the normal course of Consultant's investigation and sampling services at a site, and that Owner shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of any such hazardous or toxic substances.

**4. Consultant's Liability**

Owner agrees that, to the fullest extent permitted by law:

- a. Consultant's total liability to Owner for any and all injuries, third-party claims, actual and substantiated losses, actual, verifiable, out-of-pocket expenses or actual and substantiated damages arising out of this Agreement except to the extent arising out of Consultant's negligence, willful misconduct, or breach, shall in no case exceed the total amount of Consultant's total fees, including that of its subcontractors.
- b. Neither party shall be liable to the other for any special, indirect or consequential damages whatsoever under this Agreement.

**5. Reporting**

If requested by Owner, upon completion of its investigation, sampling and analysis, Consultant shall prepare a draft report for Owner's review and comment prior to finalization. Such draft shall be marked on each page with the header:

Draft  
Privileged and Confidential  
Prepared at the Request of Counsel

until such time as Owner requests submission of the report in final, non-privileged form.

**6. Insurance**

During the period of performance of this Agreement the following policies of insurance with responsible insurance carriers shall be maintained by Consultant:

- a. Comprehensive General Liability with a combined single limit for both bodily injury and property damage of at least \$3,000,000 per occurrence.
- b. Automobile Liability (including coverage for owned, leased, used, hired or borrowed vehicles) with a combined single limit for both bodily injury and property damage of \$1,000,000 per occurrence, and
- c. Statutory Worker's Compensation Insurance in accordance with applicable law.

Consultant shall furnish Owner with a certificate of insurance showing the above coverage, naming Owner as an additional insured (except Workers' Compensation). Consultant's purchase of appropriate insurance coverage or the furnishing of the certificate of insurance shall not release either party from their respective obligations or liabilities under this Agreement.

**7. Precedence**

These Standard Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding Consultant's services.

**8. Severability**

If any of these Standard Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

**9. Survival**

These Standard Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.

**10. Confidentiality**

Consultant and its subcontractors agree to maintain the strict confidentiality of all non-public information, documentation, samples, photos, data images, analyses, reports or professional opinions formed, observed, obtained, generated, identified or produced in the course of conducting its services under this Agreement.

**11. Indemnification**

Consultant shall defend (at Owner's option), indemnify and hold harmless Owner and Owner's parent companies, subsidiaries and affiliates, and the directors, officers, agents and employees of each of the foregoing from and against any and all liabilities, losses, damages, injuries, penalties, claims, demands, actions, suits, costs and expenses (including reasonable outside attorney's fees) (collectively, "Claims") (a) caused by Consultant's negligence or willful misconduct, or (b) arising as a result or in connection with Consultant's breach of any of Consultant's representations, warranties and/or covenants contained herein.

Owner shall not, without Consultant's prior written consent, assign the Agreement and any of its rights or obligations hereunder to any third party. Consultant shall not, without Owner's prior written consent, assign the Agreement or any of its rights or obligations hereunder.

Signed: \_\_\_\_\_  
"Owner"

