

INDEPENDENT CONSULTING SERVICES AGREEMENT

THIS DOCUMENT CONSTITUTES A CONSULTING AGREEMENT BETWEEN **APPLIED ENVIRONMENTAL CONSULTING, INC.** (HEREINAFTER REFERRED TO AS CONSULTANT) AND _____ COMPANY (HEREINAFTER REFERRED TO AS CLIENT) FOR THE PERFORMANCE OF CONSULTING SERVICES, UNDER THE FOLLOWING TERMS AND CONDITIONS:

I. OBLIGATIONS OF CONSULTANT

Consultant shall assign qualified and competent personnel to the performance of the services set forth in each assignment, and Consultant and such personnel shall use their best efforts to perform the services required.

II. OBLIGATIONS OF CLIENT

Client shall furnish to Consultant such data, drawings, reports, memoranda, and other information necessary for Consultant to perform the services required of it. In addition, Client shall provide or otherwise make available to Consultant all equipment and office space and facilities necessary for Consultant to perform services at Client's facilities.

III. STATEMENT OF WORK

When Client elects to have work performed under this Agreement, it will issue Consultant a written Work Authorization, which shall include, among other things, terms specifying the following:

- A full description of the work;
- The location of the work;
- The dates for starting and completing the work;
- The pricing method governing amounts to be paid Consultant, and any special conditions or limitations on such amounts;
- Any applicable quality assurance or similar requirement;
- Regulatory, environmental, procedural, and other requirements; and
- Support requirements.

This Work Authorization shall be part of this Consulting Services Agreement, and any reimbursement to Consultant for any purpose shall be in accordance therewith. The Work Authorization must be signed by the Consultant and Client prior to commencement of any billable activity.

IV. AGREEMENT RATE SCHEDULE

Client agrees to pay the Consultant in the manner and at the times specified in this Agreement. The contract prices for Consultant services to be paid by Client shall be as specified in the Work Authorization.

In addition to the hourly contract rate for Consultant services, as provided in the Work Authorization, Consultant shall invoice Client for other authorized direct charges accrued in connection with work assignments as provided on the Agreement addendum.

Prior written authorization from Client shall be required for travel and subsistence in the performance of any services.

V. TERMINATION

In the event of any material breach of this Agreement, Client may, at its option and at its sole discretion:

- A. Provide thirty (30) days written notification to Consultant of any material breach and demand for cure of such breach. If any such breach is not cured within the thirty (30) day period, this Agreement may be terminated at the sole option of Client; or
- B. Client may terminate this Agreement immediately upon written notification to Consultant of material breach of the terms of this Agreement.

VI. INVOICING

Consultant shall submit invoices for services rendered unless otherwise arranged in this agreement. Each invoice shall provide the following information: Consultant's name, purchase order number assigned by Client, contract rates, total contract hours performed, total contract costs for invoice period, and reimbursement expenses. Each invoice shall be in such form and detail as Client may reasonably require in accordance with generally accepted accounting practices and shall include, without limitation, and in addition to that required above, copies of paid invoices for materials and services procured, vouchers covering incidental expenses paid during that period, and any other statements of credit to the work.

VII. PAYMENT TERMS

Consultant shall be paid in accordance with the Work Authorization, and the reimbursement and contract rates set forth below and in Article VI.

It is expressly understood and agreed that the contract hourly rate shall include all wages, salaries, and compensation to which employees of Consultant or individuals contracted by consultant shall be entitled, as well as Consultant's time for any general administrative, overhead expenses, profit, and any and all other direct and indirect costs or expenses in any manner attributable to the performance of said services. Straight time rates shall be paid for all hours worked. Any additional work which may increase the costs of Consultant's service to Client, such as overtime, shift time, holidays, and weekends, shall be paid as delineated in the Work Authorization only if prior authorization has been obtained from Client.

Payment shall be made to Consultant by Client within thirty (30) days after receipt of Consultant's invoices furnished in accordance with the provisions of this Agreement. Client shall pay all amounts due thereon thirty (30) days after written notice to Consultant. Any disputes as to reimbursement shall not excuse Consultant's continuing performance of the work. Disputed amounts shall be resolved by mutual agreement based upon Consultant's verification, validation, and justification of amounts invoiced to Client.

