



Titan Environmental Solutions, Inc.
1521 East Orangethorpe Avenue, Suite B
Fullerton, California 92831
(888) 948-4826
www.titan-enviro.com

June 30, 2016

Mr. Jose C. Hernandez
Keystone Builders, Inc.
4212 East La Palma Avenue
Anaheim, California 92807

**RE: PROPOSAL FOR ASBESTOS ABATEMENT AND LEAD DISTURBANCE MONITORING
LUSD**

Dear Mr. Hernandez,

Titan Environmental Solutions, Inc. (TES) is pleased to submit this proposal to perform Asbestos Abatement and Lead Disturbance Monitoring at the above referenced property. Per our communication on this project, we have evaluated your technical requirements and have developed the following fee proposal. TES recognizes the scope of work to include on site observation monitoring and clearance of asbestos abatement and lead disturbance activities at the above-referenced property. The cost of said services will be **\$595.00 for Asbestos Abatement Monitoring and \$595.00 for Lead Disturbance Monitoring**. TES will provide invoices on this project based upon the billing schedule of Net 15 upon receipt of invoice.

TES will schedule the fieldwork at a mutually agreed date and time upon acceptance of this proposal and execution of the attached Work Authorization and Terms and Conditions. We appreciate your consideration of TES for the provision of professional services on the project referenced above. Should you have any questions, comments or require additional information, please feel free to contact the undersigned at (888) 948-4826.

Sincerely,
Titan Environmental Solutions, Inc.


Ernie Robles
Project Manager



PROPOSED SCOPE

TES will perform the following scope of work at the LUSD:

Task 1: Asbestos Abatement Monitoring

TES will conduct asbestos abatement monitoring and clearance at the Subject Property to include the following:

- On-site observation monitoring of the asbestos abatement activities and preparation of daily observation logs.
- Daily perimeter phase contrast microscopy (PCM) air monitoring outside the asbestos abatement work area during asbestos activities.
- Clearance inspection of the asbestos work area after asbestos abatement activities are complete to evaluate the presence of visible asbestos dust or debris.
- Clearance TEM air monitoring of the asbestos work areas after asbestos activities are complete.
- Up to five (5) PCM air samples will be collected and analyzed on site per shift and per clearance event.
- Preparation and submittal of a Summary Report providing a summary of the monitoring activities, observations and findings, including all air monitoring results.

Task 2: Lead Disturbance Monitoring

TES will perform the following lead disturbance monitoring services at the subject property:

- On-site observation monitoring of the lead disturbance activities and preparation of daily observation logs.
- Clearance inspection of the work areas after lead disturbance activities are complete to evaluate the presence of visible lead paint chips, dust and/or debris.
- Clearance dust wipe sampling inside the work areas after lead disturbance activities are complete to evaluate the presence and concentration of lead dust.
- Up to TBD dust wipe samples will be collected at the end of the project and submitted to an accredited laboratory for FAA analysis on a 24-hour turn-around time (TAT).
- Preparation and submittal of a Summary Report providing a summary of the monitoring activities, observations and findings, including dust wipe results.



PROPOSED FEES

Titan Environmental will perform the scope of work for the unit costs provided in Table:

TABLE 1

Description	No. of Units	Rate	Subtotal
Certified Technician Asbestos Abatement Monitoring	1	\$595.00	\$595.00
Sample Analysis			
PCM (onsite)	5	\$25.00	Included
TEM clearances (24 turnaround) per containment as needed	Per set	\$500.00	\$500.00
Report(s)			
Asbestos Air Monitoring Clearance Report(s)	1	\$100.00	\$100.00

TABLE 2

Description	No. of Units	Rate	Subtotal
Certified Technician Lead Disturbance Monitoring	1	\$595.00	\$595.00
Sample Analysis			
Lead dust wipe samples (24 hour TAT)	1	\$35.00	\$35.00
Lead dust wipe samples (24 hour TAT)	1	\$35.00	\$35.00
Report(s)			
Lead Monitoring Clearance Report(s)	1	\$100.00	\$100.00

Project Monitoring/Management Summary of Services

A California Certified Site Surveillance Technician and California of Department of Public Health Sampling Technician will perform project management and daily monitoring services during the asbestos and lead activities at the property referenced above. The schedule has been determined at this time to be one (1) shift, however scheduling solely depends on the abatement contractor's crew size and equipment. Additional site visits are \$595.00 each for asbestos and \$595.00 each for lead.

