

AGREEMENT FOR REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

This agreement for removal and disposal of asbestos containing materials from the City of Redlands' Dearborn Reservoir site ("Agreement") is made and entered into this 12th day of October, 2009 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City"), and Brickley Environmental ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby retains Contractor to remove and dispose of asbestos containing materials from City's Dearborn Reservoir site. The specific removal and disposal services which Contractor shall perform are more particularly described in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Services").

ARTICLE 2 - RESPONSIBILITIES OF CONTRACTOR

- 2.1 Contractor and its subcontractors shall possess all appropriate State contractors' licenses required to perform the Services.
- 2.2 Contractor shall comply with all applicable federal, state and local laws and regulations in the performance of the Services including, but not limited, to all applicable Labor Code and prevailing wage laws, and non-discrimination laws, including the Americans with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to perform the Services are on file at City's Municipal Utilities and Engineering Department, located at the Civic Center, 35 Cajon Street, Suite 15A (Mailing: P.O. Box 3005), Redlands, California 92373.
- 2.3 Contractor acknowledges that, if it violates the Labor Code provisions relating to prevailing wages, City may enforce such provisions by withholding payments to Contractor or its subcontractors pursuant to Labor Code section 1771.6.
- 2.4 If Contractor executes an agreement with a subcontractor to perform any of the Services, Contractor shall comply with Labor Code sections 1775 and 1777.7, and shall provide the subcontractor with copies of the provisions of Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.5 Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection.
- 2.6 Contractor acknowledges that eight (8) hours constitutes a legal day's work pursuant to Labor Code section 1810.

- 2.7 Contractor shall comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.
- 2.8 Pursuant to Public Contract Code section 7104, if the Services involve digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Health and Safety Code section 25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law; (2) subsurface or latent physical conditions at the project site differing from those indicated by information about the site made available to Contractor prior to entering into this Agreement; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement. City shall promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste and cause a decrease or increase Contractor's cost of, or the time required for, performance of any part of the Services, and shall issue a change order under the procedures described in this Agreement. If a dispute arises between City and Contractor as to whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Services, Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by this Agreement or by law which pertain to the resolution of disputes between the Parties.
- 2.9 Pursuant to Labor Code section 6705, if the Services require any trench five feet or more in depth, Contractor shall submit, subject to City's approval, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- 2.10 Prior to and during any excavation, Contractor shall comply with Government Code section 4216 et seq.
- 2.11 Prior to commencement of any Services, Contractor shall provide City with the information required by Public Contract Code section 4104.
- 2.12 Pursuant to Public Contract Code section 7103.5(b), Contractor offers and agrees to assign to City all rights, title and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. section 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this Agreement

ARTICLE 3 - PERIOD OF SERVICE

- 3.1 Contractor shall commence the Services upon City's delivery to Contractor of a written "Notice to Proceed." Contractor shall complete the Services within twenty (20) calendar days from and after the date of the City's issuance to Contractor of the Notice to Proceed.

ARTICLE 4 - PAYMENT AND NOTICE

- 4.1 City shall pay Contractor the sum of Nine Thousand Five Hundred Sixty-five Dollars (\$9,565.00) as complete compensation for the Services. Payments by City to Contractor shall be made within thirty (30) days after City's receipt and approval of Contractor's invoice, by warrant payable to Contractor.
- 4.2 All notices shall be made in writing and shall be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

City:

Bassam Alzammar
Municipal Utilities and Engineering Dept.
City of Redlands
P.O. Box 3005
Redlands, CA 92373

Contractor:

Ian Gordon
Project Manager/Estimator
Brickley Environmental
957 West Reece Street
San Bernardino, CA 92411

When so addressed, such notices shall be deemed given upon deposit in the United States mail; in all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this section 4.2.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- 5.1 Contractor's Insurance to be Primary. All insurance required by this Agreement shall be maintained by Contractor throughout Contractor's performance of the Services, and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City.
- 5.2 Workers' Compensation and Employer's Liability
- A. Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance for its employees throughout the performance of the Services pursuant to Labor Code sections 3700 and 1860, in an amount which meets statutory requirements, with an

insurance carrier acceptable to City. The insurance policy shall include a provision prohibiting the policy's cancellation except upon thirty (30) days prior written notice to City. Contractor shall execute and deliver to City a Worker's Compensation Insurance Certification in the form attached hereto as Exhibit "B" prior to commencement of the Project.

