



April 25, 2022

Eric Larson  
Union County Educational Services Commission  
45 Cardinal Drive  
Westfield, New Jersey 07090  
(908) 233-9317  
elarson@ucesc.org

RE: Professional Services Proposal – Health and Safety Services  
For the period of July 1, 2022 through June 30, 2023  
Union County Educational Service Commission Schools  
Union County, New Jersey  
Proposal Number: 22-369164

Dear Eric Larson:

Partner Engineering and Science, Inc. (Partner) is pleased to submit this professional services proposal for the indicated services.

## PROPERTY DESCRIPTION

Property information is provided in the table below.

## PURPOSE OF PROPOSAL AND USE OF REPORTS

In accordance with your request for a quote, Partner Assessment Corporation, Inc. (Partner) is pleased to submit the following proposal to perform OSHA/PEOSH Regulatory Compliance Services for Union County Educational Services Commission (the "Client") during the period of July 1, 2022 through June 30, 2023. It should be understood that at the time of the commencement of this proposal, if accepted, services will be led by Brian Nemetz, Dan Bracey, Angelica Rosaperez, and other staff members as members of the Partner team. Reports and other information generated during the completion of the proposed services are not transferrable and will serve no other use.

## PROPOSAL TERMS

This proposal shall be valid for ten (10) business days. Unless otherwise agreed, the total contract amount will be due upon receipt of invoice. Attached is the Authorization to Proceed, Scope of Work and Terms and Conditions that govern the proposed services, each of which is incorporated by reference into this agreement. Together with documents expressly incorporated by reference, the executed proposal shall constitute a contract for services.

## SCOPE OF SERVICES

Partner understands that the Client is requesting regulatory compliance and/or loss prevention services to support their overall safety management program. Accordingly, the Client desires Partner to prepare or update written programs, conduct site safety audits, and/or provide education and training programs. These services may be required to comply with certain New Jersey Public Employee Occupational Health and Safety (PEOSH) standards, federal Occupational Health and Safety (OSHA) standards and New Jersey Department of Environmental Protection (NJDEP) standards to support the overall effort to reduce the potential for worker's compensation claims and other insurance losses. Specifically, the scope of services includes:

**Item 1: NJ Public Employers 2022 Right-to-Know Survey Update**

**Item 2: Hazard Communication Education & Training**

**Item 3: Bloodborne Pathogen Education & Training**

**Item 4: Review/Update Written Exposure Control Plan**

**Item 5: Review/Update Written Chemical Hygiene Plan**

**Item 6: Additional Health & Safety Consulting Services Upon Request**

**FIXED FEE TOTAL (Items 1 through 6) \$ 82,799.00**

**ITEM DESCRIPTIONS**

The scope of services and associated fees are described in detail below for the following 10 locations.

<b>Location</b>	<b>Services</b>	<b>Fee</b>
Cranford Board of Education	Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation Item 4: Exposure Control Plan Item 5: Chemical Hygiene Plan	\$5,440.00
Elizabeth Board of Education	Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation Item 2: NJ Community Right to Know Education and Training - One (1) Session Item 3: Bloodborne Pathogen Education and Training - One (1) Session Item 4: Exposure Control Plan Item 5: Chemical Hygiene Plan	\$38,155.00
Hillside Board of Education	Item 1: Bloodborne Pathogen Education and Training - One (1) Session Item 2: Exposure Control Plan	\$420.00
Kenilworth	Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation Item 2: NJ Community Right to Know Education and Training - One (1) Session Item 3: Bloodborne Pathogen Education and Training - One (1) Session Item 4: Exposure Control Plan Item 5: Chemical Hygiene Plan Item 6: AHERA Survey Two (2) Six-month Re-inspection, Two (2) Schools	\$5,765.00
Morris-Union Jointure Commission	Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation Item 2: NJ Community Right to Know Education and Training - One (1) Session Item 3: Exposure Control Plan Item 4: Bloodborne Pathogen Education and Training – One (1) Session Item 6: AHERA Survey – Two (2) Six-month Re-inspections, One (1) School Item 6: IAQ Plan Update – Three (3) Facilities Item 6: Respiratory Protection Program, Training, and Fit Testing – One (1) Session	\$15,204.00

