

in linear feet.

Friable surfacing materials will be randomly sampled according to the quantity of material following the 3/5/7 rule, and other materials will be sampled at least three times.

For this project, we have budgeted for collection of 87 samples. The collected samples will be documented with a chain-of-custody record. The presence of asbestos in suspect materials may be assumed or presumed in some cases without bulk samples being taken or analyzed if sampling would result in objectionable damage to surfaces or where institutional barriers preclude access.

WT will record our observations on field forms to describe the suspect ACMs, give their location by functional space, indicate the friability and the condition of each suspect ACM, estimate the approximate quantity of each material, and document the locations of the collected samples.

3.2 Microscopic Analysis

The collected samples will be submitted to an analytical laboratory for microscopic analysis using polarized light microscopy (PLM) methods for asbestos. Samples with a visual estimation of less than or equal to 1% asbestos will automatically undergo a point count analysis. A single vinyl floor tile sample, from each type of vinyl floor tile, with a visual estimation of less than or equal to 1% asbestos will undergo further analysis using transmission electron microscopy (TEM) methods of asbestos. The selected laboratory will be a participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The standard analytical turnaround time is 1 to 3 days.

Materials with one sample that exhibits a result of greater than 1% asbestos will be considered an ACM. Materials with all samples reported as “no asbestos detected” will be considered non-asbestos containing.

3.3 Data Evaluation

Once the test results are available, WT will evaluate the information obtained during the survey to:

- Identify the ACMs from the test results,
- Describe each ACM as friable or non-friable,
- Categorize each ACM as a surfacing material, thermal system insulation, or as miscellaneous material,
- Categorize each ACM as Regulated ACM (RACM), Category I Non-Friable Material (CAT I) or Category II Non-Friable Material (CAT II), and

- Indicate the class of work for abatement of the identified ACMs as established by OSHA.

3.4 Summary Report

WT will provide a draft report, in portable document format (PDF), describing the inspection methods, listing the ACMs identified from the results, indicating the OSHA classifications and NESHAP categories of the ACMs, and giving the location, condition, and quantity of these materials. The report will include supporting documentation such as site drawings, pictures, bulk asbestos analytical reports, field forms, and chain-of-custody records. The draft report may complete the agreed scope of services, or WT can finalize the report following Client review and comment. WT will also provide tables, in Microsoft Excel format (XLS), of homogenous materials by function space and figures, in Microsoft Word format (DOC), of functional space and ACM location diagrams.

4.0 SCHEDULE

WT will initiate these services after receipt of authorization to proceed. Work will be conducted Monday through Thursday after 5 pm or during normal business hours on Friday. The Client will provide WT with structure access and, if necessary, adequate escorts to complete the survey in a timely manner. All invoices and final reports will be completed and submitted by June 30, 2021.

5.0 STIPULATIONS

The following stipulations were made by WT in establishing the work scope and costs for this project:

- Variable Sample Quantities – There is no way to accurately predict the number of samples which will be necessary for a survey. The actual number of samples will depend on the total number of homogeneous materials and periods of construction actually identified within the survey area.
- Hidden or Obscured Materials – Suspect materials that are hidden or obscured from view may not be identified during normal survey procedures, and as a result, may not be sampled.
- Damage from Sampling – Sampling methods will result in some disturbance and/or damage to building materials. This Proposal/Agreement does not contain provisions for the repair of such disturbance and/or damage. Client acknowledges that WT is not responsible for the repair of damage from sampling. Client will provide a certified roofing subcontractor to make repairs after WT has sampled roofing materials.
- Special Equipment – The Property is readily accessible to inspectors, and there is safe access to all areas of the building on the Property. Special equipment required for access to parts of the building, such as scaffolding, man lifts, platforms, or other equipment, will

require an additional cost for the project.

6.0 FEES

The fee for our services will be on a time and materials basis and will not exceed **\$3,154.50**. This fee is valid for 90 calendar days after which time a review by WT will be required. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

7.0 MANNER OF PAYMENT

WT will invoice Client for total fees upon completion of services. Full payment for services is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for WT to proceed with the work to be performed may be given by returning a signed copy of this document to WT, or by giving written, or electronic notification to WT.

9.0 THE CONTRACT

The "Standard Terms and Conditions" set forth in WTI form No. 120 (attached) are applicable and incorporated herein. The provisions set forth herein, and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

WT's Authorized Representative

Theodore Stude

Typed or Printed Name

Environmental Project Manager

Title

October 27, 2020

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date

**CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES**

Project Principal	\$165.00/Hr
Project Director	\$145.00/Hr
Certified Industrial Hygienist	\$125.00/Hr
Project Manager	\$125.00/Hr
Senior Project Engineer / Geologist / Scientist.....	\$85.00/Hr
Project Engineer / Geologist / Scientist / Industrial Hygienist	\$75.00/Hr
Staff Engineer / Geologist / Scientist / Industrial Hygienist	\$65.00/Hr
Engineer / Geologist / Scientist / Industrial Hygienist.....	\$55.00/Hr
Environmental Technician	\$45.00/Hr
Senior Graphics Technician.....	\$50.00/Hr
Clerical Support Services.....	\$45.00/Hr
Safety Equipment, Per Man, Per Day.....	\$50.00 Ea
Field Sampling Equipment, Per Day.....	\$50.00 Ea
Field Monitoring Equipment, per instrument per day	\$75.00 Ea
Analytical Chemistry Services	by quote
Subcontracts / Materials / Supplies / Expendables.....	cost + 20%

CITY OF EL MIRAGE - ASBESTOS SURVEY - CITY HALL

2180PC449

WT PAY CODE	TASK	PAY ITEM DESCRIPTION	UNIT RATE	BUDGET QTY	BUDGET AMOUNT
	1	Conduct Field Coordination and Management Activities			
1		Project Manager	\$ 125.00	1	\$ 125.00
2		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
3		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 1</i>			\$ 300.00
	2	Field Preparation Activities			
11		Project Manager	\$ 125.00	0	\$ -
12		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
13		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 2</i>			\$ 130.00
	3	Conduct Inspection Activities			
21		Project Manager	\$ 125.00	0	\$ -
22		AHERA Building Inspector	\$ 65.00	20	\$ 1,300.00
23		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 3</i>			\$ 1,300.00
	4	Analysis of Samples Collected			
31		Fiberquant, PLM Analysis, 1-3 day TAT	\$ 8.50	87	\$ 739.50
32		Fiberquant, TEM Analysis, 1-3 day TAT	\$ 90.00	0	\$ -
		<i>Total For Task 4</i>			\$ 739.50
	5	Assessment Inspection Report			
41		Project Manager	\$ 125.00	2	\$ 250.00
42		AHERA Building Inspector	\$ 65.00	6	\$ 390.00
43		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 5</i>			\$ 685.00
		Project Total			\$ 3,154.50

STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

in linear feet.

Friable surfacing materials will be randomly sampled according to the quantity of material following the 3/5/7 rule, and other materials will be sampled at least three times.

For this project, we have budgeted for collection of 108 samples. The collected samples will be documented with a chain-of-custody record. The presence of asbestos in suspect materials may be assumed or presumed in some cases without bulk samples being taken or analyzed if sampling would result in objectionable damage to surfaces or where institutional barriers preclude access.

WT will record our observations on field forms to describe the suspect ACMs, give their location by functional space, indicate the friability and the condition of each suspect ACM, estimate the approximate quantity of each material, and document the locations of the collected samples.

3.2 Microscopic Analysis

The collected samples will be submitted to an analytical laboratory for microscopic analysis using polarized light microscopy (PLM) methods for asbestos. Samples with a visual estimation of less than or equal to 1% asbestos will automatically undergo a point count analysis. A single vinyl floor tile sample, from each type of vinyl floor tile, with a visual estimation of less than or equal to 1% asbestos will undergo further analysis using transmission electron microscopy (TEM) methods of asbestos. The selected laboratory will be a participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The standard analytical turnaround time is 1 to 3 days.