- B. Contractor expressly waives all rights to subrogation against City and its elected officials, officers and employees for losses arising from work performed by Contractor on the Project by expressly waiving Contractor's immunity for injuries to Contractor's employees. Contractor agrees that the obligation to indemnify, defend and hold harmless provided for in this Agreement extends to any claim brought by, or on behalf of, any employee of Contractor.

- 5.3 Hold Harmless and Indemnification. Contractor shall indemnify, hold harmless and defend City and its elected officials, employees and agents from and against any and all claims, losses and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent or intentionally wrongful act or omission of Contractor, and its officers, employees and agents, in performing the Services.
- 5.4 Assignment. Contractor is expressly prohibited from assigning any of the work associated with the Services without the express prior written consent of City. In the event of agreement by the Parties to assign a portion of the Services, Contractor shall add the assignee as an additional insured to its insurance policies and provide City with the insurance endorsements prior to any work being performed by the assignee. Assignment does not include printing or other customary reimbursable expenses that may be provided for in this Agreement.
- 5.5 Comprehensive General Liability Insurance. Contractor shall secure and maintain in force throughout the duration of the Services comprehensive general liability insurance, with carriers acceptable to City, with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.
- 5.6 Business Auto Liability Insurance. Contractor shall secure and maintain in force throughout the duration of the Project business automobile liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used on the Project, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of coverage limits or cancellation of the policy except upon thirty (30) days prior written notice to City. A certificate of insurance and endorsements shall be delivered to City prior to commencement of the Services.

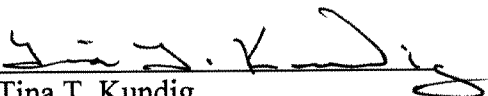
ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 6.2 All documents, records, drawings, electronic data files and data base, photographic prints and negatives, designs and specifications, cost estimates, and other Project documents developed by Contractor for the Project shall become the property of City and shall be delivered to City upon completion of the Project.
- 6.3 Contractor is, for all purposes under this Agreement, an independent contractor with respect to the Project and not an employee of City. All personnel employed by Contractor to perform the Project are for its account only, and in no event shall Contractor or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of, City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties.
- 6.4 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion of the Services. Notwithstanding the foregoing, City may terminate this Agreement for any reason, at any time at its sole discretion, upon five (5) calendar days' prior written notice to Contractor.
- 6.5 Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all work associated with the Services and (2) deliver or otherwise make available to City, copies of any data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for any work completed up until notice of termination.
- 6.6 This Agreement, including the exhibits incorporated by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein and any prior negotiations, proposals and agreements relating to the subject matter hereof are superseded by this Agreement. Any amendment to this Agreement shall be in writing and approved by City and Contractor.
- 6.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 6.8 Claims by Contractor in the amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less shall be made by Contractor and processed by City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contract Code (commencing with section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim.
- 6.9 If any provision or of this Agreement is held to be void or unenforceable under any law or regulation, it shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor.

IN WITNESS WHEREOF, duly authorized representatives of the Parties have signed in confirmation of this Agreement.

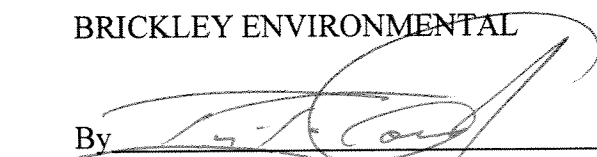
CITY OF REDLANDS

ATTEST:

By 
Tina T. Kundig
Finance Director / City Treasurer


City Clerk

BRICKLEY ENVIRONMENTAL

By 
Ian Gordon, Project Manager/Estimator

Date 10/13/09.

EXHIBIT "A"
BRICKLEY ENVIRONMENTAL
Environmental Remediation Contractor

PROPOSAL

September 17, 2009

Client:	City of Redlands Municipal Utilities & Engineering Department	Proposal Number: 17741	
Attn:	Bassam M. Alzammar	Job Name:	Storage Yard
Address:	35 Cajon Street, Suite 15A	Site Address:	500 N. Dearborn Street
City:	Redlands, CA 92373	City:	Redlands, CA 92374
Phone:	909-798-7584	Property Owner:	
Fax:	909 798-7670	Estimator:	Ian Gordon
		Contract Amount:	\$ 9,565.00

Remove and dispose of asbestos containing materials (ACM) per job walk with Bassam M. Alzammar on 09/17/09 in quantities and locations as outlined below:

- Approximately 5,500 sq. ft. of various dimensions and lengths of transite pipe.