Location	Services	Fee
	Item 6: Control of Hazardous Energy Program (Lockout/Tagout) Item 6: Asbestos Awareness Training – One (1) Session Item 6: Control of Hazardous Energy Program (Lockout/Tagout) Training – One (1) Session	
Plainfield	Item 1: Bloodborne Pathogen Education and Training - One (1) Session Item 2: Exposure Control Plan	\$420.00
Queen City Academy	Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation Item 2: NJ Community Right to Know Education and Training - One (1) Session Item 3: Bloodborne Pathogen Education and Training - One (1) Session Item 4: Exposure Control Plan	\$1,700.00
Roselle Board of Education	Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation Item 2: NJ Community Right to Know Education and Training - One (1) Session Item 3: Bloodborne Pathogen Education and Training - One (1) Session Item 4: Exposure Control Plan Item 5: Chemical Hygiene Plan	\$5,090.00
Union County Educational Services Commission	Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation Item 2: NJ Community Right to Know Education and Training - One (1) Session Item 3: Bloodborne Pathogen Education and Training - One (1) Session Item 4: Exposure Control Plan	\$4,245.00
Union County Vocational and Technical School	Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation Item 2: NJ Community Right to Know Education and Training - One (1) Session Item 3: Bloodborne Pathogen Education and Training - One (1) Session Item 4: Exposure Control Plan Item 5: Chemical Hygiene Plan	\$4,660.00
Winfield Township Board of Education	Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation Item 2: NJ Community Right to Know Education and Training - One (1) Session Item 3: Bloodborne Pathogen Education and Training - One (1) Session Item 4: Exposure Control Plan	\$1,700.00
<b>FIXED FEE TOTAL</b>		<b>\$82,799.00</b>

### **Item 1: New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation**

The Right-to-Know regulation requires public employers to submit a complete hazardous substance survey every five years. On July 15, 2021, the State of New Jersey Department of Health requires an updated Right to Know Survey be filed. The survey must contain a full chemical inventory list for each location reported.

#### **The 2022 New Jersey Public Employers Right-to-Know Survey update is due on July 15, 2023.**

Therefore, this item includes the tasks required to provide an updated Survey for each location (2022 reporting year), a location-specific hazardous product/chemical listing from the inventory database, and complete documentation of efforts made to all manufacturer/supplier contacts. The client will be required to provide any existing file information to Partner. Specifically, the following services will be performed:

#### **On-Site Inventory of Hazardous Chemicals and Products:**

The inventory process serves as the basis for all Right-to-know compliance activities and provides:

- A. Data for computer input.
- B. Data for the Right-to-Know Survey.
- C. Names and addresses of manufacturers and suppliers of substances for which SDSs must be acquired.
- D. A rational, defensible definition of the population of "exposed" or "potentially exposed" workers.
- E. Specific chemicals and classes of chemicals which must be covered in training.
- F. A listing of all chemicals that are outdated or whose containers are in poor condition.

Partner will conduct a physical inventory of all applicable locations in order to catalog product/chemical name of identifiable substances, the type of container used to store the substance, the amount of substance found on-site, the chemical state (solid, liquid, or gas) of the substance, the manufacturer and/or supplier name and address, and the type of label on the substance.

#### **Data Management, Analysis, and Computer Input:**

Once the inventory information has been gathered, Partner will utilize a customized database management system that is specific to inventory management. An intrinsic part of this service is the computer-driven determination of which substances are New Jersey Hazardous Substances as defined by the Right-to-Know Hazardous Substance List (8:59-9.1). Partner will perform the survey as follows:

- A. Identify the products for which a Safety Data Sheet (SDS) currently does not exist.
- B. Request an SDS from the manufacturer or supplier for all products identified above, documenting all such requests.
- C. Input chemical ingredient information from existing or newly acquired SDSs and product specific information from the inventory into the database.

After all SDS's have been obtained for the manufacturer and all information has been entered into the database, the client will receive a complete Central File which includes the following:

- A. A hazardous product/chemical listing from the inventory database that is location specific.
- B. All SDS's obtained and other information obtained.
- C. Complete documentation of diligent effort made to all manufacturer/supplier contacts.

