



Najera Environmental Inc. dba 1 Stop Restoration
14040 Katelyn Street Hesperia, CA 92345
O: 951-703-3852 F: 951-344-8380
CSLB # 1069035
DOSH # 1223

Asbestos Abatement Proposal

Date: 3/5/2024

<u>Proposal Submitted to</u>	<u>Bill To:</u>
Melody Phillips Phillips Excavating, Inc. 805 E. Broadway Needles, CA 92363 760-326-2527 Melody 760-221-7015 Wade 760-221-8683	Melody Phillips Phillips Excavating, Inc. 805 E. Broadway Needles, CA 92363 760-326-2527 Melody 760-221-7015 Wade 760-221-8683
Job Site Address: 100 G Street Needles, CA 92363	

Najera Environmental, Inc dba 1 Stop Restoration is pleased to provide the following proposal to furnish all supervision, labor, and materials to safely remove and dispose of ACM from the above referenced project, in accordance with all OSHA and EPA regulations.

SCOPE OF WORK:

- Removal and disposal of roof mastic on roof approx 200 Sqft
- Removal and disposal of penetration mastic on roof approx 20 Sqft
- Removal and disposal of flooring under carpet approx 200 Sqft
- Removal and disposal of drywall
- Includes notification from Mojave Air District
- Includes OSHA notification
- Includes Proper waste disposal with Haz manifest
- Includes proper PPE
- Includes proper containment under negative air pressure

Total price for all work in total listed above: \$9,500.00

Exclusions & Conditions:

Water and power supplied by others.
Removal of any other hazardous materials not listed in scope of work.
Security, Fencing, Bonding, Utility safe off
Sanitary facilities and wash stations supplied by others.,
Union labor, City Permits, Scaffolding, third party air monitoring,
Lead Related Work, or any other hazardous material & Shoring.

The State Board of Equalization will assess a fee for each generator that produces five tons or more of hazardous waste. This ASSESSED FEE IS NOT INCLUDED IN THIS CONTRACT. Please be aware that if you generate more than five tons of hazardous waste, the BOE will bill you the required fee.

The new generation and handling fee became effective January 1, 2022 due to [Senate Bill 158](#). This new fee replaces the generator fee that was repealed.

Current fees are as follows:

Generator Size:	Fees:
Less than 5 tons/year	\$0.00
5 tons or more	\$49.25 per ton
Contact your Najera Environmental, Inc. representative to help assist you in approximating your Generator Fee.	

Recent lead laws require that any pre 1978 structure where lead paint will be disturbed must have the paint tested or presume that it is positive. Najera Environmental, Inc. strongly recommends that these painted surfaces be tested for lead content prior to performing work. If Najera Environmental, Inc. has not been provided with lead testing results, we will assume all painted surfaces to be lead containing. Najera Environmental, Inc will profile and characterize these materials for the proper handling and disposal.

Pending the results of the lead profile and characterization, additional disposal costs may be charged at a price to be determined.

General Items

1. Due to pre-existing conditions in home Najera Environmental, Inc., is not responsible for contamination of dwelling or contents in surrounding areas of home.
2. Removal of inaccessible asbestos, mold or lead containing materials is not covered in estimate. Additional charges will apply if materials have to be removed to uncover asbestos, mold or lead containing products.
3. Plumbing supply lines may be faulty and may need to be replaced. This cost is not covered in the removal estimate.
4. Doors, lights, ceiling fans, curtains and other items may need to be removed by Najera Environmental, Inc. to perform abatement work. Najera Environmental, Inc. will not re-install these items.
5. Contents and appliances need to be removed from work area prior to abatement. Additional costs will be applied if contents need to be removed unless otherwise stated in the Scope of Work in this contract.
6. Najera Environmental, Inc. is not responsible for damages of contents or personal items left in work area and or moved out of work area by Najera Environmental, Inc. employees, unless the moving of these items is included in the Scope of Work of this contract.
7. Due to odors caused by chemicals for mastic removal, the areas will be razor scraped to remove majority of mastic, but residual mastic will be left after scraping and will be sealed with an E.P.A. approved encapsulant.
8. Electrical wiring, telephone wiring, security wires and plumbing inside wall cavities may be damaged as a result of remediation activities. Repairs to these items are not the responsibility of Najera Environmental, Inc. and should be thoroughly checked by a licensed contractor before drywall is reinstalled.
9. Clearance testing is not included unless otherwise stated in the Scope of Work of this contract. Testing should be performed by an Independent Laboratory hired directly by the owner of the property or the owner's representative.
10. Doors, door casings, windows, windowsills, baseboards, cabinets, walls, wallpaper and paneling may be damaged as a result of containment installation. These surfaces may or may not contain lead-based paint. Please make arrangements with the contractor for additional cost of repairs. This cost is not covered by Najera Environmental, Inc.

