

DOSH ACRU APPLICATION CONTRACT

Service Contract ("Contract") is entered into by and between Dan Napier, CIH dba DNA Industrial Hygiene, having offices and place of business at 111 N. Sepulveda Boulevard, Suite 355, Manhattan Beach, California 90266-6850 Telephone 310-644-1924 X 103 CSLB 773462 dan@cihcsp.com ("Dan Napier, CIH") and:

_____ Company _____ CSLB

_____ Owner/Manager/Office _____ Title

having its offices at :

_____ Street Address (For Document Delivery)

_____ City, State & Zipcode

_____ email _____ Telephone _____ Fax

("Client"), to be in effect as of _____ Date, as of the date of receipt of \$ _____ Client and Dan Napier, CIH agree as follows:

1. SERVICES TO BE PROVIDED BY DAN NAPIER, CIH PURSUANT TO THIS CONTRACT:

1.1 Dan Napier, CIH shall provide such professional Industrial Hygiene services and related services mutually agreed upon by the Client and Dan Napier, CIH, specifically prepare the basic DOSH ACRU application form, complete Part V, assist the client with the application process at the DOSH ACRU Offices. The Client shall authorize Dan Napier, CIH to represent the client in matters before The Division of Occupational Safety and Health. Dan Napier will assemble your application and make the required electronic documents for submission to the State. Dan Napier, will complete sign and seal the ACRU checklist. The Client completes the application forms Parts 1, 2, 3 and 4 with assistance and advice from Dan Napier. Dan Napier will provide Forms and roster management services at the web site as long as the Client keeps current on the cost for those services. The first year is included in the initial cost for our services. Dan Napier will assist the Client after the initial application submission for the next sixty days after the original application submission. Additional time will be charged at our standard rate. At the time of application Dan Napier, CIH will provide the tabbed booklet required by the DOSH ACRU. Dan Napier, CIH will complete the final review of the application and forward the DOSH ACRU Application to the Agency. Dan Napier, CIH will make the electronic media required by DOSH ACRU and provide an electronic copy of the entire application to the Client when the Application is submitted. When the DOSH ACRU provides a certification number to the Client and the Client informs Dan Napier, CIH he will provide a Standard Operating Policy (SOP) for the Client. The Agency requires that the Client have a copy of that SOP document on site on every job involving the mitigation or removal of asbestos.

2. RESPONSIBILITIES OF CLIENT PURSUANT TO THIS CONTRACT:

2.1 Client shall provide Dan Napier, CIH with the following information. Client will provide the following: Completed Signed State Application Forms, citations and proposed citations, safety rules and regulations, and correspondences with safety and health and environmental agencies. Return the completed application within the sixty (60) days, applications not returned within ninety days will be considered abandoned. Abandoned Applications may be reinitiated, however the reinitialized application will require the Client to pay an additional 1000.00, to restart the application, if the application is reinitialized within 120 days of the original application, otherwise a new application and new fees will be required. The Client will complete Section I, for this section we will provide assistance and convenient forms that can be used as a substitute for the forms the State provides. The specific items in the State Application are by their nature completed by the client. Signatures, affirmations resumes, documentation of past violations etc. The forms and our review will assist the Client to file a successful application. The client will provide copies of the required licenses for Section II. We provide sample information for part II, The client will

complete the forms in Section III, those forms are the documentation of the savings account, documentation of Workers Compensation Insurance. Section IV contains copies of the training Certificates, and a roster. We provide a web site that maintains the roster and prints the roster in the State Approved Format. The web site helps you keep track of the training documents, and reminds you when the training expires.

2.2 Warning this application process requires that the Client disclose facts and practices, omissions, past infractions or exceptions to regulatory compliance. The Client makes statements and warranties that the application information is the entire truth and does not make any omissions or non factual statements. The Client makes those statements under penalty of perjury. Misinformation by the Client on the application is a crime. The Agency will terminate the application process and require a new application if the Client is found to make any omission or make any statements that are not based in fact, in that event a fee of 1500.00 will be required for the new application, unless more than ninety days has elapsed from the time of the application denial and the re-application by the Client. In that event the application will be considered to be a new application. Dan Napier, CIH will require that the Client pay the full 2000.00 fee and restart the process as a new DOSH ACRU Application.

3. COMPENSATION TO DAN NAPIER, CIH: INVOICES: RECORDS:

3.1 The Client will pay Dan Napier, CIH the following fees for the services listed hereafter:

Initial DOSH ACRU Part V application document (SOP) including any telephonic or electronic interface with DOSH until the Application has been approved. Subject to the terms and conditions in this contract. The Client will have exclusive access to the ACRU Roster Service for one year. This is the typical cost for our services, additional cost is triggered by past infractions citations or other items that require more time, or if the Client simply wants additional services not included in the normal application process. \$ 2,000.00

The Following Items are Extra Services and Require that the Client specifically request those services, A Valid Purchase Order or Payment must be provided before any work is accomplished