#### **New Jersey Public Employers 2022 Right-to-Know Survey Update Preparation:**

Partner will prepare your online Right to Know Survey update for each of the client's facilities using the information gathered during the inventory process. The client will then log-in to the MyNewJersey website to review the cover page of each survey and submit the surveys. Once submitted, Partner will mail copies to the required agencies, which include:

- A. County Lead Agency
- B. Local Health Department
- C. Local Emergency Planning Committee
- D. Local Fire Department
- E. Local Police Department

Partner will provide a copy of the Right to Know Survey update for each location to be placed in each facility's Central File.

**Review/Update Hazard Communication Plan:**

Partner will review and update the written Hazard Communication Plans to ascertain the accuracy of the following site-specific information:

- A. The person responsible for developing, evaluating the effectiveness of, and updating the written program.
- B. The person responsible for each aspect of the hazard communication program (labeling, SDSs, training): Names or titles must be indicated in the written program.
- C. A description of the system(s) used for container labeling and any warning methods used in the event of a chemical release or overexposure to a hazardous chemical that is in use in the workplace.
- D. The person responsible for obtaining and maintaining SDSs, if different from the individual taking care of the written program, and the procedures employees use to gain access to the SDSs: If the SDSs are electronically available, the backup method for accessing SDSs must be described.
- E. An explanation of the procedures used to train new employees at the time of their initial assignment and when a new hazard is introduced in the workplace, as well as the procedure for refresher training every 2 years.
- F. The means used to inform employees of the location of the written program and how and when the written program will be made available to employees.
- G. A description of the methods used for communicating hazards to others, such as subcontractors, and what protective measures are necessary for the subcontractor's employees: Details about how employees will be protected from hazardous substances brought into the workplace by the subcontractor must also be described.
- H. The methods the employer will use to inform employees of the hazards of non-routine tasks.
- I. A description of how the employer will provide employers at multi-employer workplaces with on-site access to SDSs and an explanation of the labeling system used at the site, and precautionary measures that are needed during normal operations and in foreseeable emergencies.

**Item 2: Hazard Communication Education and Training (NJAC 12:100-7 et seq.)**

Per the requirements of the Standard, the Partner Initial Trainings shall cover the following subject matter:

- A. Any operations in their work area where hazardous chemicals are present.
- B. The location and availability of the written hazard communication program, including the list(s) of hazardous chemicals required by the hazard communication program, hazardous substance fact sheets, the Right-to-Know Survey, the Right-to-Know Hazardous Substance List, and Safety Data Sheets required by this section.
- C. Methods and observations that may be used to detect the presence or release of a hazardous chemical in the work area.
- D. Explanation of the Globally Harmonized System
- E. The physical and health hazards of the chemicals in the work area.
- F. The measures employees can take to protect themselves from hazards.

- G. Information about the hazard communication program, Right-to-Know Survey, labeling, hazardous substance fact sheets, the Right-to-Know Hazardous Substance List, and the Right-to-Know poster, and how employees can obtain these documents and information and use appropriate hazard information from these sources.

Biennial (refresher) training, which shall be an abbreviated version of initial training, shall be conducted every two years. Employers shall ensure that all employees that participate in a training program be provided training at no cost to the employee and the training program takes place during working hours.

Information and training may be designed to cover categories of hazards (for example, flammability, and carcinogenicity) or specific chemicals. Chemical-specific information must always be available through labels, hazardous substance fact sheets, and Safety Data Sheets (SDS).

### **Item 3: Bloodborne Pathogen Education and Training**

The Bloodborne Standard requires employers to provide training to employees who are occupationally exposed to potentially infectious materials at the time of initial assignment to tasks where such exposure may take place, and at least annually thereafter. The training program must contain, at a minimum, the following elements:

- A. Explanation of the Bloodborne Pathogens Standard.
- B. An explanation of the epidemiology and symptoms of bloodborne diseases.
- C. Modes of transmission of Bloodborne Pathogens.
- D. Explanation of employer's exposure control plan.
- E. Methods to reduce exposure.
- F. Types, proper use, and basis for selection of personal protective equipment.
- G. Information on the Hepatitis B vaccine, including its safety, the method of administration, benefits of receiving the vaccine, and the availability of vaccine.
- H. Information on appropriate actions to take and persons to contact in an emergency situation involving blood or potential infectious materials.
- I. Procedures and reporting methods to follow when an exposure incident occurs.
- J. Employer's requirements on post-exposure evaluation and follow-up after an employee exposure incident.
- K. Explanation of labels and signs and/or color-coding.
- L. Questions on the Bloodborne Pathogens Standard.
- M. Quiz

### **Item 4: Bloodborne Pathogen Standard Program (29 CFR 1910.1040)**

#### **Review/Update Written Exposure Plan**

The Bloodborne Standard requires employers to prepare a written Exposure Control Plan that is designed to eliminate or minimize employee occupational exposure to blood and body fluids.