Personal Property and Content Waiver

11. Any and all contents and/or personal property left within the work area at the time Najera Environmental, Inc. begins its work will be considered abandoned by its owner. Najera Environmental, Inc., may conclude that these items are abandoned and are authorized to dispose of these items in a manner it deems advisable. By signing this document, the undersigned agrees to waive any and all claims against Najera Environmental, Inc. pertaining to the disposal of said property.
12. I may elect to keep selected contents from my home/unit. Najera Environmental, Inc. has advised me that these items should be disposed of as hazardous containing waste. I choose to keep them at my sole discretion. I understand Najera Environmental, Inc. will clean the contents using state of the art methodology (i.e. wet wiping and hepa vacuuming). I agree to indemnify and hold harmless Najera Environmental, Inc. their agents, employees, administrators, officers, directors, attorneys, insurers, and assignees, from any future claims or disputes for which I have executed this contract.

By initialing here, I acknowledge that I have read and agree to the terms listed in items 11-12 above.

Please Initial

Mold Remediation Specific Items

13. Unless the source of water intrusion is promptly and adequately repaired, mold growth is likely to reoccur. Najera Environmental, Inc. is not responsible for identifying and/or repairing the source of the water intrusion, unless specifically stated so in the scope of work.
14. Should additional mold reservoirs be discovered, Najera Environmental, Inc. will communicate this to Insurance Company and the homeowner. This may affect final cost.

By initialing here, I acknowledge that I have read and agree to the terms listed in items 13-14 above.

Please Initial

Conditions of the Proposal

- The project will be scheduled and worked on a straight time, normal working schedule of eight hours per day, Monday - Friday, excluding holidays.
- This proposal is based on private wage rates.
- The customer will provide all necessary water and usable electrical power. The customer will provide toilet facilities.
- The customer is responsible for removing all movable objects and furniture from the abatement area. Heating, ventilation, and air-conditioning equipment supplying the work area must be shut off.
- Parking spaces for one (1) vehicle must be provided near the work area.
- Najera Environmental, Inc. will supply project records, including air monitoring, employee training, medical certifications and waste disposal records upon request.
- This proposal includes all specified and reported asbestos, mold and lead containing materials identified in the scope of work. It does not include any materials that are not subject to view and inspection.
- All work to be performed by trained and accredited personnel.
- Minor damage to walls, wallpaper, ceilings and floors, wood and all painted surfaces may occur as a result of containment installation. This is necessary to ensure the integrity of the containment. These surfaces may or may not contain lead-based paint. Every attempt will be made to keep such an occurrence to a minimum. This proposal does not include the cost of any repair which may be required as a result of our containment installation.
- Access to the area inside containment will be limited to Najera Environmental, Inc.'s employees
- **Photo Documentation:** Najera Environmental, Inc. routinely takes photos of our work site projects before, during and at the completion of our work. The photo documentation is done to assure that our crews are performing work in compliance with industry guidelines. These photos are saved for job performance documentation. Customer agrees to the release of photos, if

requested by their insurance company or authorized agent.