Cost \$9,180.00

South Coast AQMD Notification Fee for this project:
Client/Owner to pay all re-notification fees
(Minimum \$ 60.00 each) and to be responsible for all
Fees if the project is cancelled.

Cost \$385.00

If a waiver of subrogation is required for workers' compensation insurance and/or general liability insurance, additional costs will be incurred by the client.

Brickley Environmental will provide all OSHA required personal and clearance air monitoring and have samples analyzed by an independent and certified laboratory.

At the completion of this project and upon payment, Brickley Environmental will provide complete documentation i.e. notification letters, waste manifest, certificate of insurance, supervisor's daily logs etc.

All regulated waste generated from this project will be properly disposed of at an EPA, State or Local Regulatory Agency approved disposal facility, utilizing the appropriate waste disposal manifest.

Work shall be performed in accordance with OSHA, EPA, and State Regulations. The above work to be completed in a substantial and workmanlike manner according to standard practices for the sum of:

Nine Thousand Five Hundred Sixty-Five*****Dollars (\$9,565.00)

Brickley Environmental will provide only the OSHA required personal air monitoring. The owner shall provide, at their costs, all additional testing and all final clearance testing or retesting on this project.

This bid offer is based on removal of certain types and quantities of hazardous and non-hazardous materials as listed in the proposal. If additional or concealed hazardous materials are found and the owner chooses abatement, a change order will be required to allow the additional costs and time to complete the additional work.

Please be advised that the owner of the property and generator of any hazardous materials may be subject to manifest / EPA number fees issued by the Department of Toxic Substances Control (DTSC). All fees issued by DTSC are the responsibility of the owner / generator. Fees are billed directly from DTSC and are not included in the contract amount.

Although Brickley Environmental takes precautions to avoid damage to finished surfaces, some damage may occur. Brickley Environmental shall not be responsible for any such reasonable cosmetic damages nor shall payments to Brickley Environmental be reduced or withheld as a result thereof. i.e. damages stemming from placement or removal of polyethylene and wood/drywall barriers and fastening materials which are required to hold barricades in place during abatement. All repairs or refinishing will be performed only under separate written agreement or change order between Brickley Environmental and owner.

EXHIBIT "B"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

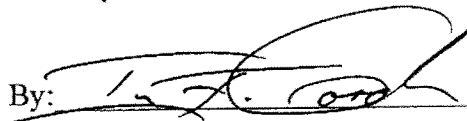
Project: Removal and disposal of asbestos containing materials at Dearborn Reservoir Site

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

Brickley Environmental

By: 

Ian Gordon, Project Manager

Date: 10/13/09

610414

Contractor's License No.

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA
herein called the "City".

Contractor shall include all component parts and everything required to perform, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete at a level of competency presently maintained by other contractors, all of the work covered by the contract in connection with the City's Project identified as

BID SCHEDULE AC PIPE REMOVAL AT DEARBORN RESERVOIR SITE

Item No.	Est. Qty.	Unit	Item Description with Unit Price or Lump Sum Price in Words	Total or Extended Price in Figures
1	1	LS	Furnish all labor and material to properly dispose of approximately 45 tons of asbestos cement pipe and miscellaneous asbestos cement fittings. For the lump sum price of: \$4,065 Dollars 0.00 Cents	\$4,065.00
2	45	PT	Haul away to an authorized dumping facility approximately 45 tons of asbestos cement pipe. For the per ton price of: \$122.00 Dollars 0.00 Cents	\$5,500.00

BID SCHEDULE TOTAL PRICE

\$ **9,565.00**

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: _____

Nine Thousand Five Hundred Sixty-five Dollars

Brickley Environmental

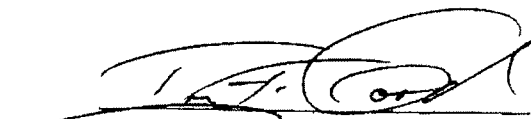
Company Name

957 West Reece Street

Address

San Bernardino, CA 92411

City, State, Zip



Signature

Ian Gordon

Name

Project Manager

Title

PERFORMANCE SCHEDULE:

1. Contact Bassam Alzammar with City of Redlands Municipal Utilities and Engineering Department with any question at (909) 798-7584 ext. 2.
2. Prevailing wages – Contractor shall comply with section 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California
3. Contractor must provide to City proper documentation from an authorized dumping facility.
4. Contractor must possess an appropriate asbestos abatement license
5. Contractor must provide insurance and workers compensation certification requirements before bid is awarded. Questions related to insurance, contact Bassam Alzammar at (909) 798-7584 ext. 2

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA
herein called the "City".

