

MASTER INDUSTRIAL HYGIENE SERVICE CONTRACT

This Master Industrial Hygiene Service Contract ("Contract") is entered into by and between DNA Industrial Hygiene, Dan Napier, CIH, having offices and place of business at 2520 Artesia Blvd, Redondo Beach, CA 90278-3210 ("Industrial Hygienist") and,

_____ Company _____ CSLB Number _____
_____ Owner/Manager/Officer _____ Title
having its offices at:

_____ Street Address (For Document Delivery)
_____ City, State & Zipcode
_____ Email _____ Telephone _____ Fax

Therefore, in consideration of the mutual promises and covenants contained herein, Client and Industrial Hygienist agree as follows:

1. SERVICES TO BE PROVIDED BY INDUSTRIAL HYGIENIST PURSUANT TO THIS CONTRACT:

1.1 Industrial Hygienist shall provide such professional Industrial Hygiene services and related services mutually agreed upon by the Client and Industrial Hygienist, specifically prepare The basic DOSH ACRU application form, complete Part V, assist the client with the application process. All submissions are the responsibility of the client. The industrial hygienist will review the Initial Package and check it for missing items and after Client corrects any missing items or completes any missing forms it will be sent to DOSH within two working days from receipt of any missing items at 2520 Artesia Blvd, Redondo Beach, CA 90278-3210.

1.2 Industrial hygienist shall develop a DOSH Application Package program (Part V) for the Client's company guaranteed to meet the new DOSH ACRU requirements and assist the Client with the application forms and help answer questions. There are no additional time charges unless there are current or past OSHA or Cal EPA AQMD APCD Citations pending or enforced against your company or delays greater than ninety days on the Clients part. In that event the additional time needed may be billed only when Client provides written pre-approval for any additional cost. Client will need to show that you have the management experience, trained employees, medical insurance, your own licenses, and your equipment list. Industrial hygienist will complete the items on the DOSH checklist and sign it. Industrial hygienist will make the electronic copies that DOSH now requires to be provided with your paper application.

DOSH requires that you provide them with a sample contract and the job estimate sheet that you will use for asbestos work, letterhead, proof of US Citizenship, insurance and other business requirements. Industrial hygienist will provide the DOSH ACRU Application document binder, tabs and the contamination prevention, Asbestos SOP, air monitoring, medical monitoring and respirator programs (everything in Part V). Industrial hygienist will help you communicate with the DOSH ACRU unit until your application is complete and approved. The flat rate for that service is \$3000.00 payable in advance. Industrial hygienist will return the application package to Client with part 5 completed. In the event that Client does not have a current illness and Injury Prevention Program we can help Client to provide that part of the IIPP program required by DOSH ACRU. Client will then add the forms and other paperwork and return the package to the industrial hygienist. Industrial hygienist will give it a last look and send it to DOSH ACRU, after the Client corrects or adds any missing items. Industrial hygienist will send electronic copies in the format that DOSH requires. An electronic copy will be sent to the Client at the same time. The Industrial hygienist will stay with Client and help answer any questions during the rest of the application process.

1.3 The industrial hygienist provides a secure computer interface with current DOSH forms that can be filled in and saved. The site provides the Client with copies of fillable forms for the daily operation of their company. The site has specific checklists and instruction forms for the Client so that the Client can submit an effective application package.

1.4 Once DOSH opens an application, DOSH will not accept any items submitted unless they are sent directly from the applicant (Client).

2. RESPONSIBILITIES OF CLIENT PURSUANT TO THIS CONTRACT:

2.1 Client is responsible for all submissions and timely responses to the Agencies. Client agrees to send copies of all pertinent documents to the industrial hygienist, and review all the client's responses with the industrial hygienist before submitting them to DOSH or other Agencies.

2.2 Client will need to complete the DOSH Application Forms, Write a description of their experience and be able to tell DOSH why they are:

2.2.1 ready to do work as an asbestos removal contractor

2.2.2 furnish worker certifications

2.2.3 insurance certificates

2.2.4 proof of US citizenship and other business documents.

Client will need to be able to qualify for the California State Contractors License Board (CSLB) C22 License. Client will need to sign a statement that says "Client will use and enforce the SOP". Client must complete the above within ninety days, to avoid possible additional charges for delays. After the application is sent to DOSH, the response time allowed by DOSH is usually thirty days. DOSH Packages not returned to us within ninety days may have a minimum \$450.00 charge if the booklet must be recreated because State Requirements or your Company Information has changed. Packages not returned within ninety days may be considered to have been abandoned.