Partner will prepare a written draft Exposure Control Plan for review and comment prior to finalization. Partner will ensure that the plan contains the elements required for a compliant written plan and minimally include the following elements:

- A. Exposure determination.
- B. Schedule and method of implementation for Methods of Compliance, Hepatitis B, and Post Exposure Evaluation.
- C. Procedure to evaluate circumstances surrounding an exposure incident.

**Item 5: Review/Update Written Chemical Hygiene Plan**

**Review/Update of the Written Chemical Hygiene Plan:**

Partner will review all applicable written Chemical Hygiene Plans for the Union County Educational Services Commission school member district facilities to ensure that they contain the following site specific information:

- A. Standard operating procedures for safe use of chemicals in the laboratory.
- B. Methods to reduce and control employee exposure to laboratory chemicals.
- C. The methods by which the fume hoods will be evaluated to determine if they are functioning properly.
- D. The Plan for education and training of staff concerning the information contained in the Chemical Hygiene Plan.
- E. A description of the circumstances for which prior approval of a proposed laboratory procedure is required.
- F. Provisions for medical examinations.
- G. The designation of the Chemical Hygiene Officer.
- H. Procedures for the use of highly acutely toxic chemicals (if any).

**Item 6: Additional Health and Safety Consulting Services Available Upon Request**

<b>Services</b>	<b>Fees</b>
Asbestos Hazard Emergency Response Act (AHERA) Survey (40 CFR Part 763, Subpart E)	First School: \$900.00 Each Additional K-8: \$400.00 Each Additional High School: \$500.00
Lead in Drinking Water (N.J.A.C. 6A:26-12.4)	Per School Costs Lead Sampling Plan: \$500.00 Quality Assurance Project Plan: \$500.00 Drinking Water Sampling: \$27.50 per sample 2021 Statement of Assurance: \$150.00
Creation of Indoor Air Quality Program (NJAC 12:100-13)	\$350.00 Per Facility
Creation of Respiratory Protection Program and One (1) Education, Training, and Qualitative Fit Testing (29 CFR 1910.134)	\$1,500.00
Creation of Control of Hazardous Energy Program (Lockout/Tagout) (29 CFR 1910.147)	\$800.00 Per Facility
IAQ Designated Person Training (40 CFR Part 763, Subpart E)	\$500.00 Per Session
Asbestos Awareness Training (29 CFR 1910.1001)	\$500.00 Per Session
Control of Hazardous Energy Training (Lockout/Tagout) (29 CFR 1910.147)	\$500.00 Per Session

**Periodic Regulatory Updates:**

Due to the ever-changing regulatory atmosphere both in New Jersey and federally, regulations that impact school districts often change. Partner will provide periodic updates including, but not limited to, our Safety Alerts and our semiannual newsletter to all Union County Educational Services Commission school district members.

**Phone Support:**

A Partner representative will be responsible for monitoring a designated Union County Educational Services Commission phone line once per day in order to determine if clarification or consultation is necessary for all Union County Educational Services Commission school district members. All calls will be logged and dated in an engineering field notebook. If necessary, Partner will provide onsite consultation. All onsite consultations will be documented and the Superintendent of Union County Educational Services Commission will be sent a monthly status report on calls and consultations provided to the members.

**Emergency Services:**

Although not anticipated, from time to time, Union County Educational Services Commission school district members may receive an unexpected visit from a regulatory official or need to address an emergency health and safety issue.

Partner may assist the member in a variety of ways including onsite assistance, selection of an emergency response vendor, or providing written clarification to the issue at hand.