Materials with one sample that exhibits a result of greater than 1% asbestos will be considered an ACM. Materials with all samples reported as “no asbestos detected” will be considered non-asbestos containing.

3.3 Data Evaluation

Once the test results are available, WT will evaluate the information obtained during the survey to:

- Identify the ACMs from the test results,
- Describe each ACM as friable or non-friable,
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- Indicate the class of work for abatement of the identified ACMs as established by OSHA.

3.4 Summary Report

WT will provide a draft report, in portable document format (PDF), describing the inspection methods, listing the ACMs identified from the results, indicating the OSHA classifications and NESHAP categories of the ACMs, and giving the location, condition, and quantity of these materials. The report will include supporting documentation such as site drawings, pictures, bulk asbestos analytical reports, field forms, and chain-of-custody records. The draft report may complete the agreed scope of services, or WT can finalize the report following Client review and comment. WT will also provide tables, in Microsoft Excel format (XLS), of homogenous materials by function space and figures, in Microsoft Word format (DOC), of functional space and ACM location diagrams.

4.0 SCHEDULE

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5.0 STIPULATIONS

The following stipulations were made by WT in establishing the work scope and costs for this project:

- Variable Sample Quantities – There is no way to accurately predict the number of samples which will be necessary for a survey. The actual number of samples will depend on the total number of homogeneous materials and periods of construction actually identified within the survey area.
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- Special Equipment – The Property is readily accessible to inspectors, and there is safe access to all areas of the building on the Property. Special equipment required for access to parts of the building, such as scaffolding, man lifts, platforms, or other equipment, will

require an additional cost for the project.

6.0 FEES

The fee for our services will be on a time and materials basis and will not exceed **\$3,513.00**. This fee is valid for 90 calendar days after which time a review by WT will be required. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

7.0 MANNER OF PAYMENT

WT will invoice Client for total fees upon completion of services. Full payment for services is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for WT to proceed with the work to be performed may be given by returning a signed copy of this document to WT, or by giving written, or electronic notification to WT.

9.0 THE CONTRACT

The "Standard Terms and Conditions" set forth in WTI form No. 120 (attached) are applicable and incorporated herein. The provisions set forth herein, and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

WT's Authorized Representative

Theodore Stude

Typed or Printed Name

Environmental Project Manager

Title

October 27, 2020

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date

**CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES**

Project Principal	\$165.00/Hr
Project Director	\$145.00/Hr
Certified Industrial Hygienist	\$125.00/Hr
Project Manager	\$125.00/Hr
Senior Project Engineer / Geologist / Scientist.....	\$85.00/Hr
Project Engineer / Geologist / Scientist / Industrial Hygienist	\$75.00/Hr
Staff Engineer / Geologist / Scientist / Industrial Hygienist	\$65.00/Hr
Engineer / Geologist / Scientist / Industrial Hygienist.....	\$55.00/Hr
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Clerical Support Services.....	\$45.00/Hr
Safety Equipment, Per Man, Per Day.....	\$50.00 Ea
Field Sampling Equipment, Per Day.....	\$50.00 Ea
Field Monitoring Equipment, per instrument per day	\$75.00 Ea
Analytical Chemistry Services	by quote
Subcontracts / Materials / Supplies / Expendables.....	cost + 20%

CITY OF EL MIRAGE - ASBESTOS SURVEY - CUSTOMER SERVICE 2180PC450

WT PAY CODE	TASK	PAY ITEM DESCRIPTION	UNIT RATE	BUDGET QTY	BUDGET AMOUNT
	1	Conduct Field Coordination and Management Activities			
1		Project Manager	\$ 125.00	1	\$ 125.00
2		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
3		Clerical	\$ 45.00	1	\$ 45.00
		Total For Task 1			\$ 300.00
	2	Field Preparation Activities			
11		Project Manager	\$ 125.00	0	\$ -
12		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
13		Clerical	\$ 45.00	0	\$ -
		Total For Task 2			\$ 130.00
	3	Conduct Inspection Activities			
21		Project Manager	\$ 125.00	0	\$ -
22		AHERA Building Inspector	\$ 65.00	20	\$ 1,300.00
23		Clerical	\$ 45.00	0	\$ -
		Total For Task 3			\$ 1,300.00
	4	Analysis of Samples Collected			
31		Fiberquant, PLM Analysis, 1-3 day TAT	\$ 8.50	108	\$ 918.00
32		Fiberquant, TEM Analysis, 1-3 day TAT	\$ 90.00	2	\$ 180.00
		Total For Task 4			\$ 1,098.00
	5	Assessment Inspection Report			
41		Project Manager	\$ 125.00	2	\$ 250.00
42		AHERA Building Inspector	\$ 65.00	6	\$ 390.00
43		Clerical	\$ 45.00	1	\$ 45.00
		Total For Task 5			\$ 685.00
		Project Total			\$ 3,513.00

STANDARD TERMS AND CONDITIONS

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1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

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2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

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3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

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3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

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3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

in linear feet.

Friable surfacing materials will be randomly sampled according to the quantity of material following the 3/5/7 rule, and other materials will be sampled at least three times.

For this project, we have budgeted for collection of 87 samples. The collected samples will be documented with a chain-of-custody record. The presence of asbestos in suspect materials may be assumed or presumed in some cases without bulk samples being taken or analyzed if sampling would result in objectionable damage to surfaces or where institutional barriers preclude access.

WT will record our observations on field forms to describe the suspect ACMs, give their location by functional space, indicate the friability and the condition of each suspect ACM, estimate the approximate quantity of each material, and document the locations of the collected samples.

3.2 Microscopic Analysis

The collected samples will be submitted to an analytical laboratory for microscopic analysis using polarized light microscopy (PLM) methods for asbestos. Samples with a visual estimation of less than or equal to 1% asbestos will automatically undergo a point count analysis. A single vinyl floor tile sample, from each type of vinyl floor tile, with a visual estimation of less than or equal to 1% asbestos will undergo further analysis using transmission electron microscopy (TEM) methods of asbestos. The selected laboratory will be a participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The standard analytical turnaround time is 1 to 3 days.

Materials with one sample that exhibits a result of greater than 1% asbestos will be considered an ACM. Materials with all samples reported as “no asbestos detected” will be considered non-asbestos containing.

3.3 Data Evaluation

Once the test results are available, WT will evaluate the information obtained during the survey to:

- Identify the ACMs from the test results,
- Describe each ACM as friable or non-friable,
- Categorize each ACM as a surfacing material, thermal system insulation, or as miscellaneous material,
- Categorize each ACM as Regulated ACM (RACM), Category I Non-Friable Material (CAT I) or Category II Non-Friable Material (CAT II), and

- Indicate the class of work for abatement of the identified ACMs as established by OSHA.

3.4 Summary Report

WT will provide a draft report, in portable document format (PDF), describing the inspection methods, listing the ACMs identified from the results, indicating the OSHA classifications and NESHAP categories of the ACMs, and giving the location, condition, and quantity of these materials. The report will include supporting documentation such as site drawings, pictures, bulk asbestos analytical reports, field forms, and chain-of-custody records. The draft report may complete the agreed scope of services, or WT can finalize the report following Client review and comment. WT will also provide tables, in Microsoft Excel format (XLS), of homogenous materials by function space and figures, in Microsoft Word format (DOC), of functional space and ACM location diagrams.

4.0 SCHEDULE

WT will initiate these services after receipt of authorization to proceed. Work will be conducted Monday through Thursday after 5 pm or during normal business hours on Friday. The Client will provide WT with structure access and, if necessary, adequate escorts to complete the survey in a timely manner. All invoices and final reports will be completed and submitted by June 30, 2021.

