



December 1, 2017

Richard Hamilton
Lower Columbia College
1600 Maple Street, P.O. Box 3010
Longview, Washington 98632

Via email: rhamilton@lowercolumbia.edu

Re: Proposal to Provide Turnkey Dust Remediation, Lead Paint Stabilization, and Insulation Removal
Lower Columbia College, Vocational Building Welding Shop
1600 Maple Street
Longview, Washington 98632
PBS Proposal 25594.000, Phase 0001

Dear Mr. Hamilton:

PBS Engineering and Environmental Inc. (PBS) is pleased to submit this proposal to provide turnkey dust removal, lead paint stabilization, and pipe insulation removal at the Lower Columbia College (LCC) Vocational Building Welding Shop. The welding shop is located at 1600 Maple Street in Longview, Washington. The work was requested by LCC to remove excessive dust accumulation, damaged lead containing paint, and damaged fiberglass pipe insulation inside the welding shop and associated office and storage room.

SCOPE OF WORK

PBS will subcontract the work with Rose City Contracting Inc. to perform the following scope of work:

- Remove loose settled dust from surfaces and equipment throughout accessible areas of the welding shop, associated storage room, and welding shop office. The settled dust will be removed using high efficiency particulate air (HEPA) filtered vacuums and wet wiping methods. Ceilings, walls, floors, furnishings, tools, mechanical systems, and stored materials will be cleaned of dust. It should be noted that the purpose of the proposed dust removal is to limit human exposure to metal dust and create an environment that is safe to occupy. Given the nature of the welding shop, it is likely that small amounts of dust may remain in inaccessible locations. It is PBS' understanding that cleaning of the interior of ducts is being performed by others and is not included in this scope of work.
- The laid in ceiling inside the office will be removed and disposed of, replacement of the ceiling is not included in this proposal.
- Lead-containing paint is in poor condition on a steel beam at the ceiling level of the shop. The loose paint will be scraped by a lead abatement worker and the surface will be painted with primer.
- Approximately 10 linear feet of damaged fiberglass pipe insulation is behind the hand washing sink; the damaged pipe insulation will be removed.
- All work will be performed with the shop, office, and storage room under HEPA filtered negative pressure.

All work will be overseen by a Certified Industrial Hygienist.

DELIVERABLES

Following completion of the work, a closeout report will be delivered.

COMPENSATION

PBS proposes to provide the previously described scope of work for the flat fee of \$56,319.

This fee includes all labor, expenses, materials, transportation, and equipment required to complete the work described.

The fees and terms under which these services are provided will be in accordance with the attached PBS General Terms and Conditions for Professional Services (Rev. 01/2017). The Terms and Conditions and this proposal constitute the entire agreement (Agreement) between the parties and may not be changed without prior written consent of the parties.

The pricing and other information contained in this proposal document are proprietary and shall not be duplicated, used, or disclosed, in whole or in part, to other parties without the permission of PBS.

APPROVAL

Please indicate acceptance of this Agreement by returning a signed copy of this Agreement or a purchase order incorporating the terms and conditions of this Agreement.

Please feel free to contact me at 503.417.7691 or clark@pbsusa.com with any questions or comments.

Sincerely,



Clark Nelson, CIH
Senior Project Manager
PBS Engineering and Environmental Inc.

ACCEPTED BY:

Lower Columbia College



Signature of Authorized Representative

Nolan K. Wheeler

Name (Please Print)

VP of Administration

Title

Date

Attachment: PBS General Terms and Conditions for Professional Services (Rev. 01/2017)

CN:sw



GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These General Terms and Conditions for Professional Services ("Terms and Conditions") are attached to and made part of the letter proposal from PBS Engineering and Environmental Inc. (PBS) outlining PBS' specific scope of work ("PBS Proposal"). This Agreement represents the entire and integrated agreement between the Client and PBS and supersedes all prior negotiations, representations, or agreements, either written or oral. Hereafter the PBS Proposal once signed by both PBS and Client (together the "Parties") and these Terms and Conditions shall be read and interpreted together and referred to together as the "Agreement" between the Parties. If there are any inconsistencies between language in the PBS Proposal and in these Terms and Conditions, the language of these Terms and Conditions shall prevail.

The purpose of these Terms and Conditions is to identify basic contractual obligations of PBS and Client under the Agreement for various professional consulting services, whereby PBS would be acting in the role of Consultant/Owner Representative for Client. Individual projects may require additional detailed descriptions of services and associated Terms and Conditions, to be provided in a subsequent PBS Proposal or as a supplement to the Agreement.