**FIXED FEE TOTAL (Items 1 through 6) \$ 82,799.00**

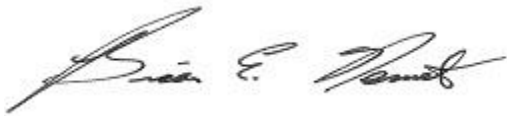
**CLIENT RESPONSIBILITIES**

The Client (defined as the addressee) is responsible for the proper definition, identification and confirmation of the subject property and desired scope of work. Additionally, the Client is responsible for understanding the proposed entire agreement including all incorporated and referenced documents as well as the applicable industry standards to which the work is performed. By signing this agreement, the Client confirms that s/he has read and accepted the Terms and Conditions.

The Client agrees to provide prompt, safe access to the subject property and coordinate access with the identified site contact. The Client agrees to disclose and provide known relevant information and documentation necessary to support our completion of the work. This information will vary depending on the proposed scope of work, but typically includes prior reports, CAPEX plans, offering memorandums, ALTA Surveys, Tax Parcel ID's, rent rolls, zoning verification letters, Certificates of Occupancy, third-party inspection reports, municipal approvals, permits, and correspondence. The Client shall be responsible for all central files maintained on-site, which were created by Partner. If central files are misplaced or lost, Partner will reproduce central files as an additional service outside the scope of this agreement. Revision of issued reports to incorporate information that is provided after report delivery may require additional costs.

We appreciate the opportunity to assist with this project. Please review this entire document, especially the information above to confirm that the assets to be assessed are correctly described and identified. In addition to the proposed assessment, we can assist with services such as pre-demolition hazardous building material surveys, indoor air quality analysis, mechanical, electrical and plumbing design, structural evaluation and retrofit design, zoning, land use and accessibility studies, civil engineering and land surveying. If I can be of any other assistance, please don't hesitate to contact me via telephone at **732-380-1700 ext. 1309** or e-mail at **bnemetz@partneresi.com**.

Sincerely,



Brian E. Nemetz  
Technical Director – Industrial Hygiene and Health & Safety Services



# AUTHORIZATION TO PROCEED

Please sign and return via email [bnemetz@partneresi.com](mailto:bnemetz@partneresi.com).

## PROPOSAL DETAILS

Proposal Number: 22-369164

Estimated Proposal Cost: \$82,799.00

Proposal Schedule: 15 business days

## AUTHORIZATION TO PROCEED SIGNATURE

I have read and verified the accuracy of the information set forth above, including, without limitation, the legal name of the Client. I hereby certify that I am authorized to sign this contract on behalf of the Client and accept full responsibility for payment of the proposed fees. By my signature below, I hereby accept the Proposal, including the attached Terms and Conditions, establishing a contract for services and payment and authorizing Partner to proceed with the services as described herein. Should any project information change, I understand that additional fees may accrue, and the due date may be extended. I acknowledge that the provided Site Contact shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the subject property. Changes to this proposal will be valid only after written agreement of all parties.

Executed By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Client Signature / Client Authorized Representative*

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

**Please remit payment to Partner Corporate Lockbox:**  
Partner Assessment Corporation, P.O. Box 207428, Dallas, TX 75320-7428



## BUILDING SCIENCE

Property Condition Assessments  
Facility Condition / Capital Needs Assessments  
MEP Consulting  
Roof & Building Envelope Consulting  
Forensic Engineering\*  
Accessibility Consulting  
Historic Architecture Solutions  
Building Technology Consulting  
Seismic Risk Assessments  
Structural Consulting & Design\*  
Zoning Reports

## CONSTRUCTION RISK MANAGEMENT

Document & Cost Reviews  
Contractor Evaluations  
Construction Progress Monitoring  
Funds Control / Disbursement  
Completion Commitment  
SureBuildSM Project Completion Insurance\*\*  
Owner's Representative  
Surety Consulting

## ENERGY, SUSTAINABILITY & RESILIENCY

Renewable / Solar Energy Consulting  
Independent Engineering\* / Development Services  
Energy / Water Audits & Benchmarking  
Solar & Building Commissioning Services  
Sustainable Design & Green Certifications  
ESG Consulting & Portfolio Management  
Climate Change / Resiliency Assessments  
Multifamily Green Financing Services  
Affordable Housing / LIHTC Services

