



License 716538 DOSH # 630

**Project:** 1025 & 1025 1/2 Pepper Drive - Demo  
"Property" Address: 1025 & 1025 1/2 Pepper Drive  
City: El Cajon State: CA Zip: 92021  
Contact: Steve Robison  
Work No.: 619-316-5839  
Mobile No.: 619-579-7232 Home No.: \_\_\_\_\_  
Claim Number: \_\_\_\_\_

**Customer**  **Billing Party**   
**Literacy First Charter Schools**  
Address: 799 E Washington Ave  
City: El Cajon State: CA Zip: 92020  
Contact: Steve Robison  
Phone No.: 619-316-5839  
Fax No.: \_\_\_\_\_  
Email: steve.robison@lfcsinc.org

Scheduled Start Date: \_\_\_\_\_ Scheduled Completion Date: \_\_\_\_\_  
Total Bid Amount: **\$28,498.00** Deposit Required: **\$0.00** Balance Due on Completion: **\$28,498.00**

**SCOPE OF WORK (Description of Project, Materials to be Used, and/or Equipment to be Installed)**

1. Perform full structure demolition of 1025 & 1025 1/2 Pepper Drive, including concrete slab, shed, and chain link enclosure (dog kennel). TCLP testing included for interior plaster. Customer understands that in the event the plaster waste is characterized as lead after testing, a change order will be necessary for disposal.

EXCLUSIONS: Any/all repair of building materials removed prior to or as a result of the abatement process or abatement containment procedures. Any/all damage to electrical, fixtures, paint, walls, floors, due to the abatement process or abatement containment procedures. Any/all pre-contamination that may have occurred by work performed prior to or as a result of the loss itself. Alliance is responsible for work inside our work area and any/all contamination that may have occurred prior is not the responsibility of Alliance. Third party testing.

Trash dumpster fees are not included in this contract and shall be coordinated / paid by signer (Alliance will provide all labor to dispose of non-regulated waste in trash dumpsters provided by customer).

Customer understands that point count testing for drywall is not included. This testing will need to be conducted prior to demolition. Should test results characterize drywall waste as trash, no change order will be needed. If deemed hazardous, a change order will be presented for review and approval.

**Notes:**

1. UNLESS OTHERWISE NOTED IN THIS CONTRACT, Homeowner or tenant is ultimately responsible to ensure that all personal items are removed from the work area prior to the arrival of Alliance Environmental Group, LLC. In the event that a third party company is contracted to remove the contents from that area, and not all necessary items are removed prior to Alliance Environmental Group, LLC.'s arrival, a cancellation fee or content manipulation charge to the homeowner or tenant may apply as outlined in the following paragraph. In order to prevent these charges, homeowner is responsible to ensure all necessary content manipulation has been completed or to notify Alliance Environmental Group, LLC. of any changes prior to Alliance Environmental Group, LLC.'s arrival.
2. In the event that the work area is not ready for abatement, the homeowner or tenant will be responsible for payment of either \$70.00 per man per hour to manipulate contents (contents exclusions in subsection 3, titled exclusions, apply) or a \$250 cancellation fee. In the event of a cancellation, the job will be rescheduled for the soonest opening once the work areas are prepared for abatement.

Customer Initial: \_\_\_\_\_

**Payment notice:**

1. In the event that the homeowner is paying Alliance Environmental Group, LLC. directly, payment is due and payable immediately upon completion of the job.
2. In the event that an insurance company issues a check to the owner for payment for services performed by Alliance Environmental Group, LLC., the homeowner is responsible to issue payment to Alliance Environmental Group, LLC. for full contract amount.
3. In the event that an insurance company denies all or part of the claim, the homeowner is ultimately responsible for payment for the full contract amount.

Customer Initial: \_\_\_\_\_

DEPOSIT may not exceed \$1,000 or 10 percent of Contract Amount, whichever is less. Customer shall pay Alliance Environmental Group, LLC. the Deposit prior to Alliance Environmental Group, LLC. scheduling work. In the event of failure to pay any of the amount due in this invoice, all collection costs and/or attorney fees in the collection of any such amount will be paid by the Customer. Interest at the rate of 1.5% per month, or the maximum rate allowed by law whichever is less, will be charged on accounts past due more than 30 days. In the event of failure to pay any of the amount due, all collection costs and/or attorney fees in the collection of any such amount will be paid by the Customer. In the event that an insurance company issues a check to the owner for payment for services performed by Alliance Environmental Group, LLC., please endorse the check and forward it to Alliance Environmental Group, LLC. upon the completion of the job.