VIII. WARRANTY

Consultant warrants that it will perform consulting services with due consideration of the standard of care and competence generally accepted in the profession. Where approvals or successes are determined by outside decision makers, such as regulators, consultant's involvement is to be as successful as possible, but in no way guarantees acceptance by all parties.

Where the Consultant has rendered services not in conformance with these requirements, Client shall notify Consultant within thirty (30) days of the discovery of any service deficiencies. In such an event, Consultant shall, at his expense, proceed expeditiously to correct the deficiencies at no additional cost to Client.

IX. INDEMNIFICATION

Consultant shall, to the extent permitted by law, indemnify, hold harmless and defend the Client, its officers, directors, employees, successors and assigns from any and all loss and liability for claims, demands, suits, or causes of action of law or in equity for injuries (including death) and damages of every kind and nature to persons (including employees of Consultant) to the extent such liability has arisen as a result of the negligent operation or performance of Consultant or of any person under contract to it, under this Agreement. Consultant shall bear such proportionate share of all expenses incurred by Client, its officers, directors, employees, successors and assigns in defending all claims and actions for damages, at law or in equity arising out of the foregoing injuries, damages, or losses, and shall pay such proportionate share of all judgments that may be rendered in such actions.

Client shall, to the extent permitted by law, indemnify, hold harmless and defend Consultant, its officers, directors, employees, successors and assigns from any and all loss and liability for claims, demands, suits, or causes of action of law or in equity for injuries (including death) and damages of every kind and nature to persons (including employees of Client) to the extent such

liability has arisen as a result of the negligent operation or performance of Client or of any person under contract to it. Under this Agreement Client shall bear such proportionate share of all expenses incurred by Consultant, its officers, directors, employees, successors, and assigns in defending all claims and actions for damages, at law or in equity, arising out of the foregoing injuries, damages, or losses and shall pay such proportionate share of all judgments that may be rendered in such actions.

X. ADDITIONAL TERMS AND CONDITIONS

A. Independent Contractor Status

In performing services under this Agreement, Consultant shall operate as and have the status of an independent contractor, and shall not act as or be an agent or employee of Client. Client shall have no control over the performance of Consultant's work except as same relates to the result of such work. Therefore, all of Consultant's activities will be at his own risk, and Consultant shall not be entitled to Workmen's Compensation or similar benefits or other insurance protection provided by Client. Consultant will make his own arrangements for payment of hospital and medical costs in connection with any injury or illness and other insurance coverage for the activities to be performed under this Agreement. It is the Consultant's responsibility to pay all Federal and State Income Taxes and any other withholdings on monies paid to Consultant from Client. Consultant's employees shall not be considered employees or agents of Client. As an independent contractor, Consultant will furnish all supporting documentation for charges, including expenses, in accordance with Client's requirement. Consultant will comply fully with Client's requirements for preparation and submittal of such records as Client may reasonably require.

All taxes, assessments, levies, imports, duties, excises, and licenses including taxes, licenses or permits required by government authorities, or as necessary for Consultant to carry on business in the jurisdiction or manner in which the services pursuant to this Agreement are performed, are the responsibility of the Consultant, and shall not be considered costs attributable to the work unless approved in writing by Client.

B. Intellectual Property Rights

Consultant shall advise Client of any invention, improvement, or discovery made or conceived by him in the course of or resulting from the work performed under this Agreement. Consultant hereby grants to Client all rights and title to, and interest in, any such invention, improvement, or discovery.

C. Non-disclosure of Confidential Information

Consultant agrees that all material, data, memoranda, designs, reports, or writing used or developed in connection with services hereunder are confidential. Consultant agrees not to discuss with any third party any such confidential information without the prior written consent of Client.

D. Ownership of Work Product

All material prepared by Consultant pursuant to this Agreement shall become and remain the property of the Client.

In addition, Consultant shall not publish or make known to others the subject matter or results of the services or any information obtained in connection therewith which is proprietary and/or confidential to Client without prior written approval from Client. No advertising or publicity containing any reference to Client or any of its employees, either directly or by implication, shall be made use of by Consultant or on Consultant's behalf without the Client's prior written approval.

E. Applicable Law

This Agreement shall be construed and governed by the laws of the State of Florida.