## ENVIRONMENTAL CONSULTING & REMEDIATION

Phase I Environmental Site Assessments  
Phase II Subsurface Investigations\*  
Vapor Intrusion Assessments  
Site Characterization\*  
Remedial Cost Estimates  
Cleanup & Mitigation\*  
NEPA Consulting  
Wetlands Services

## INDUSTRIAL HYGIENE

Asbestos Surveys, Abatement Oversight, O&M  
Lead Paint / Lead in Water Assessments  
Radon Testing & Mitigation  
Moisture / Mold Management  
Legionella Management  
IAQ / Building Hygiene Services  
Hazardous / Universal Waste Management

## ENVIRONMENTAL HEALTH & SAFETY, REGULATORY COMPLIANCE

EHS Consulting  
Environmental Permitting  
Occupational Health & Safety Consulting  
Communicable Disease Risk Mitigation

## LAND SURVEYING\*

ALTA Land Title Surveys  
Topographic Surveys  
Boundary Surveys  
Flood Elevation Certificates

## GEOTECHNICAL SERVICES\*

New Development & Additions  
Expert Witness & Forensics  
Site Selection & Feasibility  
Construction Inspections & Quality Testing  
Geologic Hazards Consulting

## SITE CIVIL ENGINEERING\*

Feasibility Study / Due Diligence  
Land Use Planning  
Stormwater Management  
Land Use Regulatory Permitting  
Utility Investigations & Permits  
Zoning Analysis  
Development Proforma Review  
Conceptual Plan Development  
Construction Phase Services

\*Professional offered in states where Partner has all applicable licenses/certifications

\*\*Offered by Saint Vincent, LLC, AZ License (3000572859)

## TERMS AND CONDITIONS

A. ENTIRE AGREEMENT. These Terms and Conditions, in combination with those documents incorporating them by reference, constitute the entire agreement (the "Agreement") between Partner Engineering and Science, Inc. ("Partner") and Client to perform the described services (the "Services"), and all subsequent, mutually agreed change orders. This Agreement supersedes all prior proposals or negotiations between the parties with respect to the subject Services. These terms and conditions will also apply to any contract or purchase order document issued by the Client for future services, whether or not it is expressly incorporated. In the event of any conflict between these terms and conditions and the provisions of any purchase order or other document, these terms and conditions shall control unless the conflicting document expressly supersedes specific provisions hereof. This Agreement may not be modified except in a writing executed by both parties.

B. SERVICES. The Services will be performed in material compliance with the provisions of the Agreement. Client has reviewed the Agreement in detail and agrees that the Services are appropriate to meet Client's needs and requirements. Unless specified elsewhere in the Agreement, Partner shall furnish all technical and professional services, including labor, material, supplies, equipment, transportation, accommodation, subsistence and supervision of Partner personnel, to perform the Services. Client acknowledges that Partner may utilize third-party service providers in the performance of its obligations hereunder. Partner shall at all times be an independent contractor and no persons involved in connection herewith shall be considered employees of the Client for any purpose.

C. FEES, INVOICING AND PAYMENT. Charges for all services shall be invoiced and paid in accordance with the Lump Sum Price or the Fee Schedule contained in the Agreement. Unless otherwise specified, invoices will be submitted to Client at time of report delivery. Payment is due upon receipt of the invoice and Client agrees that payments shall be made within thirty (30) days of presentation of the invoice. Should cancellation of the project occur after a verbal report of the findings has been provided, Client agrees to make a payment of 80% of the total cost due at the time of cancellation. Amounts not paid within thirty (30) days shall be subject to a late payment charge equal to the lesser of one and one-half percent (1½%) per month or the maximum amount allowed by applicable law. Should any invoice be in dispute, only that portion of the invoice in dispute may be held in abeyance until the dispute is resolved. Partner may suspend or terminate further performance under this or other agreements with Client upon reasonable notice for the non-payment of invoices. Partner shall have no responsibility or liability in connection with the Services, and Client shall have no right to rely on any report or other materials delivered, until all invoices have been paid in full. Partner shall be entitled to all legal fees, including but not limited to attorney's fees associated with any attempt to collect on unpaid invoices associated with the Services.