Some of the services performed by Alliance Environmental Group, LLC. require the use of EPA approved chemicals. It is the Customer's responsibility to notify Alliance Environmental Group, LLC. of any potential health concerns or known sensitivity to chemicals. I have read and understand that if I have concerns I am to notify Brian Thomas.

[Redacted Signature]

[Redacted Date]

(Signature)

(Date)

**Any and all hazardous waste fees are to be paid by the generator, not Alliance Environmental Group, LLC. This is including but not limited to ALL generator fees from the State Board of Equalization and Department of Toxic Substance Control.**

**Customer acknowledges and authorizes Alliance Environmental Group, LLC. to sign the Hazardous Waste Manifest "on behalf of" the generator.**

**Customer Initial:** \_\_\_\_\_

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 amount.** Please be aware that if you generate more than five tons of hazardous waste, the BOE will bill you the required fee.

Current fees are as follows:

Generator Size:	Fee:	Generator Size:	Fee:
Less than 5 tons/year	\$0.00	25 but less than 50 tons/year	\$2,000.00
5 but less than 25 tons/year	\$250.00	50 but less than 250 tons/year	\$5,000.00

**Contact your Alliance Environmental Group, LLC. Project Manager/Estimator (Brian Thomas) for assistance in approximating your Generator Fee.**

**Notice:** Recent lead laws require that any pre 1978 structure where lead paint will be disturbed must have the paint tested or it will be presumed positive. Alliance Environmental Group, LLC. strongly recommends that these painted surfaces be tested for lead content prior to performing work. If Alliance Environmental Group, LLC. has not been provided lead testing results, it will be assumed that all surfaces contain lead. Alliance Environmental Group, LLC. will profile and characterize these materials for the proper handling and disposal. Pending results of the lead profile characterization, additional disposal cost may be charged at a price to be determined by Alliance Environmental Group, LLC.

Alliance Environmental Group, LLC. (hereinafter referred to as "Alliance"), and the undersigned homeowner or tenant (hereinafter referred to as "Customer") agree as follows: The previous page and above portion of this page are incorporated herein as part of the Contract between the parties.

**1. SCOPE OF WORK:** In consideration of the payment specified above, Alliance is hereby authorized to furnish all labor, materials, and equipment necessary to perform removal and disposal of asbestos, lead, mold, and/or other materials and/or to perform hazardous remediation of hazardous materials, all as specified in the above agreed Scope of Work, in material compliance with applicable laws and regulations. Alliance agrees to use reasonable best efforts to complete the Scope of Work. However, Customer acknowledges and agrees that this Agreement is for Alliance's effort and not for any particular results. ALLIANCE MAKES NO REPRESENTATION OR WARRANTY THAT THE WORK DESCRIBED IN THE SCOPE OF WORK WILL RESULT IN THE ELIMINATION OF ASBESTOS, LEAD, MOLD, AND/OR OTHER HAZARDOUS MATERIALS CONTAMINATION ("HAZARDS CONTAMINATION") FROM THE AREAS DESCRIBED IN THE SCOPE OF WORK OR THAT SUCH HAZARDS CONTAMINATION WILL NOT REAPPEAR IN SUCH AREAS OR OTHER AREAS OF THE PROPERTY. ALLIANCE MAKES NO REPRESENTATION OR WARRANTY REGARDING HAZARDS CONTAMINATION IN AREAS, INCLUDING ADJOINING AREAS, NOT SPECIFIED IN THE SCOPE OF WORK, NOR THAT SUCH HAZARDS CONTAMINATION WILL NOT MIGRATE TO AREAS DESCRIBED IN THE SCOPE OF WORK FOLLOWING COMPLETION OF OR DURING THE SCOPE OF WORK. Without limiting the foregoing, Customer specifically waives and releases Alliance from any claim for damages on account of work recommended by Alliance but not accepted by Customer or Insurer, and for any consequential, incidental or punitive damages, or for loss of use, property or profits of whatever kind arising out of or in connection with performance of Scope of Work.

**2. START DATE AND COMPLETION DATE:** California Law requires that Contractor start this project within (20) days of execution of this Contract subject to Alliance's ability to obtain permits and Customer's ability to obtain financing if Customer is buying the property in question, subject to delay caused by any processing and obtaining permits may required which may extend Start Date and correspondingly delay the Completion Date.