2.3 Client will need to attach the IIPP table of Contents, and copies of the employee discipline program for violating safety & health rules, and the section that outlines job inspections by management and the steps taken when discrepancies are noted. Written records of those management inspections must be maintained.

2.4 Client shall provide Industrial Hygienist with such information as Industrial Hygienist may reasonably request that Client has, or has access to, but not limited to, the following: general descriptions, citations and proposed citations, environmental data reports, environmental inspections reports, permit applications, permits, safety rules and regulations, and correspondences with environmental agencies. Prepare the application and send it to the industrial hygienist within the ninety (90) days, applications not returned within ninety days will be considered abandoned, unless prior arrangements have been made and agreed upon by both parties.

3. COMPENSATION TO INDUSTRIAL HYGIENIST: INVOICES: RECORDS:

3.1 The Client will pay the Industrial Hygienist 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. ACRU Roster Service for one year.	\$ 3,000.00
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Annual Renewal Application review service including use of ACRU Roster Server for one year, if annual subscription is current for each year from initial application, updates of the SOP will be provided as required by DOSH. Including 4 hours of online support. Service is for existing Clients	\$ 600.00
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Annual Fee for roster service only, including 1 hour online support.	\$ 400.00
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SOP in Spanish (Client must provide written request)	\$ 1,800.00
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Certified Industrial Hygienist representation for agency hearings for DOSH Citation defense purposes. (hourly rate).	\$ 450.00
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3.2 The fees 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 section in a timely manner (90) ninety days. In the event that the client delays

more than 90 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 cost is a set fee of \$450.00 for each re-print and booklet for re-submission as required due to Client delay or Loss.

3.3 The annual subscription requires that the client prepay for the service as an annual fee on June 1, each year. The Industrial Hygienist will review the client Renewal application and forward it to DOSH via express mail (FedEX or USPS next day delivery or similar) and communicate with CLIENT until the Renewal is complete.

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 Industrial Hygienist will provide a an electronic copy (CD, Thumb Drive etc) with the most recent DOSH approved changes to the client. The Industrial Hygienist will review the client Renewal application and forward it to DOSH via express mail (FedEX or USPS next day delivery or similar) and communicate with CLIENT until the Renewal is complete.

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

3.6 In the event that the client has agency enforcement action (citation) and provides the Industrial Hygienist 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 recommended. In most cases an appeal must be filed within the first two weeks after an enforcement action has been taken, the client must provide the Industrial Hygienist 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.

3.7 Work shall not be started without clear written direction from the Client to the industrial hygienist. If the industrial hygienist finds that additional time or costs may arise the industrial hygienist shall obtain written direction from the Client to proceed.

3.8 Client agrees and understands that if any portion of the above compensation or costs become delinquent, the Client agrees to pay interest thereon at the rate of 11.5 percent per annum, billed monthly at the rate of .9583% on the unpaid balance, on said account from the due date until paid, and further agrees to pay all costs of collection thereof, including reasonable attorney's fees.

4. STANDARD OF PERFORMANCE; SOLE AND EXCLUSIVE STANDARD BY WHICH INDUSTRIAL HYGIENIST'S PERFORMANCE IS MEASURED:

4.1 Industrial Hygienist will perform its services under this Contract as an independent contractor/Industrial Hygienist 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 Industrial Hygienist's performance of its services or the creation of its work product. There are no other representations or warranties made by Industrial Hygienist. In particular, but not by way of limitation, Industrial Hygienist makes no representation or warranty that Industrial Hygienist'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 MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

4.2 All advice, recommendations, finding and conclusions made by Industrial Hygienist will be made to the best of Industrial Hygienist's knowledge opinion and belief, based upon information made available to Industrial Hygienist 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 Industrial Hygienist.

5. INDUSTRIAL HYGIENIST'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 Industrial Hygienist under this Contract and the work product to be created by Industrial Hygienist are solely for the benefit of Client. This Contract shall not be construed as creating any contractual relationship of any kind between Industrial Hygienist and any third party. It is the intent of Industrial Hygienist 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 Industrial Hygienist 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 Industrial Hygienist in favor of such third party.

5.2 The data, information, Reports and other materials provided by Industrial Hygienist 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. Safety plans, training documents, 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 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 Industrial Hygienist shall not be liable in any way for services that are performed or work product 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 Industrial Hygienist.