D. CONFIDENTIALITY. Information which the Client identifies as confidential upon provision to Partner and which is not publicly available will be treated as confidential in accordance with industry customs or standards. However, Partner shall have no liability to Client or any third party for disclosure of confidential information in notifications or reports which reveal potential issues related to the health, safety or welfare of the general public; subject to court order or other mandate; and/or further subject to public policy considerations. Partner shall have no liability to Client or any third party for notifications or reports made in accordance with such laws or orders and Client shall defend, indemnify and hold harmless Partner from and against any and all claims, demands, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Partner in connection with such notifications or reports.

E. LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS OR DATA OR DIMINUTION OF VALUE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. CLIENT AND PARTNER AGREE THAT PARTNER'S AGGREGATE LIABILITY TO THE CLIENT AND ALL THIRD PARTIES IN CONNECTION WITH THE SERVICES SHALL BE LIMITED TO GENERAL MONEY DAMAGES NOT TO EXCEED ONE MILLION DOLLARS (\$1,000,000.00). THIS LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION OR LEGAL THEORY PLED OR ASSERTED. THE PARTIES ACKNOWLEDGE THAT THEY HAVE CONSIDERED THE ALLOCATION OF RISK PRESENTED BY THE PROVISIONS OF THIS PARAGRAPH AND THAT THE ALLOCATION IS REASONABLE UNDER ALL FACTS AND CIRCUMSTANCES SURROUNDING THE AGREEMENT.

F. WARRANTY. Partner warrants that the Services will be performed in a good and workmanlike manner in accordance with prevailing standards and practices applicable to the Services. PARTNER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. SAMPLING. Client recognizes and agrees that Partner is acting as a bailee and at no time assumes title to samples collected in completion of the work and acknowledges that the act of sampling may affect, alter or damage the property, terrain, vegetation, and/or building, structures and improvements at, in or upon the site. Client accepts such risk. Partner will exercise reasonable efforts to limit such alteration or damage. Unless otherwise specifically agreed, Partner will not be responsible for the cost of any required repair or restoration. Partner may discard any and all samples immediately following analysis. Client may request, in writing, that any such samples be retained beyond such date, and in such case Partner will ship such samples to the location designated by Client, at Client's expense. Partner may, upon written request, arrange for storage of samples at mutually agreed storage charges. This is the only notice of intention to discard samples that will be given.

H. RELIANCE. No party shall be allowed to use or rely on any report(s) or information generated in the completion of this project until payment in full is made to Partner for any outstanding invoices related to the Services rendered. Client understands that Services governed by this Agreement are strictly for their sole use and benefit. The parties expressly agree that no third party,

including, but not limited to, any heirs, devisees, representatives, successors, assigns, affiliates, and subsidiaries of the parties or any partnership, corporation or other entity controlled by the parties or which control the parties, may rely on or raise any claim relating to the Services or this Agreement.

I. INDEMNIFICATION. In the event that Client permits a third-party to rely upon this Agreement, the Services, and/or reports provided by Partner in breach of Paragraph H of this Agreement and said third-party files a claim or lawsuit against Partner relating to this Agreement, the Services, and/or reports provided by Partner, Client agrees to indemnify and hold Partner harmless from any damages, losses, liabilities, and costs, including, but not limited to, reasonable attorney fees, costs, and expert witness fees, arising from any such third-party claim or lawsuit.

J. NON-SOLICITATION. Client shall not hire nor solicit for employment any of Partner's employees for a period of one (1) year subsequent to any services rendered by Partner for Client. In the event of Client's breach of this covenant, Partner may seek any and all remedies including but not limited to an injunction; attorney fees and costs to enforce this provision; and monetary damages based upon the employee's previous annual salary and all costs related to training.

K. TERMINATION. This Agreement may only be terminated prior to substantial completion of the services by Partner, by mutual consent, or by notice by either party in writing. In the event of termination prior to completion of the Services (i) by Client for any reason, or (ii) by Partner due to the breach of this Agreement by Client, Partner reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by Partner as necessary to protect its professional reputation, to complete a report on Services performed to date. Partner shall have the right to receive a reasonable termination charge to cover such costs and to be compensated for all Services performed prior to and in connection with such termination. In the event of termination, client shall have no rights of use or reliance upon the work. Paragraphs A, C, D, E, F, I, J, K, L, M, N, O, P, Q and R shall survive termination.