5.0 STIPULATIONS

The following stipulations were made by WT in establishing the work scope and costs for this project:

- Variable Sample Quantities – There is no way to accurately predict the number of samples which will be necessary for a survey. The actual number of samples will depend on the total number of homogeneous materials and periods of construction actually identified within the survey area.
- Hidden or Obscured Materials – Suspect materials that are hidden or obscured from view may not be identified during normal survey procedures, and as a result, may not be sampled.
- Damage from Sampling – Sampling methods will result in some disturbance and/or damage to building materials. This Proposal/Agreement does not contain provisions for the repair of such disturbance and/or damage. Client acknowledges that WT is not responsible for the repair of damage from sampling. Client will provide a certified roofing subcontractor to make repairs after WT has sampled roofing materials.
- Special Equipment – The Property is readily accessible to inspectors, and there is safe access to all areas of the building on the Property. Special equipment required for access to parts of the building, such as scaffolding, man lifts, platforms, or other equipment, will

require an additional cost for the project.

6.0 FEES

The fee for our services will be on a time and materials basis and will not exceed **\$3,154.50**. This fee is valid for 90 calendar days after which time a review by WT will be required. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

7.0 MANNER OF PAYMENT

WT will invoice Client for total fees upon completion of services. Full payment for services is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for WT to proceed with the work to be performed may be given by returning a signed copy of this document to WT, or by giving written, or electronic notification to WT.

9.0 THE CONTRACT

The "Standard Terms and Conditions" set forth in WTI form No. 120 (attached) are applicable and incorporated herein. The provisions set forth herein, and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

WT's Authorized Representative

Theodore Stude

Typed or Printed Name

Environmental Project Manager

Title

October 27, 2020

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date

**CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES**

Project Principal	\$165.00/Hr
Project Director	\$145.00/Hr
Certified Industrial Hygienist	\$125.00/Hr
Project Manager	\$125.00/Hr
Senior Project Engineer / Geologist / Scientist.....	\$85.00/Hr
Project Engineer / Geologist / Scientist / Industrial Hygienist	\$75.00/Hr
Staff Engineer / Geologist / Scientist / Industrial Hygienist	\$65.00/Hr
Engineer / Geologist / Scientist / Industrial Hygienist.....	\$55.00/Hr
Environmental Technician	\$45.00/Hr
Senior Graphics Technician.....	\$50.00/Hr
Clerical Support Services.....	\$45.00/Hr
Safety Equipment, Per Man, Per Day.....	\$50.00 Ea
Field Sampling Equipment, Per Day.....	\$50.00 Ea
Field Monitoring Equipment, per instrument per day	\$75.00 Ea
Analytical Chemistry Services	by quote
Subcontracts / Materials / Supplies / Expendables.....	cost + 20%

CITY OF EL MIRAGE - ASBESTOS SURVEY - FIRE STATION

2180PC451

WT PAY CODE	TASK	PAY ITEM DESCRIPTION	UNIT RATE	BUDGET QTY	BUDGET AMOUNT
	1	Conduct Field Coordination and Management Activities			
1		Project Manager	\$ 125.00	1	\$ 125.00
2		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
3		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 1</i>			\$ 300.00
	2	Field Preparation Activities			
11		Project Manager	\$ 125.00	0	\$ -
12		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
13		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 2</i>			\$ 130.00
	3	Conduct Inspection Activities			
21		Project Manager	\$ 125.00	0	\$ -
22		AHERA Building Inspector	\$ 65.00	20	\$ 1,300.00
23		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 3</i>			\$ 1,300.00
	4	Analysis of Samples Collected			
31		Fiberquant, PLM Analysis, 1-3 day TAT	\$ 8.50	87	\$ 739.50
32		Fiberquant, TEM Analysis, 1-3 day TAT	\$ 90.00	0	\$ -
		<i>Total For Task 4</i>			\$ 739.50
	5	Assessment Inspection Report			
41		Project Manager	\$ 125.00	2	\$ 250.00
42		AHERA Building Inspector	\$ 65.00	6	\$ 390.00
43		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 5</i>			\$ 685.00
		Project Total			\$ 3,154.50

STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

Friable surfacing materials will be randomly sampled according to the quantity of material following the 3/5/7 rule, and other materials will be sampled at least three times.

WT has reviewed a prior asbestos survey report regarding the Property prepared by Builders Enviro Services, Inc (BES). The report was titled *Comprehensive Asbestos Survey, City of Fire Department Annex, 13513 N. El Mirage Road, El Mirage, AZ 85335*, dated May 8, 2013. WT, if possible, will identify and locate homogeneous materials sampled by BES from that report and will not resample those materials.

For this project, we have budgeted for collection of 96 samples. The collected samples will be documented with a chain-of-custody record. The presence of asbestos in suspect materials may be assumed or presumed in some cases without bulk samples being taken or analyzed if sampling would result in objectionable damage to surfaces or where institutional barriers preclude access.

WT will record our observations on field forms to describe the suspect ACMs, give their location by functional space, indicate the friability and the condition of each suspect ACM, estimate the approximate quantity of each material, and document the locations of the collected samples.

3.2 Microscopic Analysis

The collected samples will be submitted to an analytical laboratory for microscopic analysis using polarized light microscopy (PLM) methods for asbestos. Samples with a visual estimation of less than or equal to 1% asbestos will automatically undergo a point count analysis. A single vinyl floor tile sample, from each type of vinyl floor tile, with a visual estimation of less than or equal to 1% asbestos will undergo further analysis using transmission electron microscopy (TEM) methods of asbestos. The selected laboratory will be a participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The standard analytical turnaround time is 1 to 3 days.

Materials with one sample that exhibits a result of greater than 1% asbestos will be considered an ACM. Materials with all samples reported as “no asbestos detected” will be considered non-asbestos containing.

NOTE: If vermiculite insulation is identified within the masonry walls of structures, WT will request additional funds as a pass-through cost for analysis. Laboratory analysis of vermiculite by PLM with CARB 435 prep (milling) Level A for 0.25% target analytical sensitivity is \$120 per sample with an analytical turnaround time of 3 days.

3.3 Data Evaluation

Once the test results are available, WT will evaluate the information obtained during the survey to:

- Identify the ACMs from the test results,
- Describe each ACM as friable or non-friable,
- Categorize each ACM as a surfacing material, thermal system insulation, or as miscellaneous material,
- Categorize each ACM as Regulated ACM (RACM), Category I Non-Friable Material (CAT I) or Category II Non-Friable Material (CAT II), and
- Indicate the class of work for abatement of the identified ACMs as established by OSHA.

3.4 Summary Report

WT will provide a draft report, in portable document format (PDF), describing the inspection methods, listing the ACMs identified from the results, indicating the OSHA classifications and NESHAP categories of the ACMs, and giving the location, condition, and quantity of these materials. The report will include supporting documentation such as site drawings, pictures, bulk asbestos analytical reports, field forms, and chain-of-custody records. The draft report may complete the agreed scope of services, or WT can finalize the report following Client review and comment. WT will also provide tables, in Microsoft Excel format (XLS), of homogenous materials by function space and figures, in Microsoft Word format (DOC), of functional space and ACM location diagrams.

4.0 SCHEDULE

WT will initiate these services after receipt of authorization to proceed. Work will be conducted Monday through Thursday after 5 pm or during normal business hours on Friday. The Client will provide WT with structure access and, if necessary, adequate escorts to complete the survey in a timely manner. All invoices and final reports will be completed and submitted by June 30, 2021.

5.0 STIPULATIONS

The following stipulations were made by WT in establishing the work scope and costs for this project:

- Variable Sample Quantities – There is no way to accurately predict the number of samples which will be necessary for a survey. The actual number of samples will depend on the total number of homogeneous materials and periods of construction actually identified within the survey area.
- Hidden or Obscured Materials – Suspect materials that are hidden or obscured from view may not be identified during normal survey procedures, and as a result, may not be sampled.

- Damage from Sampling – Sampling methods will result in some disturbance and/or damage to building materials. This Proposal/Agreement does not contain provisions for the repair of such disturbance and/or damage. Client acknowledges that WT is not responsible for the repair of damage from sampling. Client will provide a certified roofing subcontractor to make repairs after WT has sampled roofing materials.
- Special Equipment – The Property is readily accessible to inspectors, and there is safe access to all areas of the building on the Property. Special equipment required for access to parts of the building, such as scaffolding, man lifts, platforms, or other equipment, will require an additional cost for the project.

