



Occupational Health & Safety, Environmental Consultants

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August 24, 2015

Mr. Jeff Kaufman

[REDACTED]

Somerville, MA 02144

RE: Mercury Clearance Sampling
Proposal No. 5667

Sent via email: jeff.t.kaufman@gmail.com

Dear Mr. Kaufman:

OccuHealth, Inc. (OHI) is presenting this proposal to provide professional services to perform airborne mercury sampling at the residence located at [REDACTED] Somerville, MA.

Scope of Work

- Task 1: OHI will collect two air samples from the residence for the evaluation of airborne mercury levels to confirm clearance after a spill clean up. This proposal assumes lab costs for two (2) samples plus a blank without a rush turnaround which will be 5 business days. The blank is analyzed for QC purposes.
- Task 2: Provide all equipment necessary to collect the samples according to the requirements of the EPA for clearance sampling after a mercury release.
- Task 3: Prepare a report interpreting the lab results.

Cost of Services

OHI will complete the scope of work described in this proposal on a time and materials basis in accordance with the attached Professional Rate Schedule and a not to exceed budget of \$1,550.00.

This proposal will be valid for a period of sixty (60) days. If there are any changes which increase the Proposed Scope of Services, the proposal will be modified to reflect the appropriate changes. No additional work in excess of the agreed to amount will be performed without written authorization.

OccuHealth, Inc. (OHI) would be pleased to complete the work described in this proposal in accordance with OHI's Standard Terms and Conditions that are attached and part of this proposal. Work will begin upon receiving the signed *Authorization to Proceed* form (attached). OHI requires payment by credit card (Visa or Mastercard) for the full amount of the work conducted under this proposal at the time that the final report is ready for transmittal

Sincerely,
OccuHealth, Inc.

A handwritten signature in black ink that reads "Thomas E. Hamilton". The signature is written in a cursive style with a large, stylized 'T' and 'H'.

Thomas E. Hamilton, CIH

Authorization to Proceed

OHI will proceed with the scope of work described in the referenced proposal upon receipt of this signed authorization form. Signing and returning this form indicates acceptance of the scope of work and cost estimate outlined in the referenced proposal and acceptance of OHI's Standard Terms and Conditions as attached and referenced in the proposal. An executed copy of this agreement will be returned to the client.

Client: _____

Print Name

Position or Title

Authorized Signature

Date

OccuHealth, Inc.

Print Name

Position or Title

Signature

Date



OCCUHEALTH, INC. Standard Terms and Conditions

Attachment to Proposal No. 5667

Date: August 24, 2015

OccuHealth, Inc. (OHI) will perform for CLIENT the services described in OHI's Scope of Services at a charge pursuant to the Standard Terms and Conditions below and under the conditions and circumstances as set forth herein. The CLIENT and OHI hereby agree as follows:

1. Contract: The Contract is the Proposal or Contract Document that is signed and dated by OHI and the CLIENT and to which these Standard Terms and Conditions are appended by reference.

2. Construction Observation Services: If OHI's Construction Observation services are included as part of the Scope of Services in the Contract, OHI will provide qualified personnel to observe and report on specific aspects or phases of construction upon the reasonable request of CLIENT. OHI's observation services shall not include any supervision or direction of the actual work of the Contractor, its employees or agents and the CLIENT shall so notify the Contractor. The Contractor shall be informed by the CLIENT that neither the presence of OHI's field representative nor the observation and testing by OHI shall excuse the Contractor for defects discovered in his work. Provided that all pertinent readings, observations and reports on specific aspects of phases of construction are made by OHI's designated personnel without the necessity of reliance upon others, then OHI will make representations or limit such representations if it is not satisfied that the aspects or phases of construction comply with the criteria required of it. Unless otherwise agreed, OHI's representation will be limited strictly to establishing compliance with specific technical requirements of the plans and specifications for which OHI is engaged and liable and does not extend to any other technical requirements or general provisions whether or not incorporated in the technical provisions by reference. Additionally, OHI shall not be responsible or liable for any losses or damage incurred in connection with the contractor's use or administration of personnel, machinery, falsework, scaffolding, other temporary or precautionary construction, safety precautions or procedures, or compliance by the Contractor with the contract's general provisions. Observation services provided by OHI are solely for the benefit of CLIENT.