L. RESOLUTION OF DISPUTES. This Agreement shall be governed by, subject to, and construed in accordance with the laws of the state of California, without regard to its conflict of law provisions or the conflict of law provisions of any other jurisdiction. With the exception of disputes arising from failure to pay any invoices or fees for services rendered, any claim, controversy, or action arising out of, or related to, this Agreement or the alleged breach thereof, shall be submitted to mandatory non-binding mediation through a third party mediator to be agreed upon by the Partner and the moving party. A "Notice of Mediation" shall be served by any party to commence the mediation process. The service of the Notice of Mediation shall stay the running of the limitations period set forth in Paragraph M herein for a period of 60 days unless a longer or shorter period of time is agreed to by the parties. In the event that the parties cannot reach a resolution through mediation, the parties may proceed to litigate their claims in Court. Any litigation so instituted shall be filed and litigated in the State Court of California, County of Los Angeles in accordance with the laws of the State of California, and subject to Paragraph L herein. With the exception of disputes arising from failure to pay invoices or fees for services rendered, each party shall pay the fees of its own attorneys, and the expenses of its witnesses and all other expenses connected with the presentation of its case.

M. LIMITATIONS PERIOD. Neither party shall initiate any claim or action against the other more than eighteen (18) months after the date from which all final reports for services performed by Partner are submitted by Partner to Client. The parties further expressly agree that this Limitations Period is reasonable, unambiguous and shall not be subject to modification or the delayed discovery rule unless expressly agreed to by the parties in writing.

N. CORPORATE PROTECTION. It is intended by the parties to this Agreement that Partner's services in connection with the project shall not subject Partner's employees, officers, or directors to any personal legal exposure for risks associated with this project. Therefore, the Client agrees that as Client's sole and exclusive remedy, any claim, demand or action shall be directed and/or asserted only against Partner, a California corporation, and not against any of Partner's employees, officers, or directors.

O. NO WAIVER. The failure of either party to exercise any right or remedy hereunder or to take any action permitted on a breach by the other party shall not be deemed a waiver of such right or remedy or of any other rights or subsequent breach of a like or different nature.

P. SEVERABILITY. The provisions of this Agreement are severable. The invalidity of any part of this Agreement shall not invalidate the remainder of the Agreement or the remainder of any portion hereof.

Q. RETENTION OF PARTNER'S DOCUMENTS. With the exception of Partner submittals to Client, all documents, including, without limitation, historical research, field data, field notes, laboratory test data, calculations and analyses prepared as instruments of service shall remain the property of Partner. Partner will retain all pertinent records relating to the services performed for a period of eighteen months following the completion of Partner's services. After this period, they may be discarded.

R. NO ASSIGNMENT. Neither party shall assign their rights under this Agreement to any third party, including, but not limited to, any heirs, devisees, representatives, successors, assigns, affiliates, and subsidiaries of the parties or any partnership, corporation or other entity controlled by the parties or which control the parties without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Each party, and the person executing on behalf of such party, represent and warrant that such person has the full power and authority to bind the party represented.

**PERSONNEL RATES**

<b>TITLE</b>	<b>HOURLY RATE</b>
Principal	\$195.00
Senior Technical Director	\$190.00
Senior Project Manager	\$185.00
Technical Director	\$175.00
Senior Technical Manager	\$165.00
Project Manager	\$155.00
Senior Project Professional	\$150.00
Technical Manager	\$150.00
Project Professional	\$145.00
Senior Project Specialist	\$140.00
Project Specialist	\$135.00
Senior Technical Professional	\$125.00
Technical Professional	\$120.00
Senior Technical Specialist	\$110.00
Technical Specialist	\$100.00
Senior Data/Field Specialist	\$95.00
Data/Field Specialist	\$85.00
Senior Technical Assistant	\$80.00
Technical Assistant	\$75.00
Junior Technical Assistant	\$70.00
Junior Data/Field Technician	\$65.00
Data Entry Specialist	\$55.00
Licensed Site Remediation Professional	\$225.00

**REIMBURSABLE EXPENSES**

<b>ITEM</b>	<b>FEE</b>
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8 ½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 24x36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost
Messenger Service up to 100 Miles Round Trip	\$100.00

**Additional reimbursables include, but are not limited to delivery over 100 miles and mileage charged at Federal prevailing rates.**