

Robert E. Shannon
City Attorney of Long Beach
333 West Ocean Boulevard
Long Beach, California 90802-4664
Telephone (562) 570-2200

AGREEMENT

29696

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3 THIS AGREEMENT is made and entered, in duplicate, as of May 16, 2006
4 for reference purposes only, pursuant to a minute order of the City Council of the City of
5 Long Beach at its meeting on May 16, 2006, by and between ENVIRO-TECH ABATEMENT
6 SERVICES, a North Carolina corporation, whose address is 1801-C Via Burton, Fullerton,
7 CA 92831 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

8 WHEREAS, a water pipe broke at the Central Facilities Center operated by
9 the City's Department of Health and Human Services causing significant water damage;
10 and

11 WHEREAS, the City requested that Contractor perform emergency work (the
12 "Work") to abate the damage, and Contractor agreed to perform the Work and did perform
13 the Work; and

14 WHEREAS, the parties desire to memorialize in writing their understanding
15 relating to the Work;

16 NOW, THEREFORE, in consideration of the mutual terms and conditions
17 contained in this Agreement, the parties agree as follows:

- 18 1. Contractor furnished the Work described in Exhibit "A" attached to this
19 Agreement and incorporated by this reference. The City shall pay Contractor for the Work
20 an amount not to exceed \$309,422.00.
- 21 2. The term of this Agreement shall commence on March 27, 2006, and shall
22 terminate at midnight on April 10, 2006.
- 23 3. Contractor shall maintain at Contractor's sole expense for the duration of
24 this Agreement the insurance required by the City of Long Beach.
- 25 4. Contractor shall not assign its rights or delegate its duties under this
26 Agreement, or any interest in this Agreement, or any portion of this Agreement, without the
27 prior written consent of the City Manager. Any attempted assignment or delegation shall
28 be void, and any assignee or delegate shall acquire no right or interest by reason of the

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1 attempted assignment or delegation.

2 5. This Agreement including Exhibit "A" shall not be amended, nor any
3 provision or breach waived, except in writing signed by the parties which expressly refers
4 to this Agreement.

5 6. This Agreement, including Exhibit "A", constitutes the entire understanding
6 between the parties and supersedes all other agreements, whether oral or written, with
7 respect to the subject matter in this Agreement.

8 7. Contractor shall defend, indemnify and hold the City, its officials,
9 employees and agents (collectively in this Section "City") harmless from and against all
10 claims, demands, causes of action, losses, liability, costs, and expenses (including
11 attorney's fees), arising from the Work or any breach of this Agreement or any alleged
12 negligence or willful misconduct by Contractor, Contractor's employees or agents arising
13 from or attributable to this Agreement.

14 8. If there is any conflict between this Agreement and the Purchase Order,
15 this Agreement shall govern.

16 9. Subject to applicable laws, rules, and regulations, Contractor shall not
17 discriminate in the performance of the Work on the basis of race, color, religion, national
18 origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap.

19 10. Any notices given pursuant to this Agreement shall be in writing and
20 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
21 to Contractor at the address first stated above and to the City at 333 West Ocean
22 Boulevard, Long Beach, California 90802 Attn: City Manager. Notice of change of address
23 shall be given in the same manner as stated for other notices. Notice shall be deemed
24 given on the date personal delivery is made, or twenty-four (24) hours after deposit in the
25 mail, whichever occurs first.

26 11. The acceptance of the Work or the payment of any money by the City
27 shall not operate as a waiver of any provision of this Agreement or of any right to damages
28 or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall

1 not constitute a waiver of any other or subsequent breach of this Agreement.

2 12. Contractor did, on completion of the Work, deliver possession of the
3 Work to the City free and discharged from all claims for labor and materials in doing the
4 Work.