ASSUMPTIONS

The proposed fees are based on the following assumptions and exclusions:

- Client to provide full, unimpeded and safe access to all areas/materials to be impacted by the planned interior renovation project.
- The estimated costs are based on one (1) 8-hour shift of on-site monitoring. Additional shifts, time or events will require additional fees at the rates included herein.



- The estimated costs are based on collection and analysis of up to a total of TBD FAA dust wipe samples. Additional FAA sampling or analysis will require additional fees at the rates included herein.
- Sample analysis by any other method(s) other than that specified above is excluded from this proposal, but can be provided at additional cost if deemed appropriate and necessary.
- Any activities beyond those specified in the scope of work will be considered supplemental services and will be invoiced on a time-and-materials basis. However, no such services will be undertaken without client's authorization.
- TES will provide the proposed services consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Currently, there are no federal standards for fungal contamination.

PROPOSED SCHEDULE

TES will schedule the fieldwork at a mutually agreed date and time upon acceptance of this proposal and execution of the attached Work Authorization and Terms and Conditions

Should you have any questions, comments or require additional information, please feel free to call me at the office number (888) 948-4826.

Sincerely,

Titan Environmental Solutions, Inc.


Ernie Robles
Project Manager

ATTACHMENT: TITAN Environmental Solutions, Inc. Terms and Conditions



AUTHORIZATION AND ACCEPTANCE OF CONDITIONS

By:  Title: Chief Business Officer
(Signature)

Name: Kevin Franklin Phone #: 310-695-4000
(Print)

Payment Terms: Net 15

No charges will be billed beyond the scope outlined herein without prior written consent of the client.



TITAN Environmental Solutions, Inc. Terms and Conditions

1. **Parties:** Client agrees to retain the services of Titan Environmental Solutions, Inc. (**Titan Environmental**) under the terms and conditions set forth in this agreement.
Definitions: The term Client shall mean the individual, individuals, or entity, described in this Agreement. The term Property shall mean the real property described in this Agreement. The term Work shall mean all work, including labor, materials, and equipment, to be performed by Titan Environmental as described more particularly in this Agreement.
2. **Scope of Work:** Titan Environmental shall conduct the Work described in this Agreement, subject to the terms and conditions included herein.
3. **Payment Terms:** Titan Environmental will bill the Client on a monthly or per-project basis for all services performed pursuant to this Agreement, including, but not limited to, fees for labor, and costs for materials, equipment, etc. **Invoices are due upon receipt.** Client agrees to promptly advise Titan Environmental of any questions about or objectives to, an invoice. Client further agrees that if he/ she/ it have not informed Titan Environmental of questions or objections within thirty (30) calendar days after the date of the invoice, that the invoice will be conclusively regarded as accepted and approved by Client, and thereafter Client will not be entitled to object to the charges included in the invoice.
4. **Disclosure:** Upon execution of this Agreement, Client agrees to provide Titan Environmental with all information in its possession which may be pertinent to the scope of work including all information concerning the actual or possible presence of hazardous materials, substance or conditions existing in, on, or near the Property which present a potential danger to human health, the environment, or Titan Environmental and its equipment. Client further agrees to update Titan Environmental, on an ongoing basis, and provide additional information concerning Property conditions as soon as practicable after discovery by Client.
5. **Property Access and Conditions:** Client shall grant or obtain free access to the Property for all Titan Environmental personnel and equipment required to perform the Work. Client is responsible for ensuring that Titan is provided adequate access to all areas of the Property where Work is to be performed. Client may provide such access by having a representative available at the Property to provide access, by providing a key to the Property in a lockbox, or through other means agreeable to Titan Environmental. Client herein authorizes Titan to have full access to the Property to perform the Work as Titan Environmental deems necessary. Titan Environmental will take reasonable precautions to minimize damage to the Property. Client is responsible for identifying and assisting Titan Environmental in identifying the locations for inspection, unless otherwise set forth in this Agreement. **Initials** CE.
6. **Unforeseen Conditions or Occurrences:** Client acknowledges that during the course of Titan Environmental's work, it may discover the existence of unanticipated conditions or hazardous materials which substantially alters the necessary services or risks involved in completing its services. This shall be referred to as a "changed condition(s)". Titan Environmental shall promptly notify and consult with Client upon the discovery of such changed condition(s). Client agrees that the discovery of changed conditions mandates a re-negotiation of the scope of work or termination of services. Client agrees to compensate Titan Environmental for all costs incident to the discovery of such unanticipated materials or conditions.
7. **Standard of Care:** Titan Environmental shall perform the Work in accordance with the standard of practice exercised by consulting firms in like disciplines performing service of a similar nature at the time the work is performed in the geographic area in which the Property is located. The standards of practice may change (following conduct of the Work), and Client shall hold Titan Environmental responsible only to perform its obligations in a manner consistent with the standards of practice at the time of performance. No other warranty, express or implied, is made concerning work performed under the agreement, including Titan Environmental's findings, conclusions, recommendations, specifications, or professional advice. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED.** **Initials** CE.
8. **Limitation on Liability:** Client hereby agrees that to the fullest extent permitted by law, the total liability to the Client of Titan Environmental for indemnity under Paragraph 10, and any and all injuries, claims losses, expenses or damages whatsoever to the extent arising out of or in any way relating to the Property or this agreement from any cause or causes including but not limited to Titan Environmental's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the lesser of the total amount of fees actually paid to Titan Environmental by Client for the Work under this Agreement or \$10,000.00. Client agrees that to the fullest extent permitted by law, Titan Environmental shall not be liable to Client for any special, indirect or consequential damages whatsoever, including without limitation loss of profit, loss of investment, diminished property value, loss of product or business