**3. EXCLUSIONS:** Any work that is not specifically included in Scope of Work shall not be any part of this Contract. Removal of inaccessible asbestos, mold, or lead-containing materials is not covered in the Contract amount and additional charges will apply if materials must be removed to uncover same. Doors, lights, ceiling fans, curtains and other items may need to be removed by Alliance to perform work and Alliance does NOT rebuild or reinstall these items. Plumbing supply lines may be faulty and may need to be replaced. This cost is not covered in the Contract Amount. 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. Unless otherwise stated in the Scope of Work, the cost of third party clearance testing is not part of the Contract Amount.

**4. DAMAGE:** Incidental damage to doors, door casings, windows, window sills, baseboards, walls, wallpaper, wood, paneling, painted surfaces, and to contents or Customer personal items left in work area may occur as a result of work performed, including but not limited to taping plastic barriers to walls and other surfaces. Every reasonable attempt will be made to minimize such occurrences. Alliance shall not pay/reimburse for, nor does it do any, repairs, repainting, rebuilding or replacement of such "incidental damages, and such is not included in the Scope of Work. Due to odors caused by chemicals used for mastic removal, the work areas will be razor scraped to remove the majority of mastic but residual mastic may be left after scraping and will be sealed with an E.P.A. approved encapsulant. When working in attics Alliance shall not be held responsible for nail pops, cracks or other incidental damages that may occur due to the scope of work being performed.

**5. SITE ACCESS:** Customer agrees to ensure that prior to any work undertaken by Alliance, the site of the work, the area from which the work is controlled, and any storage area used by Alliance in connection with the work (collectively referred to hereinafter as the "Site"), shall be vacated and remain closed to all persons (other than Alliance employees) for the duration of the project. In the event that any individual other than Alliance employees enters the Site, Customer agrees that Alliance shall not be held liable for any claims, including, without limitation, any

**6. DIFFERING SITE CONDITIONS:** If Alliance encounters subsurface, latent, unusual or unknown physical conditions in the work area differing materially from those indicated in its initial inspection or the Scope of Work, Alliance will promptly notify Customer or Insurer. If such conditions cause an increase in the cost of, or the time required for, performance of the Scope of Work, appropriate equitable adjustments in Scope of Work, price and completion date shall be made.

**7. EXTRA WORK AND CHANGE ORDERS:** Customer and Alliance, or Insurer (defined below) and Alliance, may change the Scope of Work at any time and from time to time, including changes in scope, methods, scheduling or performance requirement, but no such change shall be effective unless and until an agreed written Change Order is made and executed, including appropriate adjustments to the overall price and completion date of the Scope of Work. Subject to the following, if Alliance undertakes additional or different work notwithstanding the absence of a Change Order, it will not operate as a waiver of this provision, and Alliance will nevertheless be entitled to appropriate equitable adjustments to the price and completion date terms of the Scope of Work. All phone quotes are subject to field verification. Extra work and Change Orders become part of the Contract once the order is prepared in writing and signed by the parties. The Change Order must describe the scope of the extra or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments, if any. Change Orders required by the building department at the jobsite shall be considered incorporated into the contract without being signed by both parties.

**8. ELIMINATION OF CONDITIONS:** Customer acknowledges that it, and not Alliance, is responsible for the elimination of any and all conditions from the Property that may cause or contribute to re-contamination by mold or other irritants, including but not limited to standing water, faulty plumbing, leaks, dampness from condensation, damaged wood, roof leaks, direct wood to soil contact, improperly protected exterior wood surfaces, landscaping above foundation grade line, and improperly installed irrigation.

**9. UTILITIES; STORAGE:** Customer agrees to provide to Alliance, free of charge, reasonable use of electrical power, light, water, and storage space necessary for the proper undertaking and completion of the Services at the Property.

**10. FORCE MAJEURE:** Alliance shall not be deemed to default nor be liable for damages for any failure or delay in performance of its work which arise out of causes beyond its reasonable control. Such causes may include, without limitation, acts of God, acts of terrorists or terrorist organizations, the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, material shortages, or unusual severe weather. In the event work by Alliance is delayed by such causes, the completion date will be extended accordingly.

**11. MECHANICS LIEN WARNING:** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20-day Preliminary Notice." This notice is not a lien. The purpose of the notice is to let you know what the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

**BE CAREFUL.** The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

**PROTECT YOURSELF FROM LIENS.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

**PAY WITH JOINT CHECKS.** One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov) <<http://www.cslb.ca.gov>> or call CSLB at 1-800-321-CSLB (2752).

**Remember, if you do nothing, you risk having a lien placed on your home.** This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

**12. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL):** Alliance carries CGL insurance written by Lockton Companies. You may call the insurance company at 713-458-5200 to check Alliance's coverage.