5 13. Contractor shall comply with Sections 1810 through 1815 of the California
6 Labor Code regarding hours of work. Contractor shall forfeit, as a penalty to the City, the
7 sum of Twenty-five Dollars (\$25) for each worker employed by Contractor or any
8 subcontractor for each calendar day such worker is required or permitted to work more than
9 eight (8) hours unless that worker receives compensation in accordance with Section 1815.

10 14. Contractor is directed to the State Director of Industrial Relations with
11 regard to prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty
12 Dollars (\$50) for each laborer, worker or mechanic employed for each calendar day, or
13 portion of a day, that such laborer, worker or mechanic is paid less than the prevailing wage
14 rates for any work done by Contractor, or any subcontractor, under this Agreement.

15 15. Contractor shall keep and cause each subcontractor to keep an accurate
16 payroll record in accordance with Division 2, Part 7, Article 2 of the California Labor Code.
17 Contractor's failure to furnish such record to the City in the manner provided in this
18 Agreement for notices shall entitle the City to withhold the penalty prescribed by law from
19 payments due to Contractor.

20 16. Contractor had the responsibility, care and custody of the Work. If any
21 loss or damage occurred to the Work, as a result of Contractor's fault, that is not covered
22 by collectible commercial insurance, excluding loss or damage caused by the negligence
23 or willful misconduct of the City, earthquake, or flood, then Contractor shall immediately
24 make the City whole for any such loss or pay for any damage.

25 17. Expiration of this Agreement shall not terminate the rights or liabilities of
26 either party which rights or liabilities accrued or existed prior to expiration.

27 18. No language in this Agreement shall create and the City shall not have
28 any duty to inspect, correct, warn of, or investigate any condition arising from Contractor's

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1 Work, or to insure compliance with laws, rules or regulations relating to the Work. If the
2 City does inspect or investigate, the results of the inspection or investigation shall not be
3 deemed compliance with or a waiver of any requirements of this Agreement.

4 19. This Agreement shall be governed by and construed pursuant to the laws
5 of the State of California (except those provisions of California law pertaining to conflicts
6 of laws).

7 IN WITNESS WHEREOF, the parties have caused this document to be duly
8 executed with all formalities required by law as of the date first stated above.

9 ENVIRO-TECH ABATEMENT SERVICES, a
10 North Carolina corporation
11 By [Signature]
12 President

13 By 7/26/06, 2006
14 7/26/06, 2006
15 By [Signature]
16 Secretary

17 "Contractor"
18 THE CITY OF LONG BEACH, a municipal
19 corporation
20 By [Signature]
21 City Manager

22 "City"

23 This Agreement is approved as to form on 8/1, 2006.

24 ROBERT E. SHANNON, City Attorney
25 By [Signature]
26 Senior Deputy

WRITTEN CONSENT OF THE SOLE SHAREHOLDER
OF
PROJECT DEVELOPMENT GROUP, INC.

The undersigned, being the sole shareholder of Project Development Group, Inc., a Pennsylvania corporation (the "Corporation"), in accordance with the provisions of Section 1766 of the Pennsylvania Business Corporation Law of 1988, as amended, and the By-laws of the Corporation, hereby consents to, approves and adopts the following resolutions as though said resolutions were duly adopted at the annual meeting of the sole shareholder of the Corporation:

RESOLVED, that the following persons be, and hereby are, empowered and authorized to act as attorney-in-fact for the limited purpose of executing bids, proposals and contracts on behalf of the Corporation, said power and authorization shall cease July 1, 2007:

Robert Rizzo

RESOLVED, that the Secretary or Assistant Secretary of the Corporation be, and hereby is, authorized, empowered and directed to certify copies of the foregoing resolution to any person requiring evidence of the action taken and the authority conferred thereby.

RESOLVED, that this consent be filed with the Minutes of the proceedings of the shareholders of the Corporation by the Secretary or Assistant Secretary of the Corporation.

PDG Environmental, Inc.

Dated: July 1, 2006

By: 

John C. Regan, Director

The undersigned, the Assistant Secretary of the Corporation, hereby certifies that the within Consent has been duly filed with the undersigned.

