

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 19, 2009

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B5200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR SQS, Inc. 13040 Merriman, Suite 200 Livonia, MI 48150-1816		TELEPHONE (734) 437-9652 Eric Thayer
		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
ethayer@callerg.com		
Contract Compliance Inspector: Denise Gruben (517) 335-4036 Hazardous Waste Management Services – DNR/DEQ/DELEG/DCH		
CONTRACT PERIOD: From: October 1, 2004 To: January 1, 2010		
TERMS	SHIPMENT	
2% 10 Days, Net 30	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective October 1, 2009, this Contract is hereby EXTENDED to January 1, 2010, per section I-B, Term of Contract.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per Vendor agreement (letter dated 9/14/09), and DMB Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$745,000.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

November 14, 2008

**CHANGE NOTICE NO. 6
 TO
 CONTRACT NO. 071B5200039
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE (734) 437-9652 Eric Thayer
SQS, Inc. 13040 Merriman, Suite 200 Livonia, MI 48150-1816 ethayer@callerg.com		
		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruben (517) 335-4036 Hazardous Waste Management Services – Department of Natural Resources		
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2009		
TERMS	SHIPMENT	
2% 10 Days, Net 30	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective October 1, 2008, this Contract is hereby EXTENDED to September 30, 2009, per section I-B of the contract which states:

“The State of Michigan is not liable for any cost incurred by any contractor prior to signing of a Contract by all parties. The activities in the proposed Contract cover the period October 1, 2004, through September 30, 2007, with 2 one-year options. The State fiscal year is October 1st through September 30th. The prospective Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.”

The vendor contact for this Contract has been changed to Eric Thayer. The vendor phone number is changed to (734) 437-9652. The e-mail address is ethayer@callerg.com.

AUTHORITY/REASON:

Per agency request (PRF dated 8/8/08), Vendor agreement (fax dated 11/11/08), and DMB Purchasing Operations’ approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$745,000.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

July 17, 2007

**CHANGE NOTICE NO. 5
 TO
 CONTRACT NO. 071B5200039
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR SQS, Inc. 7522 Baron Drive Canton, MI 48187		TELEPHONE Gene A. Cieply (734) 459-3800 Fax (734) 459-0021
		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
		Contract Compliance Inspector: Denise Gruben Hazardous Waste Management Services – Department of Natural Resources
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2008		
TERMS 2% 10 Days, Net 30	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective July 13, 2007, this Contract is hereby INCREASED by \$200,000.00. All other terms, conditions, and pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per agency request, Ad Board approval on 7/3/07, and DMB/Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$745,000.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

July 5, 2007

**CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B5200039
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE Gene A. Cieply (734) 459-3800 Fax (734) 459-0021
SQS, Inc. 7522 Baron Drive Canton, MI 48187		
		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruben Hazardous Waste Management Services – Department of Natural Resources		
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2008		
TERMS	SHIPMENT	
2% 10 Days, Net 30	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

**Effective July 5, 2007, this Contract is hereby EXTENDED through September 30, 2008.
 All other terms, conditions, and pricing not noted above shall remain the same.**

AUTHORITY/REASON:

**Per request of the Department of Natural Resources (PRF dated 6/15/07) and agreement
 of Contractor (FAX dated 7/5/07)**

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$545,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

February 6, 2007

CHANGE NOTICE NO. 3 (REVISED)
TO
CONTRACT NO. 071B5200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR SQS, Inc. 7522 Baron Drive Canton, MI 48187		TELEPHONE Gene A. Cieply (734) 459-3800 Fax (734) 459-0021
		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruben Hazardous Waste Management Services – Department of Natural Resources		
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2007		
TERMS 2% 10 Days, Net 30	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		

NATURE OF CHANGE (S):

Effective immediately, this Contract is hereby **INCREASED** by \$45,000.00 for Department of Community Health **ONLY**. All other terms and conditions remain the same.

AUTHORITY/REASON:

Per agency request, ad board approval and DMB/Purchasing Operations.

INCREASE: \$45,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$545,000.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

December 10, 2004

**CHANGE NOTICE NO. 2
 TO
 CONTRACT NO. 071B5200039
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE Gene A. Cieply (734) 459-3800 Fax (734) 459-0021	
SQS, Inc. 7522 Baron Drive Canton, MI 48187			
		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB	
Contract Compliance Inspector: Denise Gruben Hazardous Waste Management Services – Department of Natural Resources			
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2007			
TERMS	SHIPMENT		
2% 10 Days, Net 30	N/A		
F.O.B.	SHIPPED FROM		
N/A	N/A		
MINIMUM DELIVERY REQUIREMENTS N/A			

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby INCREASED by \$250,000.00. All other terms and conditions remain the same.

