



November 1, 2019

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RE: *Gilroy High School Transite Pipe*

American Technologies Incorporated (ATI) is pleased to present the following proposal for the removal of asbestos-containing materials at the above referenced address: Removal and disposal of transite pipe, decon container. Work will be completed on TM with a NTE of \$10,000.00 and invoiced as cost are incurred.

Scope of Work

1. **Scope of Work. The proposed Scope of Work is as follows:**
 - 1.1 **Removal of Materials. The following material will be removed:**
 - a) **Removal and disposal of Transite pipe, decon container**
 - b) **Waste Disposal**

1.2 Removal Requirements and Methods.

- a) The work area will be restricted with "Asbestos Caution" signs and tape. This area will be off limits to all persons except authorized ATI personnel until the Work is completed.
- b) Protective clothing will be used and will include hooded Tyvek suits, boots, gloves and respirators.
- c) Work will be performed in accordance with, and in most cases exceed, standards set by EPA, OSHA, NIOSH, and BAAQMD. In particular, the Work will comply with EPA, NIOSH and OSHA asbestos worker protection regulations (e.g. 29 CFR OSHA 1926.1101).
- d) Once the rooms are contained and engineering controls are in place, the materials will be sprayed with a wetting agent to penetrate the surface to minimize air fibers during the removal process. The material will be scraped from the surface and prepared for disposal.
- e) After the asbestos is removed, the area will be cleaned and encapsulated. The area will be tested and will pass clearance criteria of 0.01 f/cc using PCM NIOSH 7400 methodology. To be provided by a third-party and not included in this proposal.

1.3 Disposal Requirements.

- a) Waste and debris will be transported by a licensed and certified hauler in accordance with EPA, BAAQMD, and California Highway Patrol requirements and disposed at a certified landfill in accordance with EPA and OSHA requirements.
- b) The waste manifest will designate the Client as the generator. The Client will be responsible for obtaining an asbestos generator number through the Environmental Protection Agency by visiting <http://www.hwts.dtsc.ca.gov/>, click on the link "Get an EPA-ID", enter your email address and "Click to Start Process". An email will be sent to you with a link to apply for the temporary number.
- c) State Board of Equalization Waste Generator Fees are NOT included in our price, this fee is based on the tonnage of hazardous waste (California Non-RCRA waste and Federal RCRA waste) generated by site for each calendar year born by Owner/Generator.
- d) As the generator, the Client has the responsibility under current regulations to choose an appropriate and qualified waste transporter within 90 days after waste generation begins. Furthermore, the Client will be responsible for

properly housing, storing and retaining under locked conditions any waste left on site in the Client's custody.

- e) The Client shall indemnify and hold ATI harmless from and against any loss, cost or liability arising from or incurred in connection with the Client's responsibilities as the waste generator.

1.4 **Agency Notice Requirements.**

- a) The agencies require the notification to be identified as either a "renovation" project which is defined as no non-load bearing walls are being disturbed, or "demolition defined" which any structural load is bearing wall that is going to be removed on the project. The Client shall inform ATI how the notification is to be made.

1.5 **Limitations on Responsibility.** ATI will not be responsible for the following:

- a) Damage caused by any conditions existing as of the date ATI performs its Work site inspection whether due to fire, water damage or other causes.
- b) Damage to asphalt or concrete surfaces caused by any hazardous waste container required to comply with regulatory requirements in connection with the Work
- c) Any gas, electric or water failure. ATI technicians do not disconnect or reconnect appliances.
- d) Any deviations to this proposal or Scope of Work could cause the price to increase.

2. **Contract Price and Payment.**

- 2.1 **Price.** ATI will perform the Work described in this proposal for the sum of \$NTE **\$10,000.00** this amount includes the cost of all labor, material, transportation, and disposal of the asbestos waste.

2.2 Payment Terms

- a) Payment will be due upon completion.
- b) Any payment due and unpaid for more than 30 days, shall bear interest from the date payment was due at the lesser of eighteen percent (18%) per annum or the maximum rate permitted by law. The Client will be responsible for any attorneys' fees and collection costs ATI incurs in enforcing collection.
- c) The Client shall, upon ATI's written request provide ATI with any information that is necessary or relevant for ATI to evaluate, give notice of or enforce mechanics lien rights. Such information shall include a correct statement of the record legal title to the property on which the Work is being performed, Client's interest in such property as of the date the Agreement (described below) is signed and, within five (5) days after any change, information concerning such change.

Please sign where indicated below if you desire to accept this proposal and authorize ATI to perform the Work. You should retain a copy for your records and return the executed original to ATI's office. ATI will then prepare a Property Damage Repair Agreement, which incorporates the terms of this proposal and other material terms and conditions applicable to the Work. The Agreement must be signed by you and an authorized ATI representative before the Work can be scheduled.

Respectfully Submitted,

American Technologies, Inc. (License #571784)

Danny Bachlor

Project Director

Authorized and Accepted

By: _____ Generator ID# _____

Title: _____ Tax ID # _____