The typical Application requires no more than ten (10) hours of Dan Napier, CIH's time. Any additional time, pre-approved by the Client shall bill at 385.00 per hour \$ 385.00

If due to the Client's delay or if the client provides misinformation to the Agency on an application and the Agency cancels the application process an additional deposit of 1500.00 shall be advanced to Dan Napier, CIH prior to the re-application submission. (Within ninety days of application failure) \$ 1,500.00

Annual Subscription Service for use of the [HTTP://acru.dnaci.com](http://acru.dnaci.com) Roster Service and annual update if regulations change. \$ 350.00

Renewal Package Service only, including the latest Standard Operating Policy and The Roster Service for one year at [HTTP://acru.dnaci.com](http://acru.dnaci.com). This service is for Clients who have a DOSH number, but are required by DOSH ACRU to provide a new/updated Policy & Procedure Manual on renewal. This service is included at no additional cost for Clients who are subscribers to the Annual Fee Program above. \$ 1,800.00

3.2 The fee for preparing the initial DOSH ACRU Application Package and Part V documents is due before any work starts, and is not refundable. The client is responsible for completing their sections (Section 1,2,3 and 4) in a timely manner within (60) sixty days after the receipt of the application booklet from Dan Napier. During that time the Client will have exclusive access to the information and application instructions located at [HTTP://acru.dnaci.com](http://acru.dnaci.com). Additionally Dan Napier, CIH will be available to review the proposed submissions and provide guidance. After the application has been submitted to DOSH ACRU Dan Napier, CIH will be available review the responses the Client makes to questions that DOSH ACRU may make. It is the responsibility of the Client to provide Dan Napier, CIH with copies of any and all communication both to and from DOSH ACRU. In the event that the client delays more than 60 days in submitting the application, a new DOSH Application Packages may be required. The cost of clerical time and materials will be assessed to the client if the Agency requires a new Application Package due to client delay. The usual application provides up to ten (10) hours, any additional time required because of application delays will be billed at the standard 385.00 per hour rate.

3.3 The annual renewal application–DNA recommends that the client prepay for the Annual Subscription Service and apply for renewal 90 days prior to the DOSH ACRU Number expiration date. The Dan Napier, CIH will review the client Renewal Application and forward it to DOSH via express mail USPS Priority next day delivery or equivalent) and communicate with The Client and or DOSH ACRU until the Renewal is complete. The Client will have access to [HTTP://acru.dnaci.com](http://acru.dnaci.com) for the first renewal process and each year there after if the fees are current and paid.

3.4 The annual subscription service with the program update requires that the client prepay for the service 90 days prior to the DOSH ACRU Number expiration date, and is not refundable. The Dan Napier, CIH will provide a CD with the most recent DOSH approved changes to the client. The Dan Napier, CIH will review the client Renewal application and forward it to DOSH ACRU via express mail (USPS Priority or next day delivery) and communicate with DOSH until the Renewal is complete.

3.5 Applications that are not returned to Dan Napier, CIH by the client within ninety days are considered abandoned, Dan Napier, CIH is relieved of any obligation to assist the client and a new application fee will be due if the client fails to reapply within 120 days.

3.6 In the event that the client has agency enforcement action (citation) and provides Dan Napier, CIH with written direction to assist and a retainer in the amount of \$2000.00 within three days of the citation an appeal or other appropriate action will be implemented. In most cases an appeal must be filed within the first two weeks after an enforcement action has been taken, the client must provide Dan Napier, CIH with adequate time to prepare an appeal. The Client agrees to pay the above hourly rates, and they shall reflect premium rates as follows: Ten percent for off hours work, 25 percent for Saturday work and over eight hours per shift, and 30 percent for hours over 12 per shift, Sunday, National Holiday or hours scheduled on an Emergency basis. For the purpose of this agreement an Emergency or unplanned event occurs when notice to proceed is provided on a Saturday, Sunday, or National Holiday or less than 48 hours prior to the project start date and time.

4. STANDARD OF PERFORMANCE; SOLE AND EXCLUSIVE STANDARD BY WHICH DAN NAPIER, CIH'S PERFORMANCE IS MEASURED:

4.1 Dan Napier, CIH will perform its services under this Contract as an independent contractor/Dan Napier, CIH utilizing reasonable care and skill in accordance and consistent with customary industry standards. This standard of care is the sole and exclusive standard of care that will be applied to measure Dan Napier, CIH's performance of its services or the creation of its work product. There are no other representations or warranties made by Dan Napier, CIH. In particular, but not by way of limitation, Dan Napier, CIH makes no representation or warranty that Dan Napier, CIH's advice, recommendations, findings or conclusions, will result in compliance with applicable law or provide a perfect result. Moreover, to the extent allowed by law, any and all implied representations or warranties arising out of the services or the creation of the work product are hereby expressly disclaimed and negated; IN PARTICULAR, BUT NOT BY WAY OF LIMITATION, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

4.2 All advice, recommendations, finding and conclusions made by Dan Napier, CIH will be made to the best of Dan Napier, CIH's knowledge opinion and belief, based upon information made available to Dan Napier, CIH at the time of review, and upon a variety of factors which include, but are not limited to, the following: federal, state

and local laws, rules, codes, regulations and ordinances; market conditions; energy costs; wage rates; and political climate. A change in any of the factors upon which the review is based may adversely affect the advice, recommendations, findings, and conclusions expressed by Dan Napier, CIH.