**13. WORKERS' COMPENSATION INSURANCE:** Alliance carries workers' compensation insurance for employees.

**14. INFORMATION ABOUT CONTRACTORS STATE LICENSE BOARD (CSLB):** See Attached Notice .

**15. INSURANCE TRANSACTION AND INSURANCE AUTHORIZATION TO RELEASE FUNDS:** When Contract for Scope of Work is between Alliance and Customer's insurance company ("Insurer"), Customer shall nevertheless be jointly and severally liable with Insurer to pay Alliance all amounts due to Alliance. Customer's signature on this Contract grants Alliance the Customer's power of attorney to sign/endorse Insurer checks and/or drafts payable to the Customer, including as result of Customer's claim to Insurer for property damages, concerning or intended to be in payment for Alliance's work. Customer agrees checks from Insurer will be sent directly to Alliance.

**NOTICE OF INFORMATION ABOUT CONTRACTORS STATE LICENSE BOARD**

CSLB is the state consumer protection agency that licenses and regulates construction contractors. You may contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information: VISIT: CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov). CALL: CSLB at 1-800-3321-CSLB (2752). WRITE: CSLB at P.O. Box 26000, Sacramento, CA 95826.





This form letter will only be used in the event that Alliance receives a 3rd party check issued to your mortgage company.

Mortgage Company Name:

Address:

City, State, Zip:

Attn: Loss Draft Department

RE: Borrower Name(s): Steve Robison  
Property Address: 1025 & 1025 ½ Pepper Drive  
Property City, State, Zip: El Cajon, CA 92021  
Loan#

**AUTHORIZATION TO RELEASE INFORMATION FROM MORTGAGE COMPANY**

Dear Sir or Madam,

This is to authorize you to release any and all information concerning the above referenced loan to the Accounts Receivable Department at Alliance Environmental Group, LLC. at their request. Alliance Environmental Group, LLC. is the contractor assisting us with submittal of an invoice payment. Please release any information to this contractor in the future without any further authorization until complete invoice amount is paid in full.

If you need additional information, please contact them at 626-633-3500.

\_\_\_\_\_  
Home Owner's Signature

Temp006UAZ-2, 1025 & 1025 ½ Pepper Drive - Demo

**NOTICE OF YOUR  
RIGHT TO CANCEL**

Project: 1025 & 1025 ½ Pepper Drive

Enter Date of Transaction: \_\_\_\_\_

**YOUR RIGHTS TO CANCEL BEFORE WORK BEGINS**

**(A) You, the Buyer, have the right to cancel this contract until:**

- 1. You receive a copy of this contract signed and dated by you and the contractor; and**
- 2. The contractor starts work.**

**(B) However, even if the work has begun you, the Buyer, may still cancel the contract for any of the reasons specified in items 1 through 4 of this paragraph. If any of these reasons occur, you may cancel the contract within three business days (or within five business days, if you are 65 years of age or older) of signing the contract for normal service and repairs, or within seven business days of signing a contract to repair or correct conditions resulting from any sudden or catastrophic event for which a state of emergency has been declared by the President of the United States or the Governor, or for which a local emergency has been declared by the executive officer or governing body of any city, county, or city and county:**

- 1. You may cancel the contract if the price, including all labor and materials, is more than seven hundred fifty dollars (\$750).**
- 2. You may cancel the contract if you did not initiate the contact with the contractor to request the work.**
- 3. You may cancel the contract if the contractor sold you goods or services beyond those reasonably necessary to take care of the particular problem that caused you to contact the contractor.**
- 4. You may cancel the contract if the payment was due or the contractor accepted any money before the work was complete.**

**(C) If any of these reasons for canceling occurred, you may cancel the contract as specified under paragraph (B) above by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business within three business days (or within five business days, if you are 65 years of age or older), or, if applicable, seven business days of the date you received a signed and dated copy of this contract. Include your name, your address, and the date you received a signed copy of the contract and this notice.**

**If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation.**



If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract. The law requires that the contractor give you a notice explaining your right to cancel. Initial this checkbox if the contractor has given you a 'Notice of Your Right to Cancel.'

(Please initial the box above, and sign below)

Date: \_\_\_\_\_

CUSTOMER:

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Signature)

To cancel this transaction, email, mail, fax or deliver a signed and dated copy of this cancellation notice, or any other written notice, to Alliance Environmental Group, LLC, 777 North Georgia Avenue, Azusa, California 91702; [info@alliance-enviro.com](mailto:info@alliance-enviro.com); fax # 626-633-3599, not later than midnight, three days (or