- All asbestos removal will be in accordance with federal, state and local regulations including 40 CFR, Part 61; 29 CFR, Part 1926.58; CCR Title 8, Section 1529; and local AQMD / APCD guidelines.
- Lead abatement will be in accordance with federal, state and local regulations, including 40 CFR Part 745, Title 17, CCR, Division 1 Chapter 8, Title 8 Section 1532 and Federal OSHA 29 CFR 1926.62.
- This proposal is based upon our terms and conditions as outlined in this proposal.
- This proposal is subject to change and may be withdrawn if not accepted within sixty (60) days of this date.
- The client is responsible for providing water and power. If water and power is not provided by the client, Najera Environmental, Inc dba 1 Stop Restoration will provide power for an additional cost of \$125.00/day and water for an additional cost of \$100.00/day.
- Unless stated otherwise, any insulation behind the walls and ceiling demoed or being worked on will also be removed in the process.
- Najera Environmental, Inc dba 1 Stop Restoration cannot be held responsible for any "L" stop leakage when removing anything that has a water connection. These "L" stops have been in the on position for years and may have mineral build up which it makes it impossible to shut the "L" stop valve completely off. If this is the case a bucket will be placed under the "L" stop to catch any dripping that may occur and the owner as well as the applicable contractor will be notified.
- During ceiling removals/scrapings, a radiant heat coils may get damaged. Najera Environmental, Inc dba 1 Stop Restoration will put in the greatest efforts not to damage any of the radiant heat coils that may be present in the ceiling. However, by this contract Najera Environmental, Inc dba 1 Stop Restoration is released from all liability and will not be held responsible for any damages that may or may not occur.
- Determining flooring removal and finish is dependent on the subfloor in which it sits on. Flooring on a concrete subfloor can be either chemically removed or razor scraped and encapsulated. Flooring on wood subfloor can only be encapsulated. Upon arrival, if subfloor is found to be different than expected and other method is needed or chose by the owner, additional fees may apply.
- Najera Environmental Inc. dba 1 Stop Restoration will not charge for cancellation fee if work is cancelled before or during site visit to any removal or preparation. However, if project required notifications and pre-paid fees already submitted, customer understands that they will be responsible for reimbursing Najera Environmental Inc. dba 1 Stop Restoration in full for the notification fee(s) paid upfront and administration fee(s). Fee(s) is due upon cancellation.

Legal Terms and Conditions

The Work: Najera Environmental, Inc. will supply all work as described in the proposal, in accordance with the time schedule, if applicable.

Schedule Change: Where a schedule is applicable, NAJERA ENVIRONMENTAL, INC..'S obligation whereunder is based upon the Schedule, both as to duration and sequence. In the event of any significant change in Schedule, the bid price and Schedule shall be equitably adjusted. NAJERA ENVIRONMENTAL, INC.. shall also receive an equitable adjustment of the bid price if this contract is terminated otherwise than for NAJERA ENVIRONMENTAL, INC..'S material breach.

Work Week: Unless otherwise stated, NAJERA ENVIRONMENTAL, INC.. will supply labor for the Work on a regular 40-hour week without overtime. If the Customer requires overtime in excess of that which has been included in the proposal, NAJERA ENVIRONMENTAL, INC.. will be reimbursed for the premium portion of wages paid (including payroll taxes and insurance) plus a reasonable allowance for loss of productivity caused by the overtime.

Guarantee: NAJERA ENVIRONMENTAL, INC.. warrants and guarantees that for a period of one year from date of completion of the Work, it will repair or replace any Work which is defective in materials or workmanship, or which does not conform to the specifications set forth in the Bid Documents. NAJERA ENVIRONMENTAL, INC..'S liability is limited to the foregoing, and it shall not in any case be liable for indirect, incidental or consequential damages of any kind. Additionally, NAJERA ENVIRONMENTAL, INC.. does not guarantee the performance of any material for other than those used for which the material is intended. In no case shall NAJERA ENVIRONMENTAL, INC..'S liability exceed that of the product manufacturer's guarantee.