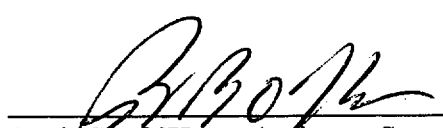

Regis B. O'Hara, Assistant Secretary

EXHIBIT "A"

ENVIRO-TECH ABATEMENT SERVICES

Administrative Information	
Type of Estimate:	Mold Remediation
Client:	City of Long Beach
Property:	1133 Rhea Street Long Beach, CA 90815
Business:	2525 Grand Avenue Long Beach, CA 90815
Property:	(562) 570-4021 Fax: (562) 570-4049
Operator:	MHACKLER
Estimator:	MARCUS S. HACKLER
Title:	General Manager
Business:	1801-C VIA BURTON STREET FULLERTON, CA 92831
Company:	RGA Environmental, Inc.
Business:	575 Anton Blvd.; Suite 300 Costa Mesa, CA 92626
Business:	(714) 780-0000 x15
Business:	(714) 432-6317
Date Entered:	04/10/06
Date Est. Completed:	04/10/06
Date Assigned:	03/29/06
Price List:	CALA2B3B Restoration/Service/Remodel with Service Charges Broken Out
Estimate:	FAC11ORGM0406-8032
File Number:	06-8032

ENVIRO-TECH ABATEMENT SERVICES

Administrative Information

Type of Estimate: Mold Remediation

Client: City of Long Beach

Property: (562) 570-4021

Fax: (562) 570-4049

Property: 1133 Rhea Street
Long Beach, CA 90815

Business: 2525 Grand Avenue
Long Beach, CA 90815

Operator: MHACKLER

Estimator: MARCUS S. HACKLER

Business: (714) 780-0000 x15

Title: General Manager

Business: 1801-C VIA BURTON STREET
FULLERTON, CA 92831

Company: RGA Environmental, Inc.

Business: (714) 432-6317

Business: 575 Anton Blvd., Suite 300
Costa Mesa, CA 92626

Date Entered: 04/10/06

Date Assigned: 05/29/06

Date Est. Completed: 04/10/06

Price List: CALA2B3B
Restoration/Service/Remodel with Service
Charges Broken Out

Estimate: FAC11ORGM0406-8032

File Number: 06-8032

ENVIRO-TECH ABATEMENT SERVICES

Opening Statement:

To whom it may concern:

This prospectus represents visible damage only. Any additional damage discovered during the course of this project will constitute either a supplement to the existing scope of work or a change order for any additional work that falls outside the original scope of work. All supplemental changes and change orders must be in writing, agreed to, and signed by both the customer and contractor. No work concerning supplemental changes or change orders will be performed until agreement has been reached and orders have been signed. Contractor agrees to present Owner all supplemental changes and/or change orders in a timely manner for review and signature. Customer agrees to review any and/or all supplemental changes and change orders within a twenty-four hour period and notify Contractor of the results of the review. Contractor will not be responsible for any delays caused for failure to review said orders within a twenty-four hour period:

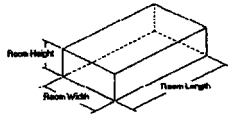
All mold remediation work will be performed according to the "prescription and scope of work" set forth by the Customer's **Certified Industrial Hygienist**. All remediation work will cease once the **CIH** has determined clearance of the project.

Pack-Outs of both hard goods and soft goods will be performed at the discretion of the **CIH's** recommendation. If pack-outs are required, the Contractor will utilize a licensed, bonded, and insured third party for these pack outs. Costs regarding pack-outs will be paid by the customer independent of the costs set forth within this scope.

All work to be performed in a timely manner and as per signed agreement. Contractor not responsible for delays caused by "Acts of God" or others. Such as, but not limited to: inclement weather, natural or other disasters, labor strikes, materials delay, no access to job site, vehicle breakdown, equipment breakdown, etc.. Points of water intrusion will be identified and addressed by others. All pre and post testing for clearance will be provided by others.

