

Scope of Work

Construction Activity Permit Compliance

Public Review Documents (PRDs)

a. Notice of Intent/WDID

Everest Environmental, Inc. will work with SWRCB in order to secure WDID coverage. Everest Environmental, Inc. will complete a Notice of Intent (NOI) application in accordance with the State Water Resource Control Board's (SWRCB) 2009 General Construction Activity Storm Water Permit. The NOI application requires the client to pay for all application fees, per current state fee schedules, via check made payable to the State Water Resources Control Board (SWRCB). Everest Environmental, Inc. will upload and file the document to the SMARTS System.

b. Risk Assessment Evaluation

Everest Environmental, Inc. will complete the required Risk Determination calculation in order to determine the site's sediment and receiving water risk. The Risk Determination calculation will be prepared in accordance with Section VIII of Appendix 1 of the General Construction Permit (GCP). The determined risk level will dictate the requirements necessary for the SWPPP document and associated storm water monitoring and reporting. Everest Environmental, Inc. will upload and file the document to the SMARTS System.

c. Site Map

Everest Environmental, Inc. will prepare site maps in pursuit of securing WDID coverage. As part of the PRD submittal Everest Environmental, Inc. will complete the Site Map in accordance with the State Water Resource Control Board's (SWRCB) 2009 General Construction Activity Storm Water Permit. Everest Environmental, Inc. will upload and file the document to the SMARTS System.

d. Storm Water Pollution Prevention Plan (SWPPP)

Everest Environmental, Inc. will prepare a site specific Storm Water Pollution Prevention Plan (SWPPP) for the project referenced above in accordance with Contract Special Provisions, Local Specifications, and State Water Resource Control Board's 2009-0009-DWQ General Construction Activity Storm Water Permit. Everest Environmental, Inc. will upload and file this SWPPP to the SMARTS System.

Weekly, During, and Post Rain Event Monitoring/Inspection

Everest Environmental, Inc. will provide on-site storm water compliance inspections and monitoring by a Qualified SWPPP Practitioner (QSP). Inspections/monitoring shall be made for compliance with the General Construction Activity Permit Order No. 2009-0009-DWQ and include completion of an approved, detailed, report checklist. The report will note the inspector's observations and opinions regarding the client's compliance with the above referenced permit which mandates weekly inspections, post storm inspections, and inspections at 24 hour frequencies during extended rain events. This proposal is based upon providing one, weekly, site inspection, as well as, post storm event inspections (with-in 48hrs of the completion of a rain event which produces ½ inch or more of precipitation), and inspections at 24 hour frequencies during extended rain events.

Quarterly Non-Storm Water Visual Monitoring

Everest Environmental, Inc. will provide inspection time to conduct site assessments with regards to Non-Storm Water Visual Monitoring for compliance with the General Construction Activity Permit Order No. 2009-0009-DWQ and include completion of an approved, detailed, report checklist. The assessment will note the inspector's observations and opinions regarding the client's compliance with the above referenced permit which mandates Non-Storm Water Visual Monitoring on a Quarterly basis.

QSD SWPPP Amendments

Per General Construction Activity Permit Order No. 2009-0009-DWQ any changes to stormwater protocol, which differ from the SWPPP document, must be indicated through an amendment. All amendments must be prepared by a Qualified SWPPP Developer (QSD), on the appropriate approved form, and uploaded to the SMARTS database. Everest Environmental will provide QSD staff to prepare any/all SWPPP amendments required through-out the construction duration.

Weather Monitoring

Per General Construction Activity Permit Order No. 2009-0009-DWQ the QSP will monitor www.noaa.gov for weather forecasting information on a daily basis. The permit indicates that QSP inspections/monitoring shall occur with-in 48 hrs of a forecast rain event of 50% or greater. Weather forecasting logs will be kept and maintained onsite per Permit Regulations.

Annual Reporting

Everest Environmental, Inc. will compile, prepare, and submit the required Annual Report to the State Water Resources Control Board (SWRCB) via the SMARTS system



prior to September 1st of each compliance year (July 1 to June 30). Annual Reports will be prepared in accordance with the State Water Resource Control Board's 2009-0009-DWQ General Construction Activity Storm Water Permit.

Notice of Termination

Everest Environmental, Inc. will provide Qualified SWPPP Developer (QSD) staff to prepare and submit the required Notice of Termination (NOT).