AUTHORITY/REASON:

Per DMB/Acquisition Services and agency contact (Dave Wahl).

INCREASE: \$250,000.00

Total Revised Estimated Contract Value: \$500,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 21, 2004

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B5200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR SQS, Inc. 7522 Baron Drive Canton, MI 48187	TELEPHONE Gene A. Cieply (734) 459-3800 Fax (734) 459-0021
	BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruben Hazardous Waste Management Services – Department of Natural Resources	
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2007	
TERMS <p style="text-align: center;">2% 10 Days, Net 30</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

NATURE OF CHANGE (S):

Effective immediately, both DEQ (761) and DLEG (641) are being ADDED as authorized users to this Contract.

AUTHORITY/REASON:

Per DMB/Acquisition Services and agency contact (Dave Wahl).

Total Estimated Contract Value Remains: \$250,000.00

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

October 7, 2004

NOTICE
TO
CONTRACT NO. 071B5200039
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR SQS, Inc. 7522 Baron Drive Canton, MI 48187	TELEPHONE Gene A. Cieply (734) 459-3800 Fax (734) 459-0021
	BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruben Hazardous Waste Management Services – Department of Natural Resources	
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2007	
TERMS <p style="text-align: center;">2% 10 Days, Net 30</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of ITB #071I4001187, this Contract Agreement and the vendor's quote dated 5/13/2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: **\$250,000.00**

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B5200039
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR SQS, Inc. 7522 Baron Drive Canton, MI 48187	TELEPHONE Gene A. Cieply (734) 459-3800 Fax (734) 459-0021 BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruben Hazardous Waste Management Services – Department of Natural Resources	
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2007	
TERMS <p style="text-align: center;">2% 10 Days, Net 30</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07114001187, this Contract Agreement and the vendor's quote dated 5/13/2004. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence. Estimated Contract Value: \$250,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07114001187. A Purchase Order Form will be issued only as the requirements of the Department of Natural Resources are submitted to Acquisition Services. Orders for delivery may be issued directly by the Department of Natural Resources through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.

FOR THE VENDOR:

FOR THE STATE:

SQS, Inc.

 Firm Name

 Authorized Agent Signature

 Authorized Agent (Print or Type)

 Date

 Signature
Lymon C. Hunter, CPPB

 Name
**Strategic Business Development
 Acquisition Services**

 Title

 Date

**ACQUISITION SERVICES
STATE OF MICHIGAN**

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Appendices

Appendix A - PRICING SHEET

DEFINITION OF TERMS

TERMS	DEFINITIONS
Contract	A binding agreement entered into by the State of Michigan resulting from a bidder's proposal; see also "Blanket Purchase Order."
Contractor	The successful bidder who is awarded a Contract.
DMB	Michigan Department of Management and Budget
Successful Bidder	The bidder(s) awarded a Contract as a result of a solicitation.
State	The State of Michigan For Purposes of Indemnification as set forth in section I-J, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.
Blanket Purchase Order	Alternate term for "Contract" used in the State's Computer system (Michigan Automated Information Network [MAIN])
Expiration	Except where specifically provided for in the Contract, the ending and termination of the contractual duties and obligations of the parties to the Contract pursuant to a mutually agreed upon date.
Cancellation	Ending all rights and obligations of the State and Contractor, except for any rights and obligations that are due and owing.
Work Product	Work Product means any data compilations, reports, and any other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by this Contract.



**SECTION I
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

I-A PURPOSE

This contract is for waste management services including asbestos consulting services and abatement for hazardous and non hazardous waste materials.