interruption, whether caused by Titan Environmental's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes. The remedies against Titan Environmental provided in this Agreement are exclusive and in lieu of any other rights or remedies available at law or in equity.

Initials KF.

- 9. **Indemnification:** Client shall, to the fullest extent permitted by law, defend, indemnify, protect and hold harmless, Titan Environmental, its partners, all subsidiary or affiliated companies of Titan Environmental, and assigns from and against any and all claims, demands, debts, causes of action, liabilities, losses, damages, costs, expenses, including actual attorney fees, costs, penalties, fines, or judgments, and other liabilities to the extent arising from or in any way related to the Work and/or the Property, except for such damages which are the result of the sole gross negligence or willful misconduct of the party to be indemnified. Initials KF.
- 10. **Entire Agreement:** This Agreement, including any attachments and schedules attached hereto, constitutes the entire and fully integrated agreement between the parties concerning the subject matter hereof and cancels and superseded any prior understandings and agreements between the parties relating to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties, other than as expressly set forth in this Agreement. Any changes, additions, deletions, amendments or addenda to or modifications or corrections of this Agreement shall be null and void unless the same be in writing and signed by Client and Titan Environmental.
- 11. **Attorneys Fees and Costs:** In the event any action is brought concerning this Agreement, or the enforcement thereof, the prevailing party in such action shall be entitled to recover, in addition to other damages, his/her/its reasonable attorney's fees and costs, including expert witness fees and costs. In addition, if the Client's payment is returned to Titan Environmental for Insufficient Funds or Stop Payment, pursuant to CA Civil Code Section 1719, Client may be responsible for up to \$25 bank fees, and may be liable for three times the amount of the check up to one thousand five hundred dollars (\$1,500).
- 12. **Governing Law:** This Agreement shall be governed by the laws of the State of California. Any action to enforce this Agreement shall be commenced in the California Superior Court, for the County of Orange.
- 13. **Termination:** Upon default or breach by a party to this Agreement, Titan Environmental may by notice to Client elect to terminate this Agreement. Such termination shall be effective as of the date of such notice, unless Titan Environmental specifies a later date, in which case the termination date shall be such later specified date. Such election of termination shall be in addition to any other rights and remedies which Titan Environmental may have under this Agreement or otherwise. An event of default occurs if Client fails to abide by the terms of this Agreement, follow Titan Environmental's recommendations, fails or refuses to comply with his / her / its material duties and obligations under this Agreement, and/or fails to cooperate with Titan Environmental.
- 14. **Related Litigation or Other Dispute Types:** In any third party litigation involving the Client in which Titan Environmental is compelled by subpoena or court order, or any other similar requirement, to testify at a deposition, trial, arbitration or any other judicial proceeding, or to produce documents regarding the Work, the Client agrees to compensate Titan Environmental, at its prevailing hourly rates, for all time spent by Titan Environmental in responding to such legal process, including all time spent in preparing for such testimony or production of documents. The Client also agrees to pay Titan Environmental's reasonable attorney's fees and expenses incurred by Titan Environmental in connection with the foregoing. In the event of any such subpoena or court order, Titan Environmental will promptly notify the Client to enable the Client to object to any such testimony or production of documents. Initials KF.
- 15. Client acknowledges that Client has been given adequate time to read, ask questions concerning, and understanding the terms of this Agreement. Client acknowledges that Client has been advised to seek independent legal advise before entering into this Agreement, and Client has been given adequate time to do so.

Client/Agent's Signature: [Signature]

Printed Name: Kevin Franklin

Date 7-8-16

Titan Environmental Representative's Signature: _____

Printed Name: _____

Date _____