Date: \_\_\_\_\_

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***Ellis***

<b><u>Professional Services</u></b>	<b><u>RATE</u></b>	<b><u>UNIT</u></b>	<b><u>Equipment</u></b>	<b><u>RATE</u></b>	<b><u>UNIT</u></b>
President, CA Environmental Professional	\$ 140.00	hour	Q-trak (Carbon dioxide/monoxide)	\$ 55.00	day
Certified Industrial Hygienist	\$ 160.00	hour	P-trak (Ultra-Fine Particles)	\$ 75.00	day
Project Manager (CAC, Lead Assessor)	\$ 120.00	hour	Particulate Matter (PM)	\$ 55.00	day
Project Engineer (CSST, Lead Assessor)	\$ 85.00	hour	Infrared Camera	\$ 70.00	day
Site Technician (CSST)/EPA Building Insp.	\$ 85.00	hour	Moisture Meter / Duct Camera	\$ 35.00	day
Service Call (Site Technician) 4 hr min.	\$ 340.00	min.	XRF Lead Paint Analyzer Pb200i	\$ 212.00	min.
Per 8-hr shift - normal business hours	\$ 680.00	shift	XRF Lead Paint Analyzer Pb200i	\$ 424.00	day
Per 8-hr evening/weekend shift	\$ 900.00	shift	Sound Level Meter	\$ 35.00	day
Site Technician (CSST) - after 8 hours	\$ 100.00	hour			
Emergency Response (<24 hr notice) - Site Technician	\$ 100.00	hour			
Drafter	\$ 75.00	hour			
Clerical	\$ 40.00	hour			
Mileage	\$ 0.54	mile			
Express Pass	\$ 10.00	day			
<b><u>Analysis Costs/Turnaround Time</u></b>					
<b>ASBESTOS</b>			<b>LEAD</b>		
PCM Air - onsite	included		Paint/Wipe - same day	\$ 30.00	each
PCM Air - lab analysis	\$ 12.00	each	Paint/Wipe - 24 hr	\$ 25.00	each
TEM Air- 6hr	\$ 110.00	each	Paint/Wipe - 48 hr	\$ 20.00	each
TEM Air - 24hr	\$ 65.00	each	Paint/Wipe - 3 to 5 day	\$ 18.00	each
TEM Air - 3 day	\$ 45.00	each	Air - same day	\$ 30.00	each
TEM Bulk- 24 hr	\$ 150.00	each	Air - 24 hr	\$ 25.00	each
TEM Bulk - 48 hr	\$ 115.00	each	Air - 3 to 5 day	\$ 20.00	each
TEM Bulk - 3 day	\$ 90.00	each	TTLIC - rush	\$ 38.00	each
PLM Bulk - same day	\$ 30.00	each	TTLIC - 24 hr	\$ 35.00	each
PLM Bulk - 24 hr	\$ 25.00	each	TTLIC - 48 hr	\$ 30.00	each
PLM Bulk - 3 day	\$ 15.00	each	TTLIC - 3 to 5 day	\$ 20.00	each
PLM Bulk - 5 day	\$ 10.00	each	STLC - 3 day	\$ 156.00	each
Qualitative (+ or -) - 3 day	\$ 40.00	each	STLC - 5 day	\$ 96.00	each
PLM 1,000 point count - 24hr	\$ 120.00	each	TCLP - 30 hr	\$ 215.00	each
PLM 1,000 point count - 3 to 5 day	\$ 85.00	each	TCLP - 48 hr	\$ 108.00	each
			TCLP - 3 day	\$ 96.00	each
<b>MOLD / Allergens / Bacteria</b>					
Airborne/Bulk mold - 6 hr	\$ 110.00	each	<b>Volatile Organic Compounds (TO-15)</b>		
Airborne/Bulk mold - 24 hr	\$ 75.00	each	Tedlar Bags - 3 day	\$ 225.00	each
Airborne/Bulk mold - 3 to 5 day	\$ 55.00	each	Tedlar Bags - 5 day	\$ 180.00	each
Airborne Culturable Bacteria - 2 weeks	\$ 100.00	each	Summa Canister - 3 day	\$ 225.00	each
Allergens (group) - 5 day	\$ 180.00	each	Summa Canister - 5 day	\$ 180.00	each
Allergens (single) - 5 day	\$ 140.00	each	Flow Regulator for Summa Canister	\$ 30.00	day
			Summa Canister rental	\$ 42.00	day
<b>RESPIRABLE / NUISANCE DUST</b>					
Respirable or Nuisance - 24 hr	\$ 50.00	each	<b>FORMALDEHYDE</b>		
Respirable or Nuisance - 3 to 5 day	\$ 40.00	each	Passive Sampler Badge - 3 day	\$ 200.00	each
			Passive Sampler Badge - 5 day	\$ 125.00	each
<b>SOIL</b>			Passive Sampler Badge - 2 weeks	\$ 100.00	each
Title 22 Metals (full chain) - 5 day	\$ 115.00	each			
Metal (single)	\$ 18.00	each	<b>MATERIAL IDENTIFICATION</b>		
VOCs - call for quote			Common Particle - 5 day	\$ 260.00	each
			Full Particle - 5 day	\$ 1,090.00	each
<b>WATER</b>					
Enterococci - M129 (+/-) - 48 hr	\$ 65.00	each			
Enterococci - M251 (enumeration) - 48 hr	\$ 76.00	each			
Total Coliform, E. Coli, Enterococci - M115 (+/-) - 48 hr	\$ 155.00	each			
Total Coliform, E. Coli, Enterococci -M116 (enumeration); - 48 hr	\$ 190.00	each			
Metals - call for quote	call				