Contract awarded from this solicitation will be the following type:

-- Part lump sum/fixed price, part unit price

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any contractor prior to signing of a Contract by all parties. The activities in the proposed Contract cover the period October 1, 2004 through September 30, 2007 with 2 one-year options. The State fiscal year is October 1st through September 30th. The prospective Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

I-C ISSUING OFFICE

This contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, Department of Natural Resources (DNR). Where actions are a combination of those of Acquisition Services, DNR the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process, until such time as the Director of Acquisition Services shall direct otherwise in writing. See Paragraph II-C below. All communications concerning this procurement must be addressed to:

Lymon Hunter, CPPB
DMB, Acquisition Services
2nd Floor, Mason Building
P.O. Box 30026
Lansing, MI 48909
Email: hunterl@michigan.gov
Phone: 517-241-1145

I-D CONTRACT COMPLIANCE INSPECTOR

Upon receipt at Acquisition Services of the properly executed Contract Agreement, it is anticipated that the Director of Acquisition Services will direct that the person named below or any other person so designated be authorized to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of any Contract resulting from this Request implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Compliance Inspector for this project is:



Denise Gruben, Section Manager
Michigan Department of Natural Resources
Office of Land and Facilities, Design and Construction Section
PO Box 30033
Lansing, MI 48909
Email: GrubenD@michigan.gov
Phone: 517-335-4036

I-E COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of any Contract resulting from this Request. Total liability of the State is limited to the terms and conditions of any resulting Contract.

I-F CONTRACTOR RESPONSIBILITIES

The Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-G NEWS RELEASES

News releases pertaining to this document or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated.

I-H DISCLOSURE

All information in a bidder's proposal and any Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-I ACCOUNTING RECORDS

The Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

**I-J INDEMNIFICATION****A. General Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

B. Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement,



the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

I-K LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not be applicable for claims arising out of gross negligence, willful misconduct, or Contractor's indemnification responsibilities to the State as set forth in Section I-J with respect to third party claims, action and proceeding brought against the State.

I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-M WARRANTIES AND REPRESENTATIONS

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;



4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;

I-N TIME IS OF THE ESSENCE

The Contractor agrees that time is of the essence in the performance of the Contractor's obligations under this Contract.

I-O STAFFING OBLIGATIONS

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

The State and the Contractor agree that the following personnel are Key Personnel for purposes of this Contract:

All personnel are located at our offices at 7522 Baron Drive, Canton, Michigan. Staff will travel to the service location and remain until tasks are completed.

Mark C. Devine, Senior Project Manager, Designated Project Scientist
734.459.3800 Office
313.3500180 Cell

Note: The cell phone telephone numbers act as pagers when voice mail or numeric data is entered.

In addition to these telephone numbers, SQS operates a 24-Hour Answering Service that is engaged after 5:00 p.m. Monday – Friday and on Weekends. This system can be activated by calling the main office number 734.459.3800 and listening to the emergency number instructions or by dialing directly at 734.458.0291. The On-Call Project Manager will be able to assist.

**Other Personnel:**

Joel E. Gagnon, CPG, CP – Senior Geologist

Marc W. McDonald, Project Manager, Geologist, Investigations & Remediations

John McDonald CHMM - Vice President

Kevin T. Bean – Project Manager, Chemist

I-P WORK PRODUCT AND OWNERSHIP

1. Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.
2. Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein.
3. The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

I-Q CONFIDENTIALITY OF DATA AND INFORMATION

1. All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.
2. The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to



the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

I-R REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations as set forth in section I-Q of this Contract shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed.

Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-S CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

All insurance coverages provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF Acquisition Services, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget.

Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.



The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. Commercial General Liability with the following minimum coverages:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit
 - \$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy.

- ☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor’s business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.

- ☑ 3. Worker’s disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy’s coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers’ rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

- ☑ 4. Employers liability insurance with the following minimum limits:

- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease

I-T NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-U CANCELLATION



The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources.

All excess procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract. In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled. In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense



including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.

5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

I-V RIGHTS AND OBLIGATIONS UPON CANCELLATION

1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Compliance Inspector or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.
2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-W EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood,



earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable thereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaroud plans or other means.

I-X ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

I-Y DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the contract unless the Director of Acquisition Services has given written consent to the delegation.

I-Z NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting herefrom, the contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment,



because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-AA WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

I-BB MODIFICATION OF SERVICE

The Director of Acquisition Services reserves the right to modify this service during the course of this Contract. Such modification may include adding or deleting tasks that this service shall encompass and/or any other modifications deemed necessary.

Any Contract resulting from this RFP may not be revised, modified, amended, extended, or augmented, except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
3. If the State does not accept the Contractor's proposal, the State may:
 - a. withdraw its change request; or



- b. modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-CC NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor:

SQS, Inc.
7522 Baron Drive Canton, Michigan 48187
734.459-3800 734.459.0021

For the State:

Lymon Hunter, CPPB
 DMB, Acquisition Services
 2nd Floor, Mason Building
 P.O. Box 30026
 Lansing, MI 48909



Email: hunterl@michigan.gov
Phone: 517-241-1145

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-DD ENTIRE AGREEMENT

The contents of this document and the vendor's proposal will become contractual obligations, if a Contract ensues. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

The Contract resulting from this RFP shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-EE NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of a Contract resulting from this RFP shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-FF SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-GG HEADINGS

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

I-HH RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-II UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.