Insurance: NAJERA ENVIRONMENTAL, INC.. will supply worker's compensation insurance for its employees in the forms and amounts required by law. In addition, NAJERA ENVIRONMENTAL, INC.. will supply general liability and auto insurance described in a certificate of insurance (supplied to the customer on request) with a combined single limit of \$1,000,000 per occurrence (or higher if stated in the proposal) written on an occurrence form.

Site Access: Customer agrees to insure that prior to any abatement operations, the control area and/or storage area shall be vacated and shall remain closed to all persons (other than NAJERA ENVIRONMENTAL, INC.. employees) for the duration of the project. In the event that any individual other

than NAJERA ENVIRONMENTAL, INC.. employees enter the control area, Customer agrees to indemnify, defend and hold NAJERA ENVIRONMENTAL, INC.. harmless, including its officers, directors, employees, agents and related affiliated entities, from and against any and all claims, demands losses, liabilities, costs, expenses (including reasonable attorneys' fees), fees, actions, suits, proceedings and judgments arising from or relative to asbestos, mold or lead exposure arising there from. If unauthorized visitors cannot be controlled by Customer, NAJERA ENVIRONMENTAL, INC., in its sole discretion, may terminate this contract and vacate the jobsite immediately. Customer shall be liable for the work performed by NAJERA ENVIRONMENTAL, INC.. up to the date of termination, plus any losses incurred by NAJERA ENVIRONMENTAL, INC.. as a result of said termination. Customer agrees to ensure that all authorized visitors shall read and sign NAJERA ENVIRONMENTAL, INC..'S visitor policy. If an authorized visitor fails to read and sign NAJERA ENVIRONMENTAL, INC..'S visitor policy, customer agrees to indemnify, defend and hold NAJERA ENVIRONMENTAL, INC.. harmless, including its officers, directors, employees, agents and relating affiliated entities, from and against any and all claims, demands, losses, liabilities, costs, expenses (including reasonable attorneys' fees), fees, actions, suits, proceedings and judgments arising from or relative to asbestos exposure arising there from.

Bonds: Upon request and at the expense of Customer, NAJERA ENVIRONMENTAL, INC.. will furnish performance and payment bonds written by a corporate surety. The cost of any such bond is not included in the bid price unless specifically stated otherwise.

Cancellations: The owner may cancel this contract at any time prior to midnight of the third (3rd) day after signing this contract. Schedule changes must be made no later than 24 hours in advance. In the event our abatement crew shows up at the job site as scheduled, and are not able to start work, you agree to pay \$125.00 for 2 hours show up time, per workman.

Changes and Extras: Customer may change the Work at any time and from time to time, including changes in scope, methods, scheduling or performance requirement, in which case the contract price and completion date will be equitably adjusted. All change orders must be acknowledged in writing.

Supplied Property: Whenever the Customer, its employees, contractors (other than NAJERA ENVIRONMENTAL, INC..), use ladders, scaffolding, tools, vehicles, equipment or property of any kind either owned or rented by NAJERA ENVIRONMENTAL, INC., Customer shall indemnify and hold NAJERA ENVIRONMENTAL, INC.. harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind, arising out of or connected with the use of such ladders, scaffolding, tools, vehicles, equipment or property, except when caused by the sole active negligence of NAJERA ENVIRONMENTAL, INC..

Differing Site Conditions: If NAJERA ENVIRONMENTAL, INC.. encounters subsurface or latent physical conditions at the site, differing materially from those indicated in the bid documents, or unknown physical conditions at the site, of any unusual nature, NAJERA ENVIRONMENTAL, INC.. will promptly notify the Customer. If such conditions cause an increase or decrease in the cost of, or the time required for, performance of any part of the Work an equitable adjustment in price shall be made and the contract time modified accordingly.