3. Opinions of Probable Construction or Corrective Action Costs: OHI may render opinions of probable construction or corrective action costs for the purpose of evaluating alternative measures considered as part of OHI's work. These opinions may also involve approximate quantity estimates. CLIENT understands and agrees that quantity estimates are not necessarily sufficiently accurate for construction bids or other financially-related matters. CLIENT acknowledges that OHI has no control over labor and material costs and any estimate of probable construction or corrective action costs will be made on the basis of OHI's past experience. OHI does not guarantee or warrant the accuracy of estimates of probable construction or corrective action costs.

4. Public Liability; Limit of Liability: OHI represents and warrants that it and its agents, staff, and consultants employed by it, is and are protected by Worker's Compensation Insurance; and that OHI has such Public Liability and property Damage Insurance coverage which OHI deems to be adequate. Within the limits and conditions of such insurance and not otherwise, OHI agrees to indemnify and save CLIENT harmless against any loss, damage, or liability arising from any negligent acts by OHI, its agents, staff, and consultants employed by it. OHI shall not be responsible or liable for any loss, damage, or liability arising from any loss including, but not limited to, fire and explosion, beyond the amounts, limits and conditions of such insurance, or for any loss, etc. excluded from the coverages of such insurance.

5. Insurance: OHI is protected by Worker's Compensation Insurance, Professional Liability Insurance, and Public Liability Insurance. Insurance certificates will be furnished to CLIENT upon written request.

OHI will not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance or for any loss, damage or liability arising from the CLIENT's negligent acts, errors or omissions or for any person for whose conduct OHI is not legally responsible. By acceptance of this agreement, the CLIENT acknowledges the inherent risk associated with construction and opinions. The parties specifically agree that for any damage or cost resulting from error or omission in the performance of OHI's services, its liability to all claimants shall be limited to \$50,000 or the amount paid by the CLIENT to OHI, whichever is less.

If the CLIENT prefers not to limit OHI's professional liability to this sum, OHI will waive this limitation upon the CLIENT's written request and will agree to increase the limitation of our professional liability to \$100,000 or OHI's fee whichever is less, provided that the CLIENT agrees to pay for this change an additional consideration of 4 percent of OHI's total fee or \$500, whichever is greater. The CLIENT's request for this option shall be made before the contract between the CLIENT and OHI is finalized. The additional fee is in exchange for the additional risk assumed by OHI and should not be construed as a charge for additional professional liability insurance.

Notwithstanding the limit of OHI's liability, the CLIENT releases and holds OHI harmless and indemnifies against any loss or damage which are not covered by insurance including, but not limited to, nuclear instances, toxic waste, hazardous waste, flood, earthquake or explosion.

6. Work Performed by Third Parties; Release: CLIENT and their heirs, successors, assigns and purchasers hereby indemnify and hold OHI harmless from any and all suits, demands, claims, losses, causes of action including, without limitation, legal fees incurred by, or brought against OHI, in connection with, directly or indirectly, any work performed by OHI which is based upon plans, reports, research, audits, inspections, documents or other materials provided by the CLIENT to OHI or performed by any third party if such plans, etc..., contain mistakes, errors or other wrongful information, or under any other circumstances.

7. Right of Entry: CLIENT hereby grants to OHI, or represents and warrants (if the project location is not owned by CLIENT), that permission has been duly granted to OHI, its agents, staff, consultants, and any Contractors or Subcontractors for a Right of Entry, upon the project location for the purpose of performing, and with the right to perform, all acts, studies, audits, inspections, surveys, and research, including, without limitation, the making of test borings or corings and other samplings, pursuant to the Scope of Services, together with any other services performed by OHI.

CLIENT hereby recognizes that the use of monitoring, surveying and/or testing equipment may alter the property. CLIENT accepts that this may occur during OHI's work and will not hold OHI liable for such damage, and hereby further indemnifies OHI against any claims or losses incurred as a result of any such alteration.

8. Standard of Care: OHI's services will be performed in accordance with generally accepted practices of engineers, industrial hygienists, trainers/instructors and technicians providing similar services at the same time, in the same locale, and under like circumstances. The CLIENT agrees that services provided will be rendered without any other warranty, expressed or implied.