F. Changes

Client may at any time, by written order, make changes to the general scope of this Agreement, such changes to be issued and acknowledged by a revised Work Authorization.

G. This Agreement, and any Work Authorization issued pursuant thereto, shall not be valid unless signed by an authorized agent of Client and the President of the Consulting Company.

CONSULTANT

CLIENT

By _____
(Consultant Signature)

By _____
(Client Signature)

Title: _____

Title: _____

Date: _____

Date: _____

Date

Example of a
WORK AUTHORIZATION AS AN ADDENDUM TO
INDEPENDENT CONSULTING SERVICE AGREEMENT
_____ COMPANY.

I. **STATEMENT OF WORK.** The Client has requested the Consultant's for assistance in the decommissioning of activities authorized under the Client's Radioactive Materials License with the State of Florida.

A. **Full Description of Work:**

In order to perform this function the Consultant will do the following:

1. A site assessment of area __ which will include a survey of area __, gathering an estimated __ samples and analysis of the samples. Also included are the labor, travel and per diem. The cost for this task is \$_____.
2. Creating a decommissioning plan will include developing the work plan, the health and safety plan and coordinating with the regulator and client's personnel. The cost for this task is \$_____.
3. A post survey and final report will be performed once decommissioning of area __ has been completed. Included in the survey is an estimated __ samples and analysis of the samples. The final report will include a summation of the entire decommissioning job at the _____ site and _____ site. The cost for this task is \$_____.
4. The mobilization and initial preparations to perform these tasks will involve site-specific training for AEC personnel for access to client, miscellaneous equipment purchases and establishing the personnel monitoring program for all workers. The cost for this task is \$_____.
5. Training will be required for the workers for both the clean-up of the sites and for demolition. All workers will be required to pass minimum radiation safety training. In addition, workers in areas _____ at client's site will most likely be required to pass an additional training which will focus on increasing awareness of radiation protection wearing of personal protective equipment (PPE) and wearing of protective masks. Training will cost \$___ per hour plus \$25 per student. Even though this training has been performed in the past for like activities, it is recommended that we obtain from the State endorsement of the minimum amount of training before beginning. If company desires additional training from the minimum required, it can be accommodated.

6. A weekly rate of \$____ allows for an on-site Radiation Safety Technician that can function as the on site RSO and surveyor of released materials. This rate ensures a qualified safety person will be present during clean-up and demolition operations and includes the hourly wages, per diem, lodging and travel for the technician. At no time will this person perform demolition activities. This rate can be prorated to daily in the event of inclement dates or holidays.

7. A monthly fee of \$____ up to the acceptance of the decommissioning plan by the FL Dept. of Health and then a monthly fee of \$____ until the end of the project includes any regulatory liaison, radiation license correspondence and radiation license modifications. Or, a Time & Materials rate of \$____per hour for work to support the approvals and authorizations can be performed.

B. Work Location: Research, reports and plan development will be prepared by Consultant at the Florida address. On site collection of samples, site assessment and perform on-site safety duties will be at the respective client location.

C. Work Starting / Completing Dates:
This is to be performed at a mutually agreed upon time.

D. The Pricing Method: The current pricing method is generally PROJECT-BASED and begins when the project commences and ends when the project terminates. Other aspects are RATE BASED as described. The price following the above Scopes of Work are provided.

E. Quality Assurance Requirements: As required by the State of Florida, client and consultant.

F. Regulatory, Environmental, Procedural, and Other Requirements: Since the use of radioactive materials is under the State of Florida requirements, that agency has jurisdiction.

G. Support Requirements: Client shall provide information, as necessary, for the Consultant to complete the project.

II. This is the primary WORK AUTHORIZATION to allow the Consultant to begin work. Any additional requirements are to be in writing and signed by Consultant and Client prior to commencement of additional activities.

THE ABOVE DESCRIBED SCOPE OF WORK or ADDITIONALLY ATTACHED SCOPES OF WORK IS AGREED TO BY THE CLIENT AND THE CONSULTANT:

CONSULTANT

CLIENT

By _____
(Consultant Signature)

By _____
(Client Signature)

Title: _____

Title: _____

Date: _____

Date: _____

SAMPLE