Force Majeure: NAJERA ENVIRONMENTAL, INC.. shall not be deemed in default nor be liable for damages for any failure or delay in performance of its Work which arise out of caused beyond its reasonable control. Such caused may include, without limitation, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, material shortages, or unusually severe weather. In the event the Work is delayed by such causes, the time for performance will be extended accordingly.

Insurance Payment: Customer further agrees that upon receipt of any insurance check and/or draft for that portion of the work performed by NAJERA ENVIRONMENTAL, INC.. for which the insurance Company is to pay or has paid under any insurance policy, that Customer will endorse and deliver said check/draft to NAJERA ENVIRONMENTAL, INC.. within seven (7) days of receipt. Customer hereby assigns said insurance payment to NAJERA ENVIRONMENTAL, INC.. By signing below, Customer further grants to NAJERA ENVIRONMENTAL, INC.. a special irrevocable Power of Attorney giving NAJERA ENVIRONMENTAL, INC.. the power and authority to endorse in the place and stead of Customer any check or draft from any such insurance company that is in payment or reimbursement for such work performed by NAJERA ENVIRONMENTAL, INC..

Litigation: In the event of any dispute based upon, arising out of, or related to the breach, enforcement or interpretation of any of the provisions of this Agreement and/or if any of the parties hereto fails to perform any of their obligations under this Agreement, then the prevailing party, as the case may be, shall be entitled to recover payment from the non-prevailing or defaulting party, of all of its actual costs and expenses reasonably incurred on account of such dispute or default, and/or enforcing its rights under this Agreement, including, but not limited to, attorneys' fees, costs and expenses.

Legal Effect: This proposal offers to the Customer the terms and conditions upon which NAJERA ENVIRONMENTAL, INC.. will perform the work described herein and is made without regard to any of the provisions in the Bid Documents not expressly incorporated herein by reference or otherwise agreed to in writing signed by NAJERA ENVIRONMENTAL, INC.. Upon acceptance, the proposal will represent the entire agreement of the parties with regard to performance of and payment for the Work and supersedes any and all previous understandings, representations and agreements between the parties hereto, whether written or oral.

Governing Law, Venue and Jurisdiction: This agreement shall be construed, interpreted and enforce according to the laws of the State of California. The parties agree that any and all disputes under this Agreement shall be brought in the state courts and/or the Federal courts located in the County in which the Customer signed this Agreement, or the County in which the Customer resides at the time a lawsuit is filed.

Severability: If any provision of this Agreement is deemed to be void and unenforceable, that provision shall be omitted only to the extent necessary to make this Agreement valid and enforceable, and the remainder shall remain in full force and effect.

No Implied Waiver: The failure to either party at any time to require performance by the other party of any provision hereof or to otherwise enforce any provisions hereof shall not affect in any way such party's right to require such performance or to enforce such provisions at any later time, nor shall a party's waiver of a breach by the other party of any provisions hereof be taken or held to be a waiver of such provision.

Additional Terms and Conditions Specific to Mold Remediation

Protocol and/or Clearance Testing: If protocol and/or clearance testing is not included in the Scope of Work, Customer by and through his/her

independent industrial hygienists and/or environmental consultants, represents that he/she has performed or will perform a thorough environmental investigation (including post-remediation/ clearance sampling) and will specify the methods and extent of remediation. Customer hereby releases NAJERA ENVIRONMENTAL, INC.. and its employee, officers and successors from any liability for error or omission made in the preparation of the protocol and the remediation methods by the independent industrial hygienists and/or environmental consultants, Furthermore, should Customer elect not to hire independent industrial hygienists and/or environmental consultants to perform a thorough environmental investigation (including post-remediation clearance sampling), Customer agrees to indemnify, defend and hold NAJERA ENVIRONMENTAL, INC.. harmless, including its officers, directors, employees, agents and related affiliated entities, from and against any and all claims, demands, losses, liabilities, costs, expenses (including reasonable attorneys' fees), fees, actions, suits proceedings, and judgments arising from or relative to mold exposure arising from the Affected Areas and/or any mold regrowth in and around the Affected Areas including but not limited to: Toxic, allergic, infectious and/or inflammatory illnesses and structural damage including warp, decay and dry rot.