To terminate coverage under the General Permit, a Notice of Termination (NOT) must be submitted electronically via SMARTS. A "final site map" and photos are required to be submitted with the NOT. Filing a NOT certifies that all General Permit requirements have been met. The NOT is submitted when the construction project is complete and within 90 days of meeting all General Permit requirements for termination and final stabilization.



Fee Schedule

Estimates based on a 18 -MONTH schedule.

Quantities will vary based on time of construction start and finish.

Service	Unit Cost	Estimated Quantity	Estimated Amount	Approved Request
<i>Initial in the "Approved Request" box for desired contract items.</i>				
PRDs/SWPPP	\$2,280	1	\$2,280	
Weekly Monitoring/Inspection	\$225	78	\$17,550	
During, and Post Storm Monitoring/Inspection	\$240	8*	\$1,920	
Quarterly Non-Storm Water Monitoring/Inspection	No Fee	6	\$0	
QSD SWPPP Amendments	No Fee	Unknown	\$0	
Weather Monitoring	No Fee	548	\$0	
Annual Reporting	\$1,080	2	\$2,160	
Notice of Termination	\$990	1	\$990	
Total Estimated Fees			\$24,900.00	
<p>Initial and date the "Approved Request" box to indicate the services desired. Quantities are estimates only. The Client will only be billed for services incurred. *Best estimate of rainy days. Quantity will vary.</p>				

- ***Cost and Services Breakdown***

1. Everest Environmental, Inc. will consult with the responsible party (i.e. project manager, engineer, superintendent, or other personnel) to gather the project information necessary in preparation of the referenced water pollution control documents.
2. Everest Environmental, Inc. will initiate work efforts as soon as the following items have been received; a signed standard Consulting Agreement, and all project information listed in the Client Responsibilities section. Everest Environmental, Inc. will then require no more than seven (7) working days to complete the SWPPP document.
3. Everest Environmental, Inc. will provide four (4) hours of meeting and coordination time in pursuit of completion of this Scope of Work. If additional time is needed in order to gain report approval, or if extra work is requested, it will be billed as time and materials at a rate of \$125.00 per hour.
4. Everest Environmental, Inc. will prepare a complete SWPPP document in accordance with all standards, specification, and permits listed above.
5. Everest Environmental, Inc. will provide one report submittal including two (2) copies of the SWPPP to the client. If more report copies of either report become necessary they will be billed at \$150 per copy.

Client Obligations

- The client shall supply the following information necessary for SWPPP/NOI document preparation:
 1. Plan set.
 2. Project start and finish date.
 3. Construction Schedule, should include line items for Best Management Practices (BMP) implementation, BMP maintenance, and BMP inspection.
 4. Contractors name and complete contact information.
 5. Name and contact information for the project assigned Qualified SWPPP Practitioner (QSP).
 6. Copies of the QSPs State Certification.
 7. Sub-Contractor list.
 8. Construction Schedule.
 9. Location of the Contractors Yard/Lay-down area.

- The contractor explicitly understands the following:
 1. Work will be billed monthly, as incurred, due net 30.
 2. Everest Environmental, Inc. is not responsible for the owner's/contractors daily operations and does not relieve the owner/contractor of their obligation to properly implement permit requirements.
 3. Everest Environmental, Inc. has no control over opinions and interpretations of permitting agencies.
 4. Everest Environmental, Inc. agrees to maintain applicable insurances in excess of \$1,000,000/\$2,000,000 through-out the duration of the project.
 5. Consultant makes no warranty, either expressed or implied, as to his findings, cost estimates, recommendations, plan, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
 6. Everest Environmental, Inc. will initiate work efforts upon receipt of requested materials and this signed standard consulting agreement.
 7. These terms and conditions shall not be construed to alter, affect, or waive any lien or stop notice right, which Consultant may have for the performance of services pursuant to these terms and conditions. Client agrees to separately provide to Consultant the present name and address of the record owner of the property on which the project is to be located. Client also agrees to provide Consultant with the names and addresses of any and all lenders who have or would loan money on the project and who are entitled to receive a preliminary notice.
 8. If Client fails to pay Consultant within thirty days after invoices are received, Client agrees Consultant shall have the right to consider such default in payment a material breach of these terms and conditions, and, upon written notice, the duties, obligations, and responsibilities of Consultant under these terms and conditions are terminated or suspended, at the sole discretion of the consultant. In such an event, Client shall promptly pay consultant for all fees, charges, and services provided by Consultant.
 9. If there is a dispute over an invoice, the client shall notify Everest Environmental, in writing, of any and all objections, if any, to an invoice within ten (10) business days after receipt of the invoice. Otherwise, the invoice shall be deemed proper, acceptable, and payable by the client.
 10. Client agrees to pay a monthly service charge or bookkeeping fee, which will be one and one-half percent per month, which will be applied to any unpaid balance commencing thirty days after the date of original billing.
 11. Client agrees that if Client requests services not specified pursuant to the scope of services description within this agreement, Client shall pay for all such extra services, an oral request shall be deemed an authorization for additional work.
 12. Services not identified in the Scope of Services shall be considered as additional services and shall be provided on a time and materials basis, based upon the hourly fee rate of \$125/hr.
 13. If Consultant, pursuant to these terms and conditions, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more governmental agency, and one or more such governmental agency changes its ordinances, policies, procedures, or requirements after the date of these terms and conditions, any additional office or field services thereby required shall be paid for by Client as additional services on a time-and-material basis.
 14. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of these terms and conditions, the prevailing party shall be entitled to reasonable attorneys' fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, beyond any other relief to which the prevailing party may be entitled.
 15. The Consultant shall not be responsible for any acts or omissions of the contractor, subcontractor, or any entity performing any of the work. The Consultant does not guarantee the