6.0 FEES

The fee for our services will be on a time and materials basis and will not exceed **\$3,321.00**. This fee is valid for 90 calendar days after which time a review by WT will be required. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

NOTE: If vermiculite insulation is identified within the masonry walls of structures, WT will request additional funds as a pass-through cost for analysis. Laboratory analysis of vermiculite by PLM with CARB 435 prep (milling) Level A for 0.25% target analytical sensitivity is \$120 per sample with an analytical turnaround time of 3 days.

7.0 MANNER OF PAYMENT

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8.0 NOTICE TO PROCEED

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The "Standard Terms and Conditions" set forth in WTI form No. 120 (attached) are applicable and incorporated herein. The provisions set forth herein, and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

WT's Authorized Representative

Theodore Stude

Typed or Printed Name

Environmental Project Manager

Title

October 27, 2020

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date

**CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES**

Project Principal	\$165.00/Hr
Project Director	\$145.00/Hr
Certified Industrial Hygienist	\$125.00/Hr
Project Manager	\$125.00/Hr
Senior Project Engineer / Geologist / Scientist.....	\$85.00/Hr
Project Engineer / Geologist / Scientist / Industrial Hygienist	\$75.00/Hr
Staff Engineer / Geologist / Scientist / Industrial Hygienist	\$65.00/Hr
Engineer / Geologist / Scientist / Industrial Hygienist.....	\$55.00/Hr
Environmental Technician	\$45.00/Hr
Senior Graphics Technician.....	\$50.00/Hr
Clerical Support Services.....	\$45.00/Hr
Safety Equipment, Per Man, Per Day.....	\$50.00 Ea
Field Sampling Equipment, Per Day.....	\$50.00 Ea
Field Monitoring Equipment, per instrument per day	\$75.00 Ea
Analytical Chemistry Services	by quote
Subcontracts / Materials / Supplies / Expendables.....	cost + 20%

CITY OF EL MIRAGE - ASBESTOS SURVEY - OLD FIRE STATION

2180PC452

WT PAY CODE	TASK	PAY ITEM DESCRIPTION	UNIT RATE	BUDGET QTY	BUDGET AMOUNT
	1	Conduct Field Coordination and Management Activities			
1		Project Manager	\$ 125.00	1	\$ 125.00
2		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
3		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 1</i>			\$ 300.00
	2	Field Preparation Activities			
11		Project Manager	\$ 125.00	0	\$ -
12		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
13		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 2</i>			\$ 130.00
	3	Conduct Inspection Activities			
21		Project Manager	\$ 125.00	0	\$ -
22		AHERA Building Inspector	\$ 65.00	20	\$ 1,300.00
23		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 3</i>			\$ 1,300.00
	4	Analysis of Samples Collected			
31		Fiberquant, PLM Analysis, 1-3 day TAT	\$ 8.50	96	\$ 816.00
32		Fiberquant, TEM Analysis, 1-3 day TAT	\$ 90.00	1	\$ 90.00
		<i>Total For Task 4</i>			\$ 906.00
	5	Assessment Inspection Report			
41		Project Manager	\$ 125.00	2	\$ 250.00
42		AHERA Building Inspector	\$ 65.00	6	\$ 390.00
43		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 5</i>			\$ 685.00
		Project Total			\$ 3,321.00

STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

in linear feet.

Friable surfacing materials will be randomly sampled according to the quantity of material following the 3/5/7 rule, and other materials will be sampled at least three times.

For this project, we have budgeted for collection of 84 samples. The collected samples will be documented with a chain-of-custody record. The presence of asbestos in suspect materials may be assumed or presumed in some cases without bulk samples being taken or analyzed if sampling would result in objectionable damage to surfaces or where institutional barriers preclude access.

WT will record our observations on field forms to describe the suspect ACMs, give their location by functional space, indicate the friability and the condition of each suspect ACM, estimate the approximate quantity of each material, and document the locations of the collected samples.

3.2 Microscopic Analysis

The collected samples will be submitted to an analytical laboratory for microscopic analysis using polarized light microscopy (PLM) methods for asbestos. Samples with a visual estimation of less than or equal to 1% asbestos will automatically undergo a point count analysis. A single vinyl floor tile sample, from each type of vinyl floor tile, with a visual estimation of less than or equal to 1% asbestos will undergo further analysis using transmission electron microscopy (TEM) methods of asbestos. The selected laboratory will be a participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The standard analytical turnaround time is 1 to 3 days.

Materials with one sample that exhibits a result of greater than 1% asbestos will be considered an ACM. Materials with all samples reported as “no asbestos detected” will be considered non-asbestos containing.

3.3 Data Evaluation

Once the test results are available, WT will evaluate the information obtained during the survey to:

- Identify the ACMs from the test results,
- Describe each ACM as friable or non-friable,
- Categorize each ACM as a surfacing material, thermal system insulation, or as miscellaneous material,
- Categorize each ACM as Regulated ACM (RACM), Category I Non-Friable Material (CAT I) or Category II Non-Friable Material (CAT II), and

- Indicate the class of work for abatement of the identified ACMs as established by OSHA.

3.4 Summary Report

WT will provide a draft report, in portable document format (PDF), describing the inspection methods, listing the ACMs identified from the results, indicating the OSHA classifications and NESHAP categories of the ACMs, and giving the location, condition, and quantity of these materials. The report will include supporting documentation such as site drawings, pictures, bulk asbestos analytical reports, field forms, and chain-of-custody records. The draft report may complete the agreed scope of services, or WT can finalize the report following Client review and comment. WT will also provide tables, in Microsoft Excel format (XLS), of homogenous materials by function space and figures, in Microsoft Word format (DOC), of functional space and ACM location diagrams.

4.0 SCHEDULE

WT will initiate these services after receipt of authorization to proceed. Work will be conducted Monday through Thursday after 5 pm or during normal business hours on Friday. The Client will provide WT with structure access and, if necessary, adequate escorts to complete the survey in a timely manner. All invoices and final reports will be completed and submitted by June 30, 2021.

5.0 STIPULATIONS

The following stipulations were made by WT in establishing the work scope and costs for this project:

- Variable Sample Quantities – There is no way to accurately predict the number of samples which will be necessary for a survey. The actual number of samples will depend on the total number of homogeneous materials and periods of construction actually identified within the survey area.
- Hidden or Obscured Materials – Suspect materials that are hidden or obscured from view may not be identified during normal survey procedures, and as a result, may not be sampled.
- Damage from Sampling – Sampling methods will result in some disturbance and/or damage to building materials. This Proposal/Agreement does not contain provisions for the repair of such disturbance and/or damage. Client acknowledges that WT is not responsible for the repair of damage from sampling. Client will provide a certified roofing subcontractor to make repairs after WT has sampled roofing materials.
- Special Equipment – The Property is readily accessible to inspectors, and there is safe access to all areas of the building on the Property. Special equipment required for access to parts of the building, such as scaffolding, man lifts, platforms, or other equipment, will

require an additional cost for the project.

6.0 FEES

The fee for our services will be on a time and materials basis and will not exceed **\$3,089.00**. This fee is valid for 90 calendar days after which time a review by WT will be required. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

7.0 MANNER OF PAYMENT

WT will invoice Client for total fees upon completion of services. Full payment for services is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for WT to proceed with the work to be performed may be given by returning a signed copy of this document to WT, or by giving written, or electronic notification to WT.