9. Documents: All reports, field data, field notes, calculations, plans, drawings, estimates, and other documents prepared by or obtained by OHI as instruments of service are and shall remain the property of OHI. The CLIENT agrees to return all such documents upon demand whether or not paid for and agrees that such work product shall not be used for any other purpose by the CLIENT whatsoever. CLIENT agrees that all reports and other work furnished to CLIENT or its agents shall be utilized by CLIENT solely for the intended purposes of this job assignment. OHI shall retain all pertinent records relating to the services performed for a period of five (5) years following submission, during which period the records will be made available to CLIENT at OHI's Office at all reasonable times. Copies will be prepared by OHI for CLIENT for reasonable cost of reproduction and shipping time and expenses; provided, however, that all the terms and conditions hereunder shall apply to copies of all work product.

10. Billing/Payment: Invoices for OHI's services shall be submitted at OHI's option, either upon completion of such services or on a weekly, monthly or other basis, mailed or hand delivered to CLIENT. All such invoices shall be payable upon receipt and shall, in the event that payment is not duly made, bear interest at the rate of 1.5 percent per month beginning 30 days or part of from date of original billing or at the highest interest rate permitted by law, whichever is more. It is understood that if the CLIENT fails to pay any invoice when due, OHI may, without waiving any other obligations, claims or rights against CLIENT, terminate its obligations and performance hereunder. OHI shall not be liable for any damages or losses incurred by CLIENT as a result of said termination. In the event that OHI places any invoice which is unpaid after the due date in the hands of an agency or an attorney for collection, CLIENT shall pay all costs and expenses of such collection, including reasonable attorney's fees and court costs.

11. Confidentiality: OHI shall not divulge information regarding its services rendered to CLIENT to any party other than CLIENT or to parties designated by CLIENT.

12. Expert Testimony: If OHI is required to give expert witness testimony regarding service provided by this contract, OHI shall be compensated by CLIENT or by parties designated by CLIENT according to the OHI's current Professional Rate Schedule, payable in advance and is in addition to the stipulated amount of this contract.

13. Severability: In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and shall be binding upon the parties hereto.

14. Massachusetts Contract: This Agreement as a Massachusetts Contract shall be interpreted and construed under the laws of the Commonwealth of Massachusetts. Any dispute shall be litigated, if at all, only in a Massachusetts Court with appropriate jurisdiction.

OccuHealth

PROFESSIONAL RATE SCHEDULE - OccuHealth, Inc.

Schedule of Fees:

Professional Engineer	\$ 140/hour
Senior Project Manager	\$ 140/hour
Certified Industrial Hygienist	\$ 140/hour
Toxicologist	\$ 140/hour
Certified Safety Professional	\$ 125/hour
Project Manager	\$ 105/hour
Senior Industrial Hygienist	\$ 105/hour
Technical Writer	\$ 105/hour
Environmental Scientist/Industrial Hygienist	\$ 85/hour
Project Engineer	\$ 75/hour
Technician	\$ 65/hour
Designer/Drafter	\$ 65/hour
Secretarial/Clerical	\$ 65/hour

Services of Others

OccuHealth will occasionally engage the specialized services of subconsultants to participate in a project. The cost of such services plus a 15% service charge shall be invoiced to the Client.

Reimbursable Expenses

Automobile expenses for personal or company vehicles will be charged at the current Federal standard mileage rate for travel from OHI offices to the project and return, and for travel at the job and related to the project.

Other reimbursable expenses shall be billed at cost and include:

1. Long distance telephone and facsimiles
2. Delivery charges for samples or other project-related deliverables
3. Laboratory equipment and instrumentation directly identifiable to project
4. Equipment rental
5. Photographs for project records and reproduction of drawings and reports
6. Computer services
7. Drafting and typing services and other labor provided by outside contract personnel
8. Per diem costs (including lodging, meals, tolls, etc.) for project related activities

OccuHealth

PROFESSIONAL RATE SCHEDULE - OccuHealth, Inc.

Equipment Rental

Fluke Infrared Meter	\$700/week - \$150/day
Noise Dosimeters (5)	\$700/week - \$35/each/day
Photoionization Detector	\$250/week - \$50/day
Personnel Air Sampling Equipment	\$150/week - \$35/day
Mini-Respirable Aerosol Meter	\$200/week - \$50/day
Particle Counter	\$200/week - \$50/day
IAQ Meter (T, RH, CO2)	\$200/week - \$50/day
CO2 Meter	\$140/week - \$35/day
Velocity Meter	\$125 week - \$25/day
Confined Space Entry	
CO, CO ₂ , LEL, H ₂ S	\$200/week - \$50/day
Ultrafine Particle Meter	\$260/week - \$65/day
Hi Vol Pump	\$35/day
Moisture Meter	\$15/day

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