ENVIRO-TECH ABATEMENT SERVICES

Room: FAC11ORGM0406-8032



CAT	SEL	ACT DESCRIPTION	REMOVE	REPLACE	TOTAL
	CALC	QNTY			
MLD	BAG	+ Mold Remediation - disposal bags - 6mil			
	1000	1,000.00 EA		1.39=	1,390.00
MLD	CONCLN	+ Mold Remediation - content cleaning			
	12*8*4	384.00 HR		65.00=	24,960.00
MLD	CONPCK	* + Mold Remediation - content pack out; prevailing wage			
	12*8*4	384.00 HR		65.00=	24,960.00
MLD	CONTAIN	+ Mold Remediation-Plastic containment - 6mm plastic			
	6800	6,800.00 SF		0.53=	3,604.00
6mil plastic containment cost includes one change out of interior containment efforts.					
MLD	FHEPA>	+ HEPA filter - negative air exhaust fan - Large			
	11	11.00 EA		203.42=	2,237.62
MLD	FHEPA	+ HEPA filter - negative air exhaust fan			
	5	5.00 EA		168.75=	843.75
MLD	HEPAVAC	+ HEPA Vacuum			
	20	20.00 DA		35.00=	700.00
MLD	NAF>>	+ Negative air fan/Air scrubber - 2,500 cfm			
	11*10	110.00 DA		165.50=	18,205.00
MLD	NAF>	+ Negative air fan/Air scrubber - 700-1800 cfm			
	5*10	50.00 DA		135.75=	6,787.50
MLD	HTPACK	+ Mold Remediation-Hand tool package - per man - per day			
	12*3*10	360.00 EA		47.52=	17,107.20
MLD	PPE+	+ Mold Remediation- Personal protective equipment - per man			
	12*3*10	360.00 EA		57.95=	20,862.00
MLD	MANO	+ Mold Remediation-Manometer; monitored per day			
	4*10	40.00 DA		22.00=	880.00
MLD	MRPM+	+ Mold Remediation Project Manager - per hour - prevailing w			
	90	90.00 HR		85.00=	7,650.00
MLD	MRPS+	+ Mold Remediation Project Superintendent - per hour - preva			
	3*8*8	192.00 HR		75.00=	14,400.00
MLD	MRT+	+ Mold Remediation Technician - per hour - prevailing wage			
	8*8*8	512.00 HR		65.00=	33,280.00
MLD	MRPS+	+ Mold Remediation Project Superintendent - per hour - prevailing wage; time and a half			
	3*8*4	96.00 HR		112.50=	10,800.00

ENVIRO-TECH ABATEMENT SERVICES

CONTINUED - FAC11ORGM0406-8032

CAT	SEL CALC	ACT DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
MLD	MRT++	+ Mold Remediation Technician - per hour prevailing wage; time and a half				
	8*8*4		256.00 HR		97.50=	24,960.00
MLD	HEAT<	+ Mold Remediation; heat blast for dryout and microbial reduction; open walls				
	10200		10,200.00 SF		3.20=	32,640.00
FEE	BOND	+ Performance and Payment Bonding				
	1		1.00 EA		6,066.71=	6,066.71

Room Totals: FAC11ORGM0406-8032

252,333.78

Grand Total Areas:

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SY Flooring	0.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	0.00 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	0.00 Area of Face 1

ENVIRO-TECH ABATEMENT SERVICES

Summary for Mold Remediation				
Line Item Total				252,333.78
Material Sales Tax	@	7.750%	84,243.48	6,528.87
Subtotal				258,862.65
Overhead	@	10.00%	252,795.94	25,279.59
Profit	@	10.00%	252,795.94	25,279.59
Grand Total				309,421.83

MARCUS S. HACKLER
General Manager