- 1. RIGHT OF ENTRY:** Unless otherwise agreed, the Client will furnish PBS right-of-entry on real property and be responsible for the propriety of the time, place, and manner of PBS entry upon the real property and any buildings or structures where PBS is to perform its services ("Property"). PBS will take reasonable precautions to minimize damage to the Property from use of equipment, but PBS has not included in the fee the cost of restoration of the Property, unless specifically included in the Proposal. If the Client desires PBS to restore the Property to its approximate former condition, PBS will accomplish this and add the cost plus 15 percent (15%) to its fee.
- 2. BURIED UTILITIES:** PBS field personnel are trained to initiate field testing, drilling, and/or sampling within a reasonable distance of each designated utility location. PBS field personnel will avoid hazards or utilities that are observed by them at the site. If PBS is advised in writing of the presence or potential presence of underground or aboveground obstructions, such as utilities, PBS will give special instructions to its field personnel. PBS is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by client or third parties. The client will hold PBS and PBS subcontractors harmless from any loss resulting from inaccuracy of markings, of plans, or lack of plans, relating to the location of utilities. Note: Utility locates typically require two full working days' advance notice.
- 3. WORKER'S COMPENSATION INSURANCE AND LIABILITY INSURANCE:** PBS will provide Worker's Compensation insurance (and/or Employer's Liability insurance) as required by state statutes. PBS carries Comprehensive General Liability insurance which, subject to its terms and limits, may provide protection against liability relating to bodily injury or property damage arising out of PBS operations. PBS makes no representations or warranties concerning the effect, applicability, or scope of such insurance. Upon request in writing by Client to PBS, PBS will request its insurer to name Client as an additional insured on such policies and to issue certificates to Client to that effect. PBS makes no representations or warranties regarding any act by its insurer(s) and shall not be responsible for performing any act with respect to such insurance not specifically called for by this paragraph.
- 4. PROFESSIONAL LIABILITY AND LIMITATION THEREOF:** This paragraph relates only to Professional Liability and not General Liability. In performing its professional services, PBS will use that standard of care and skill ordinarily recognized under similar circumstances by members of its profession in the state and region at the time the services are performed. No other warranty, either expressed or implied, is made in connection with its rendering of professional services.
- 5. CONTRACTED WORK:** PBS, including its subconsultants and subcontractors, is retained hereunder for the limited purpose of performing certain services, providing the results of such work to Client, and making recommendations with respect to the data produced by the work. PBS is not responsible for the health and safety of Client's personnel or other persons present on the Property to be investigated or constructed. PBS is not responsible (a) for the overall status of Client's project; (b) for the property Client owns or leases or may be interested in purchasing or leasing; (c) for the interpretation of the PBS report, design drawings, or results by others; (d) for any use of PBS reports by Client or others except as specifically set forth herein; or (e) for any other matter not encompassed in the specific scope of work in this Agreement agreed to by PBS and Client. Any unauthorized use or distribution of PBS work shall be at the Client and recipient's sole risk. If Client desires to release, or for PBS to provide, PBS report(s) to a third party not a party to this Agreement for that party's reliance, PBS will agree to such a release provided PBS receives written acceptance from such third party to be bound by terms and conditions similar to those set forth in this Agreement, in addition to a fee for providing PBS reports to a new party. The Client shall indemnify, defend, and hold harmless PBS and its subconsultants and subcontractors from any claims, damages, costs, losses, and expenses, including but not limited to attorney fees and costs of arbitrations, mediations, trials, or appeals arising out of unauthorized or third party use of PBS reports.
- 6. RETENTION OF RECORDS AND SAMPLES:** PBS has a Records Retention policy (available upon request). All samples will be discarded 30 days after submission of PBS' final report unless other arrangements are made.
- 7. PAYMENTS TO CONSULTANT:** Invoices will be submitted periodically for prior services. An account will become delinquent 30 days after date of billing. It is agreed that a late charge will be added to delinquent accounts at the rate of one-and-one-half percent (1½%) for each 30 days delinquent (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which the PBS office submitting the invoice is located).
- 8. RATE SCHEDULE:** Fees for services are based on the number of hours expended on the project, including travel, by PBS personnel plus any reimbursable expenses. PBS hourly rates will be billed as stated in its proposal or at its current hourly rates (available upon request). Invoices will include sales tax when required.
- 9. REIMBURSABLE EXPENSES:**
 - A. Outside Services.** Subcontracted services such as those subconsultants and subcontractors, labor, and technical services will be invoiced at cost plus 15 percent (15%). Examples of services that may be subcontracted include other professional disciplines, soil boring, well installation, heavy and specialty equipment operators, geophysical surveys, commercial data base search providers, and computer programming.