9.0 THE CONTRACT

The "Standard Terms and Conditions" set forth in WTI form No. 120 (attached) are applicable and incorporated herein. The provisions set forth herein, and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

WT's Authorized Representative

Theodore Stude

Typed or Printed Name

Environmental Project Manager

Title

October 27, 2020

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date

**CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES**

Project Principal	\$165.00/Hr
Project Director	\$145.00/Hr
Certified Industrial Hygienist	\$125.00/Hr
Project Manager	\$125.00/Hr
Senior Project Engineer / Geologist / Scientist.....	\$85.00/Hr
Project Engineer / Geologist / Scientist / Industrial Hygienist	\$75.00/Hr
Staff Engineer / Geologist / Scientist / Industrial Hygienist	\$65.00/Hr
Engineer / Geologist / Scientist / Industrial Hygienist.....	\$55.00/Hr
Environmental Technician	\$45.00/Hr
Senior Graphics Technician.....	\$50.00/Hr
Clerical Support Services.....	\$45.00/Hr
Safety Equipment, Per Man, Per Day.....	\$50.00 Ea
Field Sampling Equipment, Per Day.....	\$50.00 Ea
Field Monitoring Equipment, per instrument per day	\$75.00 Ea
Analytical Chemistry Services	by quote
Subcontracts / Materials / Supplies / Expendables.....	cost + 20%

CITY OF EL MIRAGE - ASBESTOS SURVEY - LIBRARY

2180PC453

WT PAY CODE	TASK	PAY ITEM DESCRIPTION	UNIT RATE	BUDGET QTY	BUDGET AMOUNT
	1	Conduct Field Coordination and Management Activities			
1		Project Manager	\$ 125.00	1	\$ 125.00
2		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
3		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 1</i>			\$ 300.00
	2	Field Preparation Activities			
11		Project Manager	\$ 125.00	0	\$ -
12		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
13		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 2</i>			\$ 130.00
	3	Conduct Inspection Activities			
21		Project Manager	\$ 125.00	0	\$ -
22		AHERA Building Inspector	\$ 65.00	18	\$ 1,170.00
23		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 3</i>			\$ 1,170.00
	4	Analysis of Samples Collected			
31		Fiberquant, PLM Analysis, 1-3 day TAT	\$ 8.50	84	\$ 714.00
32		Fiberquant, TEM Analysis, 1-3 day TAT	\$ 90.00	1	\$ 90.00
		<i>Total For Task 4</i>			\$ 804.00
	5	Assessment Inspection Report			
41		Project Manager	\$ 125.00	2	\$ 250.00
42		AHERA Building Inspector	\$ 65.00	6	\$ 390.00
43		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 5</i>			\$ 685.00
		Project Total			\$ 3,089.00

STANDARD TERMS AND CONDITIONS

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1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

in linear feet.

Friable surfacing materials will be randomly sampled according to the quantity of material following the 3/5/7 rule, and other materials will be sampled at least three times.

For this project, we have budgeted for collection of 132 samples. The collected samples will be documented with a chain-of-custody record. The presence of asbestos in suspect materials may be assumed or presumed in some cases without bulk samples being taken or analyzed if sampling would result in objectionable damage to surfaces or where institutional barriers preclude access.

WT will record our observations on field forms to describe the suspect ACMs, give their location by functional space, indicate the friability and the condition of each suspect ACM, estimate the approximate quantity of each material, and document the locations of the collected samples.

3.2 Microscopic Analysis

The collected samples will be submitted to an analytical laboratory for microscopic analysis using polarized light microscopy (PLM) methods for asbestos. Samples with a visual estimation of less than or equal to 1% asbestos will automatically undergo a point count analysis. A single vinyl floor tile sample, from each type of vinyl floor tile, with a visual estimation of less than or equal to 1% asbestos will undergo further analysis using transmission electron microscopy (TEM) methods of asbestos. The selected laboratory will be a participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The standard analytical turnaround time is 1 to 3 days.

Materials with one sample that exhibits a result of greater than 1% asbestos will be considered an ACM. Materials with all samples reported as “no asbestos detected” will be considered non-asbestos containing.

3.3 Data Evaluation

Once the test results are available, WT will evaluate the information obtained during the survey to:

- Identify the ACMs from the test results,
- Describe each ACM as friable or non-friable,
- Categorize each ACM as a surfacing material, thermal system insulation, or as miscellaneous material,
- Categorize each ACM as Regulated ACM (RACM), Category I Non-Friable Material (CAT I) or Category II Non-Friable Material (CAT II), and

- Indicate the class of work for abatement of the identified ACMs as established by OSHA.

3.4 Summary Report

WT will provide a draft report, in portable document format (PDF), describing the inspection methods, listing the ACMs identified from the results, indicating the OSHA classifications and NESHAP categories of the ACMs, and giving the location, condition, and quantity of these materials. The report will include supporting documentation such as site drawings, pictures, bulk asbestos analytical reports, field forms, and chain-of-custody records. The draft report may complete the agreed scope of services, or WT can finalize the report following Client review and comment. WT will also provide tables, in Microsoft Excel format (XLS), of homogenous materials by function space and figures, in Microsoft Word format (DOC), of functional space and ACM location diagrams.

4.0 SCHEDULE

WT will initiate these services after receipt of authorization to proceed. Work will be conducted Monday through Thursday after 5 pm or during normal business hours on Friday. The Client will provide WT with structure access and, if necessary, adequate escorts to complete the survey in a timely manner. All invoices and final reports will be completed and submitted by June 30, 2021.

5.0 STIPULATIONS

The following stipulations were made by WT in establishing the work scope and costs for this project:

- Variable Sample Quantities – There is no way to accurately predict the number of samples which will be necessary for a survey. The actual number of samples will depend on the total number of homogeneous materials and periods of construction actually identified within the survey area.
- Hidden or Obscured Materials – Suspect materials that are hidden or obscured from view may not be identified during normal survey procedures, and as a result, may not be sampled.
- Damage from Sampling – Sampling methods will result in some disturbance and/or damage to building materials. This Proposal/Agreement does not contain provisions for the repair of such disturbance and/or damage. Client acknowledges that WT is not responsible for the repair of damage from sampling. Client will provide a certified roofing subcontractor to make repairs after WT has sampled roofing materials.
- Special Equipment – The Property is readily accessible to inspectors, and there is safe access to all areas of the building on the Property. Special equipment required for access to parts of the building, such as scaffolding, man lifts, platforms, or other equipment, will

require an additional cost for the project.

6.0 FEES

The fee for our services will be on a time and materials basis and will not exceed **\$4,667.00**. This fee is valid for 90 calendar days after which time a review by WT will be required. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

7.0 MANNER OF PAYMENT

WT will invoice Client for total fees upon completion of services. Full payment for services is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for WT to proceed with the work to be performed may be given by returning a signed copy of this document to WT, or by giving written, or electronic notification to WT.

9.0 THE CONTRACT

The "Standard Terms and Conditions" set forth in WTI form No. 120 (attached) are applicable and incorporated herein. The provisions set forth herein, and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

WT's Authorized Representative

Theodore Stude

Typed or Printed Name

Environmental Project Manager

Title

October 27, 2020

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date

**CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES**

Project Principal	\$165.00/Hr
Project Director	\$145.00/Hr
Certified Industrial Hygienist	\$125.00/Hr
Project Manager	\$125.00/Hr
Senior Project Engineer / Geologist / Scientist.....	\$85.00/Hr
Project Engineer / Geologist / Scientist / Industrial Hygienist	\$75.00/Hr
Staff Engineer / Geologist / Scientist / Industrial Hygienist	\$65.00/Hr
Engineer / Geologist / Scientist / Industrial Hygienist.....	\$55.00/Hr
Environmental Technician	\$45.00/Hr
Senior Graphics Technician.....	\$50.00/Hr
Clerical Support Services.....	\$45.00/Hr
Safety Equipment, Per Man, Per Day.....	\$50.00 Ea
Field Sampling Equipment, Per Day.....	\$50.00 Ea
Field Monitoring Equipment, per instrument per day	\$75.00 Ea
Analytical Chemistry Services	by quote
Subcontracts / Materials / Supplies / Expendables.....	cost + 20%

CITY OF EL MIRAGE - ASBESTOS SURVEY - POLICE STATION

2180PC454

WT PAY CODE	TASK	PAY ITEM DESCRIPTION	UNIT RATE	BUDGET QTY	BUDGET AMOUNT
	1	Conduct Field Coordination and Management Activities			
1		Project Manager	\$ 125.00	1	\$ 125.00
2		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
3		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 1</i>			\$ 300.00
	2	Field Preparation Activities			
11		Project Manager	\$ 125.00	0	\$ -
12		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
13		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 2</i>			\$ 130.00
	3	Conduct Inspection Activities			
21		Project Manager	\$ 125.00	0	\$ -
22		AHERA Building Inspector	\$ 65.00	36	\$ 2,340.00
23		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 3</i>			\$ 2,340.00
	4	Analysis of Samples Collected			
31		Fiberquant, PLM Analysis, 1-3 day TAT	\$ 8.50	132	\$ 1,122.00
32		Fiberquant, TEM Analysis, 1-3 day TAT	\$ 90.00	1	\$ 90.00
		<i>Total For Task 4</i>			\$ 1,212.00
	5	Assessment Inspection Report			
41		Project Manager	\$ 125.00	2	\$ 250.00
42		AHERA Building Inspector	\$ 65.00	6	\$ 390.00
43		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 5</i>			\$ 685.00
		Project Total			\$ 4,667.00

STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

condition of each suspect ACM will be evaluated by the inspectors using visual observation and physical contact with the materials. WT will estimate the quantity of the identified suspect ACMs in square feet except for thermal system insulation, which will be expressed in linear feet.