Contractor shall include all component parts and everything required to perform, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete at a level of competency presently maintained by other contractors, all of the work covered by the contract in connection with the City's Project identified as

BID SCHEDULE AC PIPE REMOVAL AT DEARBORN RESERVOIR SITE

Item No.	Est. Qty.	Unit	Item Description with Unit Price or Lump Sum Price in Words	Total or Extended Price in Figures
1	1	LS	Furnish all labor and material to properly dispose of approximately 45 tons of asbestos cement pipe and miscellaneous asbestos cement fittings. For the lump sum price of:	Dollars Cents
				\$ 15,023.99
2	45	PT	Haul away to an authorized dumping facility approximately 45 tons of asbestos cement pipe. For the per ton price of:	Dollars Cents
				\$ 6,650

BID SCHEDULE TOTAL PRICE

\$ 21,673.99

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: Twenty one thousand, six hundred, seventy three and ninety nine cents

Unlimited Environmental Inc
Company Name

1390 E. 32nd St.
Address

Signal Hill CA, 90755
City, State, Zip

[Signature]
Signature

Nestor Reyes
Name

Project Manager
Title

PERFORMANCE SCHEDULE:

1. Contact Bassam Alzammar with City of Redlands Municipal Utilities and Engineering Department with any question at (909) 798-7584 ext. 2
2. Prevailing wages – Contractor shall comply with section 1770 to 1730 inclusive of the Labor Code and Master Labor Agreement of Southern California
3. Contractor must provide to City proper documentation from an authorized dumping facility.
4. Contractor must possess an appropriate asbestos abatement license
5. Contractor must provide insurance and workers compensation certification requirements before bid is awarded. Questions related to insurance, contact Bassam Alzammar at (909) 798-7584 ext. 2

PROPOSAL

TO: THE CITY OF REDLANDS, SAN BERNARDINO COUNTY, CALIFORNIA
herein called the "City".

Contractor shall include all component parts and everything required to perform, and to provide and furnish any and all of the labor, materials, tools, equipment and all utility and transportation services necessary to perform the contract, and complete at a level of competency presently maintained by other contractors, all of the work covered by the contract in connection with the City's Project identified as

BID SCHEDULE
AC PIPE REMOVAL AT DEARBORN RESERVOIR SITE

Item No.	Est. Qty.	Unit	Item Description with Unit Price or Lump Sum Price in Words	Total or Extended Price in Figures
1	1	LS	Furnish all labor and material to properly dispose of approximately 45 tons of asbestos cement pipe and miscellaneous asbestos cement fittings. For the lump sum price of: <u>Twenty five THOUSAND</u> Dollars <u>NO CENTS</u> Cents	<u>\$25,000</u> ⁰⁰
2	45	PT	Haul away to an authorized dumping facility approximately 45 tons of asbestos cement pipe. For the per ton price of: <u>ONE HUNDRED FIFTY</u> Dollars <u>NO CENTS</u> Cents	<u>\$6750.</u> ⁰⁰

BID SCHEDULE TOTAL PRICE

\$ 31,750.00

BID SCHEDULE TOTAL PRICE WRITTEN IN WORDS: Thirty one thousand
Seven Hundred FIFTY DOLLARS no/cents

T.A. Rivard, Inc
Company Name


Signature

8884 Jurupa Road
Address

T.A. Rivard
Name

Riverside, Ca 92509
City, State, Zip

President
Title

PERFORMANCE SCHEDULE:

1. Contact Bassam Alzammar with City of Redlands Municipal Utilities and Engineering Department with any question at (909) 798-7584 ext. 2
2. Prevailing wages – Contractor shall comply with section 1770 to 1780 inclusive of the Labor Code and Master Labor Agreement of Southern California
3. Contractor must provide to City proper documentation from an authorized dumping facility.
4. Contractor must possess an appropriate asbestos abatement license
5. Contractor must provide insurance and workers compensation certification requirements before bid is awarded. Questions related to insurance, contact Bassam Alzammar at (909) 798-7584 ext. 2

Bid Opening Report

For The

REMOVAL AND DISPOSAL OF ASBESTOS CONTAINING MATERIALS

9/24/09

Company Name	Total Bid Amount
Brickley Environmental	\$9,565.00
Unlimited Environmental Inc.	\$21,673.99
T.A. Rivard	\$31,750.00