4.3 On occasion, Dan Napier, CIH's performance of the application process under this Contract will involve discussions with governmental agencies or third parties which the governmental agency or third party does not document, and thereafter, there arises a difference of opinion as to what was represented by the agency or third party in those discussions. To the extent Dan Napier, CIH communicates those agency or third party representations to the Client, Dan Napier, CIH shall have no responsibility or liability, in contract or tort, to Client so long as Dan Napier, CIH communicated the representations to the best of Dan Napier, CIH's knowledge, opinion and belief.

5. DAN NAPIER, CIH'S WORK PRODUCT IS EXCLUSIVELY FOR CLIENT, AND EXCLUSIVELY FOR THE PURPOSES CONTEMPLATED BY THE PARTIES WITH RESPECT TO THIS CONTRACT:

5.1 The services to be performed by Dan Napier, CIH under this Contract and the work product (including the Reports) to be created by Dan Napier, CIH are solely for the benefit of Client. This Contract shall not be construed as creating any contractual relationship of any kind between Dan Napier, CIH and any third party. It is the intent of Dan Napier, CIH and the Client that there are no third party beneficiaries of this Contract. The fact that the Client may enter into other agreements with third parties which provide Dan Napier, CIH the authority to inspect or reject work being performed by the third party shall not give rise to any duty or responsibility on the part of Dan Napier, CIH in favor of such third party. There are no third party beneficiaries under this contract.

5.2 The data, information, Reports and other materials provided by Dan Napier, CIH to Client in connection with the services shall be utilized by Client only for the purposes contemplated by this Contract and shall not be disseminated or provided by Client to third parties for their use. Applications may be provided to the client in the form of either printed or electronic media. The material in the program is for the benefit and use of the client only and cannot be modified, resold or distributed in any form except for their own employees or media for Client.

6. LIMITATIONS ON CLIENT'S RIGHTS AND REMEDIES:

6.1 Dan Napier, CIH shall not be liable in any way for services that are performed or work product (including Reports) prepared in accordance with the prescribed standard of care or for the failure to discover any condition that, pursuant to that standard, could not reasonably have been discovered as a result of the services performed or work product prepared by Dan Napier, CIH.

6.2 Client agrees that Dan Napier, CIH's liability for damage arising out of or relating to any error, omission or other professional negligence in the performance of its services under this Contract or otherwise, whether Client's claim be based in contract, tort, or otherwise, shall be limited to a sum not to exceed the contract price under this Contract defined as the total person time charges and reimbursable expenses paid to Dan Napier, CIH under this Contract.

7. OWNERSHIP OF WORK PRODUCT:

7.1 Safety Plans, Opinion Papers, Findings, Programs are provided to the client for its exclusive use only. The client may not resell or distribute any programs, training materials, or reports. The Dan Napier, CIH retains the Copyright for all training materials, applications and other work. The material in the program is for the benefit and use of the client only and cannot be modified, resold or distributed in any form except for their own employees or media for the Client. The documents produced are not intended to be modified in any manner by the Client, Dan Napier, CIH has successfully defended the copyright for this application document and the Standard Operating Procedure(SOP).

8. MISCELLANEOUS:

8.1 This Contract shall not be assignable by either party without the prior written consent of the other.

8.2 Any notice expressly provided for herein shall be in writing, shall be given either manually, or by mail, telegram, telex, or telecopy (FAX), and shall be deemed sufficiently given if and when received by the party to be

notified at its address first set forth above or if and when mailed by registered mail, postage prepaid, addressed to such party at such address. Either party may, by notice to other, change its address for receiving such notices.

8.3 This Contract shall be construed and the rights of the parties are to be determined according to the laws of the State of California. This contract has been negotiated in Manhattan Beach, California and therefore jurisdiction in any dispute arising out of this agreement shall be in Manhattan Beach, California.

8.4 This Contract constitutes the full understanding between the parties hereto with reference to the subject matter thereof and the particular Assessment. All prior and contemporaneous discussions, representations, statements and understandings are merged into this Contract for the particular Assessment. As such, no representation, statement or understanding, whether written or oral, not expressly contained in this Contract shall be binding upon either party.

8.5 Unauthorized use of these materials or a violation of copyright will subject violators to both Federal and State remedies. All application and operating procedures material is developed and copyright by Dan Napier, CIH.

IN WITNESS WHEREOF, Client and Dan Napier, CIH have executed this DOSH ACRU Service Contract through their authorized representatives on the date hereafter stated to be effective as of the day and year stated above.

Client _____

DNA Industrial Hygiene, Dan Napier, CIH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

on _____

on _____

Ver 2.3 March 26, 2015