6.2 Industrial Hygienist's recommendations regarding safety and health risks arise from observations made at the time of the survey or work and do not reflect any or all hazards that may arise later, or that may occur outside of the surveillance of the Industrial Hygienist. As a mutual protection to clients, the public and the Industrial Hygienist, all reports, findings and opinion is submitted by the Industrial Hygienist and accepted by The client for the exclusive use of the client to whom it is addressed and upon the condition that it is not to be used, in whole or in part, in any advertising or publicity matter without prior written authorization from the Industrial Hygienist. If any disclosures must be made public or provided to any Agency, it is the sole responsibility to provide that disclosure. The industrial hygienist will obey any legal request or provide response to any legally binding request.

6.3 Client agrees that Industrial Hygienist'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 acts or omissions directly accountable to the acts or omissions of the industrial hygienist. The client acknowledges their strict liability to directly manage and implement the safe work conditions policies and procedures that they are required to implement under the State and Federal laws.

7. INDEMNIFICATION:

7.1 Client will indemnify and hold harmless Industrial Hygienist, its directors, officers, agents, contractors, and employees against any and all claims, demands or causes of action, and all costs, losses, liabilities, expenses and judgments incurred in connection therewith, including attorneys' fees and court costs, brought by any of Client's employees or representatives, or by any third party, based upon, in connection with, resulting from or arising out of Client's actions or inactions under this Contract or Client's use of the Work; provided, however, that Client's contractual obligation of indemnification shall not extend to the consequences of Industrial Hygienist's negligence or other fault or to strict liability imposed upon Industrial Hygienist as a matter of law.

8. OWNERSHIP OF WORK PRODUCT:

8.1 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 Industrial Hygienist retains the Copyright for all training materials, applications and other work.

9. TERMINATION:

9.1 Either Client or Industrial Hygienist may terminate any and all Implementing Letter Agreements, as well as this Contract (which will effect a termination of all of the Implementing Letter Agreements), at any time on not less than thirty (30) days prior written notice. Within ten (10) days after receipt of the notice of termination, Industrial Hygienist shall furnish Client a written invoice of services performed through the date of termination under the terminated Implementing Letter Agreement(s). Within thirty (30) days after receipt of such invoice, Client shall pay Industrial Hygienist for the invoiced services and, except for the one copy allowed pursuant to Section [8](#), Industrial Hygienist shall promptly deliver to Client the originals and all copies of all data prepared or obtained by Industrial Hygienist in connection with the terminated Implementing Letter Agreements. The continuing terms, conditions, limitations and obligations of the parties hereunder, such as the obligations of Section [8](#), shall survive the termination of this Contract or any of the Implementing Letter Agreements.

9.2 Severability. In case any one or more provisions set forth in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, legality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated herein.

10. SECRECY:

10.1 Client may make available to Industrial Hygienist certain technical data and other information which constitutes a protected trade secret of Client. So long as and to the extent that such data and other information is reduced to writing and denominated "confidential" by Client, Industrial Hygienist shall use reasonable efforts to keep such data and information from being disclosed to others except to the extent necessary to enable Industrial Hygienist to perform its services hereunder. Industrial Hygienist shall similarly obligate any and all others, to whom such data and information is released. Irrespective of whether Client designates the data or information as "confidential." Industrial Hygienist shall have no obligation of confidence with respect to any portions thereof which (i) were previously known to Industrial Hygienist in the absence of a prior obligation to Client, (ii) are in the public domain, (iii) hereafter become part of the public domain through no fault of Industrial Hygienist, (iv) are later obtained by Industrial Hygienist from others who owe no obligation of confidence to Client with respect thereto, or (v) are later independently developed by Industrial Hygienist without use of Client's confidential information. The duties and rights of the parties under Paragraph [3](#) are exclusive and are in lieu of any other duties and rights otherwise imposed or provided by law.

11. MISCELLANEOUS:

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

11.2 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.

11.3 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 Redondo Beach, California and therefore jurisdiction in any dispute arising out of this agreement shall be in Redondo Beach, California.

11.4 Conflict of Interest. Neither Industrial Hygienist nor any subcontractor of Industrial Hygienist shall pay any commissions or fees or grant any rebates or other remuneration or gratuity to any employee or office of Client. Neither shall Industrial Hygienist nor any subcontractor grant any secret rebates, one to the other, and neither shall Industrial Hygienist nor any subcontractor pay any commissions or fees to the employees or officers of the other in connections with Work performed hereunder.

11.5 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.

IN WITNESS WHEREOF, Client and Industrial Hygienist have executed this Master Industrial Hygiene 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
773462 A Haz

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date _____

Date _____

Ver 3.0