- B. Supplies and Equipment.** Charges for items not ordinarily furnished by PBS such as expendable equipment, rental equipment, subsistence, travel expenses, tolls, special fees, reproduction, permits, licenses, priority mail fees, and long distance and wireless telephone calls will be invoiced at cost plus 10 percent (10%). Certain PBS-owned equipment (for sampling, testing, personal protective equipment, vehicle mileage, photocopying, etc.) may be required to complete the project. These will be invoiced at PBS standard rates without markup (rates available upon request).
- C. Laboratory.** PBS utilizes both in-house and outside laboratories for sample analysis. PBS maintains a list of standard rates for sample analyses commonly utilized in conjunction with PBS services (available upon request).
- 10. STANDARD OF CARE:** PBS services will be provided consistent with and limited to the standard of care applicable to such services, which is that PBS will provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee and PBS shall have no such obligation. Accordingly, Client should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.
- 11. RIGHT TO SUSPEND:** If Client fails to make payments to PBS in accordance with this Agreement, such failures shall be considered substantial nonperformance and cause for termination or, at PBS' option, cause for suspension of performance of services under this agreement. If PBS elects to suspend services, PBS shall give seven days' written notice to Client before suspending services. In the event of a suspension of services, PBS shall have no liability to the Client because of such suspension of services and Client shall indemnify and hold harmless PBS for any claims associated with such suspension.
- 12. EMPLOYEE AND SERVICES SOLICITATION:** Client shall not solicit nor tender any employment offer to any PBS employee, or consulting services offer to any PBS subcontractor assigned to perform work for Client under this agreement within six (6) months of completion of their part of the work without prior written approval by PBS. Any breach of this provision resulting in the Client hiring for employment or consulting services any PBS employee or subcontractor will obligate the Client to compensate PBS for recruitment and service fees.
- 13. OTHER PROVISIONS:** Neither party shall hold the other responsible for delay in performance caused by acts of God, strikes, lockouts, weather, accidents, or other events beyond the control of the other or the other's employees and agents.

Waiver by one party of any provision, term, condition, or covenant owed to it by the other party is to be made only by providing written notice to the other party and such waiver shall not be construed by the first party as a waiver of a subsequent breach of the same provision, term, condition, or covenant by the other party. This Agreement supersedes any contract language which may be issued by Client as a matter of standard purchasing protocol without regard to the unique nature of professional services to be rendered by PBS.

An opinion of construction, remediation, and restoration costs prepared by PBS represents its judgment as a professional. Since PBS has no control over the cost of labor and material, or over competitive bidding or market conditions, PBS does not guarantee the accuracy of its opinion as compared to contractor bids of actual cost to the Client.

It is understood and agreed by both parties that PBS, in performing professional services for the Client with respect to hazardous or microbial substances, will make recommendations to the Client but does not have the authority or responsibility to decide where disposal or treatment of such substances takes place, nor to designate how or by whom the hazardous or microbial substances are to be transported for disposal or treatment. It is understood that PBS is not the generator or site operator and does not own nor is it the arranger for disposal of the hazardous waste or other materials discovered, handled, or removed from the Property. To the extent required by law, Client agrees to provide timely disclosure to appropriate public agencies of any information regarding the Property (obtained from PBS or from other sources) where such disclosure may be necessary to prevent damage to human health, safety, or the environment.

Client agrees that PBS and its subconsultants and subcontractors are not responsible for the creation of the condition(s) PBS is being asked to investigate and that it would be unfair for PBS to be exposed to claims of injury or damage as a result of the conditions. In addition, Client understands that it is possible that exploration and investigation may fail to reveal the presence, location, or source of the condition(s) being investigated even when the condition(s) is assumed or expected to exist. Client understands that PBS' failure to discover and/or locate the condition(s) or the spread of the condition(s) through appropriate techniques does not guarantee that the condition(s) does or does not exist. Client agrees that it would be unfair to hold PBS liable for creating the condition(s) or the spread of the condition(s) providing PBS meets a reasonable standard of care in completing the work set out in the PBS Proposal.

Accordingly, Client waives any claims against PBS and its subconsultants and subcontractors, and agrees to defend, indemnify, and hold harmless PBS and its subconsultants and subcontractors from any and all claims or liability for injury to person or property or loss arising from the creation of the condition(s) or the unintentional exacerbation of the condition(s) by PBS, the exacerbation of hazardous conditions by others, the discovery of any condition, location of any condition, and/or allowing any condition to exist. Client also agrees to fairly compensate PBS and its subconsultants and subcontractors for any time spent and expenses incurred in the defense of any such claim. Notwithstanding any provisions in the Agreement to the contrary, PBS' liability for all acts and omissions related to its provision of services to Client under the terms of this Agreement shall be limited to the amount of PBS' insurance and in no circumstances shall such liability of PBS include special or consequential damages.

PBS does not provide legal opinions, and recommends client seek legal counsel for advice on issues such as the appropriateness of a particular scope of work to minimize legal liability, reportability of a condition to a public agency, potential cost recovery from responsible parties, and to assess the value of maintaining attorney/client privilege for work conducted under this Agreement.

In the event there is a dispute between PBS and the Client concerning the performance of any provision in this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees and costs in mediation, arbitration, trial, or appeal. In addition, Client agrees to pay PBS for all employee time, costs, and witness costs incurred for collection activity. This Agreement can be terminated at any time by either party. If terminated prior to the completion of a scope of work, PBS shall be entitled to its portion of fees for any work performed in accordance with its current rate schedule.