13911 Struikman Rd.  
Cerritos, CA 90703  
Ph. 562-677-3990  
Fax 562-677-3980  
CA License #994682

September 11, 2019

**Phone: 661.259.3610 x 225**  
**Via E-Mail: JJenkins@SCVWA.Com**  
**WESTCOR Proposal Number: 19-0336**

**Josh Jenkins**  
Operations Supervisor  
Santa Clarita Valley Water – Newhall Division  
23780 North Pine Street  
Newhall, CA 91321

Regarding: **Asbestos Abatement Proposal - Underground Transite Pipe**  
**William S. Hart High School**  
**24825 Newhall Avenue, Newhall, CA 91321**

Dear Josh:

Thank you for allowing WESTCOR Environmental, Inc. (WESTCOR) to submit a proposal for the removal of underground asbestos containing Transite pipe at the project site listed above. WESTCOR proposes to perform the work listed below under WESTCOR's California contractor's license number 994682, DOSH certificate number 1112, and DIR number 1000003747. WESTCOR proposes to furnish all labor, material and equipment required to perform the following scope of work in a good workmanlike and substantial manner, and within the specifications referenced herein.

**BASE BID SCOPE OF WORK:**

It is our understanding that the scope of work includes:

1. Submit asbestos abatement notification to Cal/OSHA.
2. Submit Procedure 5 asbestos abatement notification and pay Procedure 5 notification fees to SCAQMD.
3. Mobilize crew, materials and equipment to the job site.
4. Conduct tailgate safety meeting and job site orientation.
5. Demarcate the area as a restricted work area.
6. Excavate, remove and load approximately 300 linear feet of 8" asbestos containing Transite pipe.
7. Remove any visible surface Transite material from immediate area.



13911 Struikman Rd.  
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8. Wrap all Transite pipe in 6-mil poly and seal with duct tape.
9. Label all waste with asbestos waste warning stickers and generator waste labels.
10. Prepare non-friable waste manifest
11. Coordinate owner's representative to sign waste manifest.
12. Transport and dispose of waste at approved asbestos landfill.

#### PRICING

To complete the scope of work as detailed above and clarified below, our price is.....\$ **12,681.00**

#### SCHEDULE

SCAQMD Notification ..... **2-Weeks**

To complete the scope of work we will require..... **2 Working Days**

**Working Hours are 7:00 AM – 3:30 PM**

#### CONDITIONS & CLARIFICATIONS

1. This proposal is contingent upon reaching mutually agreeable contract terms.
2. Underground piping is not to exceed 4-feet below grade.
3. Work area(s) shall be vacated of all other trades for the duration of our work.
4. Owner to provide an adequate staging area for our asbestos dumpster, materials, equipment, and supplies for the duration of our work. This staging area must be located within a reasonable distance from the work area(s).
5. Owner to supply adequate parking to our work crew at no additional cost to WESTCOR.
6. Owner to supply water for WESTCOR's use.
7. We have included the costs associated with a Procedure 5 notification.
8. We have **not** included the costs associated with an Expedited Procedure 5 notification revision fee.
9. **We will need an authorized owner's representative to sign the non-friable waste manifest.**
10. Work to be performed with Non-Union labor paid at Prevailing Wage Rates.
11. This proposal is valid for 60 days.
12. This proposal and all of its clarifications, qualifications, and exclusions shall be attached as an exhibit to any contract agreement between the parties and shall supersede all other documents.

#### EXCLUSIONS

1. Backfill and compaction of excavation.
2. Fees for permits other than those stated above.
3. Hiring a Third-Party Industrial Hygienist to perform visual inspections and air monitoring as required in Procedure 5 work plan.
4. Screening or disposal of any soil.
5. Performance and payment bonds.
6. Work on weekends or holidays.
7. Delays caused by others, which would impact our estimated costs.
8. Site security.



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We look forward to providing quality service to **Santa Clarita Valley Water Agency** on this and future projects. If you have any questions, please do not hesitate to contact me at 562.677.3990 @ ext. 102 or by cell at 562.244.5171

Sincerely,

WESTCOR Environmental, Inc.

Matt Westrup  
President