Disclaimer: If not promptly and properly addressed, the Property may become biologically contaminated causing substantial additional damage that may present health hazards. If the customers' independent industrial hygienist's and/or environmental consultant's recommendations are refused, mold, fungi and/or bacteria could grow in or around carpet, padding, walls, cabinets and elsewhere within the structure, causing further property damage and/or resulting in a "sick" building– which may be a health hazard. Owner understands that problems may result including but not limited to: Toxic, allergic, infectious and/or inflammatory illnesses and structural damage including warp, decay, and dry rot.

Historical Properties

Disclaimer: I have researched and attest this property, site, structure, building, object is not deemed a historical site and is not listed on a city, county, unincorporated, state, federal or tribal district, preservation, or historic registry. If discovered to be historic at any time, I agree to hold Najera Environmental Inc harmless and accept full responsibility for all associated fees, including but not limited to, legal fees, repair costs, replacement costs, permits, fees and fines.

Standard Billing and Payment Terms

Billing: Final Payment is Due in Full Upon Completion of Work.

Interest at the rate of. 4% per month will be charged on all past due accounts. In the event of failure to pay any of the amount due on this contract, all collection cost and/or attorney fees in the collection of any such amount will be paid by the customer

These Billing and Payment Terms are a standard policy and cannot be changed without written agreement approved and signed by the Company's President.

All Terms and Conditions are considered incorporated into any Purchase Order or Contract that is issued or signed by a Najera Environmental, Inc. authorized employee.

Insurance Authorization to Release Funds

Customer agrees to authorize payment for services rendered to be paid Directly to Najera Environmental, Inc. from my Insurance Company or Authorized Agent.

_____ Name	_____ Phone Number
_____ Address	_____ Claim Number
_____ City/State/Zip	_____ Date:

Notice to Owner

Under California Mechanics Lien Law, any contractor, subcontractor, laborer, supplier or other person who helps improve your property, but is not paid for his/her work or supplies, has a right to enforce his/her claim against your property. This means that after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This could happen even if you have paid your contractor in full if the subcontractor, laborers or suppliers remain unpaid.

NAJERA ENVIRONMENTAL, INC. is authorized and requested to sign the Hazardous Waste Manifest on my behalf. _____
Please initial

Exhibit “B”

Contract Price: \$

Schedule of Payments:

<u>Goal</u>	<u>Percentage (%)</u>	<u>Amount (\$)</u>
<hr/>	<hr/> %	\$ <hr/>
<hr/>	<hr/> %	\$ <hr/>
<hr/>	<hr/> %	\$ <hr/>
<u>Certificate of Completion</u>	<hr/> %	\$ <hr/>

Sincerely,
Christopher Najera
President
951-502-6155

ACCEPTANCE OF PROPOSAL:

The price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified.

AUTHORIZED SIGNATURE: _____

NAME: _____

DATE: _____

TITLE: _____

UPON SIGNING AND RETURN OF THIS PROPOSAL WE WILL MAKE THE NECESSARY GOVERNMENT NOTIFICATIONS TO BEGIN WORK. THIS PROPOSAL AND ALL OF ITS QUALIFICATIONS SHALL BE INCLUDED IN THEIR ENTIRETY AS PART OF ANY MUTUALLY ACCEPTABLE CONTRACT DOCUMENT AND SHALL SUPERCEDE ALL OTHER DOCUMENTS

Owner Information:

Name: _____

Address: _____

Phone: _____

Contact: _____

If Business Owned Federal Tax ID #: _____

Building Information:

Size: _____ sq ft

Age: _____ years

of floors: _____

Bldg Use (type): _____

Billing Info:

Name: _____

Contact: _____

Address: _____

Phone: _____

Email: _____

PO#: _____

*** **FINAL AIR CLEARANCE** ***

Is Final Air Clearance being done? Yes or No

If Yes please provide Name of Consultant _____