Friable surfacing materials will be randomly sampled according to the quantity of material following the 3/5/7 rule, and other materials will be sampled at least three times.

For this project, we have budgeted for collection of 183 samples (81 for Building A and 102 for Building B). The collected samples will be documented with a chain-of-custody record. The presence of asbestos in suspect materials may be assumed or presumed in some cases without bulk samples being taken or analyzed if sampling would result in objectionable damage to surfaces or where institutional barriers preclude access.

WT will record our observations on field forms to describe the suspect ACMs, give their location by functional space, indicate the friability and the condition of each suspect ACM, estimate the approximate quantity of each material, and document the locations of the collected samples.

3.2 Microscopic Analysis

The collected samples will be submitted to an analytical laboratory for microscopic analysis using polarized light microscopy (PLM) methods for asbestos. Samples with a visual estimation of less than or equal to 1% asbestos will automatically undergo a point count analysis. A single vinyl floor tile sample, from each type of vinyl floor tile, with a visual estimation of less than or equal to 1% asbestos will undergo further analysis using transmission electron microscopy (TEM) methods of asbestos. The selected laboratory will be a participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The standard analytical turnaround time is 1 to 3 days.

Materials with one sample that exhibits a result of greater than 1% asbestos will be considered an ACM. Materials with all samples reported as “no asbestos detected” will be considered non-asbestos containing.

3.3 Data Evaluation

Once the test results are available, WT will evaluate the information obtained during the survey to:

- Identify the ACMs from the test results,
- Describe each ACM as friable or non-friable,
- Categorize each ACM as a surfacing material, thermal system insulation, or as miscellaneous material,

- Categorize each ACM as Regulated ACM (RACM), Category I Non-Friable Material (CAT I) or Category II Non-Friable Material (CAT II), and
- Indicate the class of work for abatement of the identified ACMs as established by OSHA.

3.4 Summary Report

WT will provide a draft report, in portable document format (PDF), describing the inspection methods, listing the ACMs identified from the results, indicating the OSHA classifications and NESHAP categories of the ACMs, and giving the location, condition, and quantity of these materials. The report will include supporting documentation such as site drawings, pictures, bulk asbestos analytical reports, field forms, and chain-of-custody records. The draft report may complete the agreed scope of services, or WT can finalize the report following Client review and comment. WT will also provide tables, in Microsoft Excel format (XLS), of homogenous materials by function space and figures, in Microsoft Word format (DOC), of functional space and ACM location diagrams.

4.0 SCHEDULE

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5.0 STIPULATIONS

The following stipulations were made by WT in establishing the work scope and costs for this project:

- Variable Sample Quantities – There is no way to accurately predict the number of samples which will be necessary for a survey. The actual number of samples will depend on the total number of homogeneous materials and periods of construction actually identified within the survey area.
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6.0 FEES

The fee for our services will be on a time and materials basis and will not exceed **\$5,140.50**. This fee is valid for 90 calendar days after which time a review by WT will be required. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

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9.0 THE CONTRACT

The “Standard Terms and Conditions” set forth in WTI form No. 120 (attached) are applicable and incorporated herein. The provisions set forth herein, and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

WT's Authorized Representative

Theodore Stude

Typed or Printed Name

Environmental Project Manager

Title

October 27, 2020

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date

**CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES**

Project Principal	\$165.00/Hr
Project Director	\$145.00/Hr
Certified Industrial Hygienist	\$125.00/Hr
Project Manager	\$125.00/Hr
Senior Project Engineer / Geologist / Scientist.....	\$85.00/Hr
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Field Monitoring Equipment, per instrument per day	\$75.00 Ea
Analytical Chemistry Services	by quote
Subcontracts / Materials / Supplies / Expendables.....	cost + 20%

CITY OF EL MIRAGE - ASBESTOS SURVEY - PUBLIC WORKS FACILITY 2180PC455

WT PAY CODE	TASK	PAY ITEM DESCRIPTION	UNIT RATE	BUDGET QTY	BUDGET AMOUNT
	1	Conduct Field Coordination and Management Activities			
1		Project Manager	\$ 125.00	1	\$ 125.00
2		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
3		Clerical	\$ 45.00	1	\$ 45.00
		Total For Task 1			\$ 300.00
	2	Field Preparation Activities			
11		Project Manager	\$ 125.00	0	\$ -
12		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
13		Clerical	\$ 45.00	0	\$ -
		Total For Task 2			\$ 130.00
	3	Conduct Inspection Activities			
21		Project Manager	\$ 125.00	0	\$ -
22		AHERA Building Inspector	\$ 65.00	36	\$ 2,340.00
23		Clerical	\$ 45.00	0	\$ -
		Total For Task 3			\$ 2,340.00
	4	Analysis of Samples Collected			
31		Fiberquant, PLM Analysis, 1-3 day TAT	\$ 8.50	183	\$ 1,555.50
32		Fiberquant, TEM Analysis, 1-3 day TAT	\$ 90.00	0	\$ -
		Total For Task 4			\$ 1,555.50
	5	Assessment Inspection Report			
41		Project Manager	\$ 125.00	2	\$ 250.00
42		AHERA Building Inspector	\$ 65.00	8	\$ 520.00
43		Clerical	\$ 45.00	1	\$ 45.00
		Total For Task 5			\$ 815.00
		Project Total			\$ 5,140.50

STANDARD TERMS AND CONDITIONS

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1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

5.4 EXCEPT FOR ENVIRONMENTAL SERVICES THAT SPECIFICALLY INCLUDE AN INDOOR MOLD SURVEY, NO ACTION OR CLAIM OF ANY KIND WHATSOEVER MAY BE BROUGHT AGAINST WT ARISING OUT OF THE PRESENCE OR EXISTENCE OF MOLD. ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES WT FROM ALL SUCH CLAIMS AND LIABILITIES.

5.5 No officer, director, principal, employee, or agent of WT shall ever be personally sued, joined, liable, or responsible regarding any claim whatsoever. **ALL SUCH ACTIONS ARE ABSOLUTELY BARRED AND CLIENT ABSOLUTELY AND IRREVOCABLY RELEASES SUCH INDIVIDUALS FROM ALL ACTIONS, CLAIMS, LIABILITIES, AND RESPONSIBILITY.**

6. HAZARDOUS MATERIALS AND OTHER SITE CONDITIONS

WT does not create, generate, arrange for or transport, dispose, own, or store hazardous materials or operate any such facility in the performance of its work. Client shall maintain possession of and be responsible for the removal and disposal of all hazardous materials including, but not limited to samples, drilling mud, fluids and cuttings, decontamination and well development fluids, and used protective gear and equipment. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, or storage and disposal of hazardous wastes and pollutants. Client shall be solely responsible for notifying all appropriate agencies and prospective buyers of the existence of any hazardous or dangerous materials located on or in the project site, or discovered during the performance of the Agreement, as may be required or advised by such agencies and buyers.