- performance of the contractor and shall not be responsible for the contractor's failure to perform the work. Consultant's inspection reports (sometimes referred to as certifications or verifications) do not warranty the work of the contractor and shall not be construed as a release of the contractor's liability.
16. Consultant will not be held liable for problems that occur if Consultant's recommendations are not implemented. Accordingly, Client waives any claim against and agrees to defend and hold Consultant harmless from any claim or liability for injury or loss that results from failure to implement Consultant's recommendations or from implementation of Consultant's recommendations in a manner that is not in accordance with those recommendations. Client also agrees to compensate Consultant for any time spent and expenses incurred by Consultant in defense of any such claim, with such compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.
 17. Client agrees that according to generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and Client further agrees to defend, indemnify and hold consultant harmless from all liability, real or alleged, concerning the performance of services on this project, excepting liability arising from the sole negligence of Consultant.
 18. In the event Client discovers or becomes aware of changed field or other conditions that require clarifications, adjustments, modifications, or other changes during the construction phase of the project, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications, or other changes to Consultant's services or work product before construction activities commence or further activity proceeds. Further, Client agrees to have a provision in its construction contracts for the project that requires the contractor to notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
 19. Consultant is not responsible for delay(s) caused by activities or factors beyond Consultant's reasonable control.
 20. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, standards or policy changes, and building/construction permits. The Client agrees that it is the responsibility of the Client to secure and maintain, in good standing, all government approvals and permits and to apply for any extensions as necessary.
 21. These terms and conditions shall be binding upon the heirs, executors, administrators, successors, and assigns of Client and Consultant.
 22. These terms and conditions shall not be assigned by either Client or Consultant without the prior written consent of the other.
 23. These terms and conditions contain the entire agreement between Client and Consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations, or representations not expressly set forth in these terms and conditions are of no force or effect. Subsequent modifications to these terms and conditions shall be in writing and signed by both Client and Consultant.
 24. These terms and conditions shall be governed by, and construed in accordance with, the laws of the State of California.



Contract Exclusions

- The following items are specifically excluded from this contract. These items can be provided by Everest Environmental, Inc. under separate contract terms.
 1. BMP Materials – Materials for required BMP's are to be supplied by the contractor.
 2. Any other items not specifically mentioned in the Cost and Services Breakdown.

BY SIGNING THIS DOCUMENT EVEREST ENVIRONMENTAL, INC. AGREES TO PERFORM THE SCOPE OF WORK OUTLINED ABOVE IN EXCHANGE FOR THE CONTRACT TOTAL SUM PAID BY PERRIS UNION HIGH SCHOOL DISTRICT. IN SIGNING THIS DOCUMENT THE CLIENT FULLY UNDERSTANDS AND ACKNOWLEDGES ALL CLIENT OBLIGATIONS AND CONTRACT EXCLUSIONS.

A handwritten signature in blue ink, appearing to read "H. ...", written over a horizontal line.

EVEREST ENVIRONMENTAL, INC.
05/16/2019

PUHSD REPRESENTATIVE
DATE