7. PROPERTY

7.1 All work papers (including reports, field notes, laboratory notes, laboratory test data, calculations and other documents prepared by WT), electronic data files and other work product generated by or for WT in connection with the Scope of Work are the property of WT. Samples obtained shall remain the property of Client.

7.2 Client has the right to use the reports, recommendations, design criteria and similar information submitted to it by WT, provided that Client pays WT's invoices. Client expressly agrees that no information produced or provided by WT shall be used for or at any location or for any project or project extension that is not expressly set forth in this Agreement without WT's prior written permission.

7.3 Because data stored on electronic media can deteriorate or be modified without WT's knowledge or control, Client assumes all responsibility for the completeness, correctness, and/or readability of electronic data. Client will indemnify, defend, and hold WT harmless of and from the use of and any reliance upon any part of said electronic data and/or anything generated from them. The controlling document regarding any document prepared by WT shall remain and always be the signed hard-copy paper document, and not any electronic form or format of such document.

7.4 Client shall not assign this Agreement, any of WT's reporting or work product, or any legal or equitable claim involving WT, without the prior express written consent of WT. Any purported assignment without the prior express written consent of WT shall be null and void.

8. TERMINATION

In addition to termination otherwise authorized by law and equity, this Agreement may be terminated by either party upon providing written notice of termination.

9. WT NOT BOUND

WT shall not be bound by: any provision incorporating by reference any contract or term of any contract unless the term or terms incorporated by reference are specifically furnished to WT and are expressly agreed to in a writing signed by WT; any provision or agreement providing for or imposing liquidated damages however described or denominated; any provision waiving any right to a mechanic's lien; any provision conditioning payment for WT's services upon payment to Client by any third party; any provision requiring the application of law or jurisdiction other than that which applies to the place of the project; any provision permitting Client to take possession of any property of WT; or any provision requiring mediation or arbitration of any claim or dispute.

10. FEES AND COSTS

In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.

and physical contact with the materials. WT will estimate the quantity of the identified suspect ACMs in square feet except for thermal system insulation, which will be expressed in linear feet.

Friable surfacing materials will be randomly sampled according to the quantity of material following the 3/5/7 rule, and other materials will be sampled at least three times.

For this project, we have budgeted for collection of 231 samples (123 for the Senior Center and 108 for the Courts). The collected samples will be documented with a chain-of-custody record. The presence of asbestos in suspect materials may be assumed or presumed in some cases without bulk samples being taken or analyzed if sampling would result in objectionable damage to surfaces or where institutional barriers preclude access.

WT will record our observations on field forms to describe the suspect ACMs, give their location by functional space, indicate the friability and the condition of each suspect ACM, estimate the approximate quantity of each material, and document the locations of the collected samples.

3.2 Microscopic Analysis

The collected samples will be submitted to an analytical laboratory for microscopic analysis using polarized light microscopy (PLM) methods for asbestos. Samples with a visual estimation of less than or equal to 1% asbestos will automatically undergo a point count analysis. A single vinyl floor tile sample, from each type of vinyl floor tile, with a visual estimation of less than or equal to 1% asbestos will undergo further analysis using transmission electron microscopy (TEM) methods of asbestos. The selected laboratory will be a participant in the National Voluntary Laboratory Accreditation Program (NVLAP). The standard analytical turnaround time is 1 to 3 days.

Materials with one sample that exhibits a result of greater than 1% asbestos will be considered an ACM. Materials with all samples reported as “no asbestos detected” will be considered non-asbestos containing.

3.3 Data Evaluation

Once the test results are available, WT will evaluate the information obtained during the survey to:

- Identify the ACMs from the test results,
- Describe each ACM as friable or non-friable,
- Categorize each ACM as a surfacing material, thermal system insulation, or as miscellaneous material,
- Categorize each ACM as Regulated ACM (RACM), Category I Non-Friable Material

(CAT I) or Category II Non-Friable Material (CAT II), and

- Indicate the class of work for abatement of the identified ACMs as established by OSHA.

3.4 Summary Report

WT will provide a draft report, in portable document format (PDF), describing the inspection methods, listing the ACMs identified from the results, indicating the OSHA classifications and NESHAP categories of the ACMs, and giving the location, condition, and quantity of these materials. The report will include supporting documentation such as site drawings, pictures, bulk asbestos analytical reports, field forms, and chain-of-custody records. The draft report may complete the agreed scope of services, or WT can finalize the report following Client review and comment. WT will also provide tables, in Microsoft Excel format (XLS), of homogenous materials by function space and figures, in Microsoft Word format (DOC), of functional space and ACM location diagrams.

4.0 SCHEDULE

WT will initiate these services after receipt of authorization to proceed. Work will be conducted Monday through Thursday after 5 pm or during normal business hours on Friday. The Client will provide WT with structure access and, if necessary, adequate escorts to complete the survey in a timely manner. All invoices and final reports will be completed and submitted by June 30, 2021.

5.0 STIPULATIONS

The following stipulations were made by WT in establishing the work scope and costs for this project:

- Variable Sample Quantities – There is no way to accurately predict the number of samples which will be necessary for a survey. The actual number of samples will depend on the total number of homogeneous materials and periods of construction actually identified within the survey area.
- Hidden or Obscured Materials – Suspect materials that are hidden or obscured from view may not be identified during normal survey procedures, and as a result, may not be sampled.
- Damage from Sampling – Sampling methods will result in some disturbance and/or damage to building materials. This Proposal/Agreement does not contain provisions for the repair of such disturbance and/or damage. Client acknowledges that WT is not responsible for the repair of damage from sampling. Client will provide a certified roofing subcontractor to make repairs after WT has sampled roofing materials.
- Special Equipment – The Property is readily accessible to inspectors, and there is safe

access to all areas of the building on the Property. Special equipment required for access to parts of the building, such as scaffolding, man lifts, platforms, or other equipment, will require an additional cost for the project.

6.0 FEES

The fee for our services will be on a time and materials basis and will not exceed **\$5,908.50**. This fee is valid for 90 calendar days after which time a review by WT will be required. Additional work, which might be indicated by the discovery of unanticipated conditions in the field, will be performed only with your authorization and as part of subsequent studies in accordance with our current fee schedule attached hereto.

7.0 MANNER OF PAYMENT

WT will invoice Client for total fees upon completion of services. Full payment for services is due upon receipt of invoice.

8.0 NOTICE TO PROCEED

Notice for WT to proceed with the work to be performed may be given by returning a signed copy of this document to WT, or by giving written, or electronic notification to WT.

9.0 THE CONTRACT

The "Standard Terms and Conditions" set forth in WTI form No. 120 (attached) are applicable and incorporated herein. The provisions set forth herein, and in the Standard Terms and Conditions shall constitute the Contract between Client and WT with respect to the services to be provided.

EXECUTED BY WT:

WT's Authorized Representative

Theodore Stude

Typed or Printed Name

Environmental Project Manager

Title

October 27, 2020

Date

EXECUTED BY CLIENT:

Client's Authorized Representative

Typed or Printed Name

Title

Date

**CURRENT FEE SCHEDULE
ENVIRONMENTAL SERVICES**

Project Principal	\$165.00/Hr
Project Director	\$145.00/Hr
Certified Industrial Hygienist	\$125.00/Hr
Project Manager	\$125.00/Hr
Senior Project Engineer / Geologist / Scientist.....	\$85.00/Hr
Project Engineer / Geologist / Scientist / Industrial Hygienist	\$75.00/Hr
Staff Engineer / Geologist / Scientist / Industrial Hygienist	\$65.00/Hr
Engineer / Geologist / Scientist / Industrial Hygienist.....	\$55.00/Hr
Environmental Technician	\$45.00/Hr
Senior Graphics Technician.....	\$50.00/Hr
Clerical Support Services.....	\$45.00/Hr
Safety Equipment, Per Man, Per Day.....	\$50.00 Ea
Field Sampling Equipment, Per Day.....	\$50.00 Ea
Field Monitoring Equipment, per instrument per day	\$75.00 Ea
Analytical Chemistry Services	by quote
Subcontracts / Materials / Supplies / Expendables.....	cost + 20%

**CITY OF EL MIRAGE - ASBESTOS SURVEY -
SENIOR CENTER AND COURTS**

2180PC456

WT PAY CODE	TASK	PAY ITEM DESCRIPTION	UNIT RATE	BUDGET QTY	BUDGET AMOUNT
	1	Conduct Field Coordination and Management Activities			
1		Project Manager	\$ 125.00	1	\$ 125.00
2		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
3		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 1</i>			\$ 300.00
	2	Field Preparation Activities			
11		Project Manager	\$ 125.00	0	\$ -
12		AHERA Building Inspector	\$ 65.00	2	\$ 130.00
13		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 2</i>			\$ 130.00
	3	Conduct Inspection Activities			
21		Project Manager	\$ 125.00	0	\$ -
22		AHERA Building Inspector	\$ 65.00	36	\$ 2,340.00
23		Clerical	\$ 45.00	0	\$ -
		<i>Total For Task 3</i>			\$ 2,340.00
	4	Analysis of Samples Collected			
31		Fiberquant, PLM Analysis, 1-3 day TAT	\$ 8.50	231	\$ 1,963.50
32		Fiberquant, TEM Analysis, 1-3 day TAT	\$ 90.00	4	\$ 360.00
		<i>Total For Task 4</i>			\$ 2,323.50
	5	Assessment Inspection Report			
41		Project Manager	\$ 125.00	2	\$ 250.00
42		AHERA Building Inspector	\$ 65.00	8	\$ 520.00
43		Clerical	\$ 45.00	1	\$ 45.00
		<i>Total For Task 5</i>			\$ 815.00
		Project Total			\$ 5,908.50

STANDARD TERMS AND CONDITIONS

The Agreement between **Western Technologies Inc.** ("WT") and Client shall include and be subject to WT's Proposal and these Standard Terms and Conditions. The terms of the Agreement shall prevail over any different or additional terms contained in any document to which WT's work relates. WT's commencement of work shall constitute Client's acceptance of the Agreement.

1. SERVICES

1.1 WT agrees to render such services requested in writing by Client that are stated in the Scope of Services or similar written agreement. WT shall have no responsibility to perform services beyond such requests, and none shall be imputed or implied.

1.2 The services rendered by WT are for the benefit of Client alone and relate only to conditions observed at specified locations at the time WT's work is performed. There are no intended third-party beneficiaries to this Agreement, and nothing herein shall create a contractual relationship with or claim or cause of action in favor of a third party against WT.

1.3 The presence of WT's field technicians or representatives, if called for in the Agreement, is for the provision of services hereunder, and does not include supervision or direction of the work of Client or its subcontractors. Neither the presence of, nor any observation or testing by WT personnel shall excuse Client or its subcontractors from any deficiencies in their work.

1.4 When performing its work, WT will take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client shall indemnify, defend, and hold WT harmless from and against any damages to such structures and utilities that are not called to WT's attention and correctly shown on the plans furnished to WT. It is Client's obligation to contact appropriate utility companies and/or private utility locators for information regarding buried utilities, mark such utilities, and take other precautions to prevent damage or injury.

1.5 Client agrees that if Client commences litigation, mediation, arbitration, or any such proceeding against WT, WT shall have the right to withdraw and terminate ongoing work and services conducted for Client on any contract and project, in which event Client shall pay WT for work and services performed up to the time of termination.

2. PAYMENT

2.1 WT will invoice Client monthly for services performed. Client shall pay such invoices upon receipt without deduction for retention or offset. **Failure to pay within 60 days of invoice shall operate to release WT from any and all claims that Client may have; Client further shall have no right to use or rely on any report prepared by WT, and shall return all such reporting to WT.** Furthermore, WT shall have the right to immediately terminate and cease performance of all services then being performed for Client on any contract and project until all amounts owed are received by WT. Interest shall accrue on the unpaid balance of any invoice not paid in full within 30 days at the rate of 1.5% per month. Collection agency fees, attorneys' fees, and associated costs that are incurred by WT to collect past-due invoices (including post-judgment fees and costs) shall be payable by Client.

2.2 Estimates of fees are only estimates and shall not be regarded as "lump sum" or "fixed price" or "guaranteed maximum" compensation. Client remains obligated to pay WT's invoices for actual work performed, whether or not the fee estimate is exceeded. For work requested by Client that is additional to or outside the written Scope of Services and/or written service request, Client shall sign such documentation requesting such work or services and process and pay WT's invoices.

3. STANDARD OF CARE

3.1 The services referred to herein will be performed in accordance with the general standard of care practiced locally by providers of such services, and relate only to the conditions observed or samples tested at the time and place reported. **WT makes and intends no other warranty or representation, express or implied.** WT shall not be responsible for any consequences due to changed conditions or for the failure of any person or entity to perform or install work in accordance with the plans and specifications.

3.2 Soil, subsurface, and groundwater conditions can vary between and among sampling points and with time. WT makes no representation that the points selected for sampling are in any way representative of the entire site or project. **Unless circumstances have changed justifying an earlier expiration of validity, geotechnical and earthwork reports are valid for a period of one year from the date of issuance; all other reports, including Phase I reports, are valid for a period of 180 days from the date of issuance.**

3.3 Where WT's services involve geotechnical evaluations or field observation of earthwork, grading, filling, or compaction, Client agrees:

3.3.1 WT is not responsible for the manner in which such work is performed;

3.3.2 WT is not responsible for any work performed at any time when WT was not physically present and observing that specific work; and

3.3.3 For continuous observations, Client shall not allow grading, filling, or compaction to be performed at any time that WT is not physically present at the site, and shall restrict the amount and extent of such grading, filling and compaction to that which can be observed by WT at the site.

3.4 WT has no right, duty, or obligation to stop Client's or any of Client's subcontractor's work.

3.5 Client agrees and acknowledges that WT makes no recommendation or opinion other than those set forth in writing and contained in WT's reporting; WT makes no oral recommendations or opinions. Field and lab technicians are not engineers. Client acknowledges and agrees that it has no right to rely on, and that there will be no, express or implied recommendations or opinions of any sort from field or lab technicians.

3.6 Client is obligated to, and shall, directly and specifically notify WT as and when Client wants WT to perform services hereunder. WT shall be subject to no implied duties to observe or test, or to provide reports, other than the actual observation, testing, and reporting performed.

3.7 "Certification" means and implies the expression of professional opinion. It is not a warranty or guaranty.

4. INDEMNITY AND INSURANCE

4.1 NOTWITHSTANDING ANY OTHER PROVISION IN THE PARTIES' AGREEMENT, WT PROVIDES NO INDEMNITY, WARRANTY, OR GUARANTEE, EXPRESS OR IMPLIED, TO CLIENT OR TO ANY OTHER PERSON OR ENTITY.

4.2 Client shall be adequately insured. Client and its insurers jointly and severally waive subrogation against WT and its insurers.

5. LIMITATIONS OF LIABILITY

Client and WT recognize the relative risks and benefits of this Agreement, and agree to the fair allocation of risk between them as follows:

5.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, WT'S TOTAL AGGREGATE LIABILITY TO ANY PERSON OR ENTITY, INCLUDING CLIENT, ON ANY CLAIM, ACTION OR LIABILITY OF ANY KIND OR BASIS WHATSOEVER, IN ANY MANNER ARISING OUT OF THE WORK DONE BY WT SHALL BE STRICTLY LIMITED TO THE GREATER OF \$50,000 OR THE FEE CHARGED FOR WT'S SERVICES HEREUNDER.

5.2 WT shall not be liable for loss of profit, delay, or for any special, incidental, indirect, or consequential damages of any kind, nature or description, from any cause whatsoever.

5.3 No proceeding, action or claim of any kind whatsoever, whether in law or equity, may be brought against WT regarding any work performed by WT, more than four years after the cessation of WT's work.

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In the event of any claim or litigation arising out of the work, including the Agreement, the prevailing party shall be entitled to an award of its attorneys' fees, consultants' fees, and costs.