A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-JJ SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-KK GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-LL YEAR 2000 SOFTWARE COMPLIANCE

The Contractor warrants that services provided under this Contract including but not limited to the production of all Work Products, shall be provided in an accurate and timely manner without interruption, failure or error due the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, including leap year calculations. The Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom.

I-MM CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

I-NN STATEWIDE CONTRACTS

If the contract is for the use of more than one agency and if the goods or services provided under the contract do not meet the form, function and utility required by an agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.

I-OO ADHERANCE TO PM METHODOLOGY STANDARD

The State has adopted a standard, documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects.

This policy is referenced in the document titled "Project Management Methodology" – DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure by contacting the DMB Office of Information Technology Solutions. The State of Michigan Project Management Methodology can be obtained from the DMB Office of Project Management's website at <http://www.state.mi.us/cio/opm>.

The contractor shall use the State's PMM to manage State of Michigan Information Technology (IT) based projects. The requesting agency will provide the applicable documentation and internal agency



processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

I-PP ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

I-QQ TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 90 days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance. If the State cancels this Contract for cause, then the State will be entitled to off set the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

I-RR DISCLOSURE OF LITIGATION

1. The Contractor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.
2. The Contractor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years proceeding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of \$250,000 or which otherwise may affect the viability or financial stability of the Contractor, or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance.

Multiple lawsuits and or judgments against the Contractor or subcontractor, in any an amount less than \$250,000 shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.

3. All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Semi-annually, during the term of the Contract, and



thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.

4. Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:
 - a) the ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or
 - b) whether the Contractor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of Michigan or Federal law, regulation or public policy, then

The Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the Contractor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

5. The Contractor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of this Contract.

I-SS STOP WORK

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State



may receive and act upon a proposal submitted at any time before final payment under this Contract.

3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
5. An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.



SECTION II WORK STATEMENT

II-A BACKGROUND/PROBLEM STATEMENT

The Michigan Department of Natural Resources (MDNR) has approximately 250 facilities (See Attachment) statewide. These operating units periodically generate small quantities of both hazardous and non-hazardous waste materials which may require characterization, packaging, temporary storage, transportation, and disposal. Occasionally, hazardous and non-hazardous waste materials are abandoned on undeveloped MDNR owned and/or controlled lands in the state which require the same waste management services.

The waste materials managed under this contract are wastes which normally cannot be disposed of at local landfills for various reasons. This group of problem wastes includes, but is not limited to, such items as asbestos, PCBs, liquid industrial waste, rubber tires, fuel tanks, transformers, waste oil, pesticides, lead-acid batteries, and laboratory wastes.

The managers at these operating facilities are not necessarily knowledgeable in all the areas of waste management. Therefore, a need exists for consulting services in regard to the technical and regulatory elements of waste management.

II-B OBJECTIVES

The primary objective of this contract is to provide proper waste management services including asbestos consulting services and abatement for hazardous and non-hazardous waste materials, which are either generated by operating units or abandoned on properties under the control of the MDNR. These services include:

1. Providing program and facility managers with access to professional staff with expertise in all areas of waste management regulation and waste industry operations.
2. Providing assistance to MDNR managers to enable the development of operating systems and procedures to achieve practical regulatory compliance.
3. Providing MDNR managers with access to waste management services which ensure the proper characterization, packaging, transportation, temporary storage and disposal of hazardous and non-hazardous waste materials.

II-C TASKS

1. The contractor shall provide the following professional consulting services as requested by MDNR program and facility managers (upon the delegation of the Contract Compliance Inspector).
 - a. The contractor shall, when requested, confer with MDNR managers to provide information, advice, pricing estimates and written recommendations of facility specific waste management systems and procedures.
 - b. The contractor shall have on staff and make available to MDNR a regulatory compliance specialist with a college degree in a physical or biological science and not less than five years of professional experience in waste management regulatory compliance or a minimum of 15 years of experience in the waste management business. At a minimum, this regulatory specialist must have work experience in waste management activities under the following state and Federal statutes:



- The Natural Resources & Environmental Protection Act, 1994, PA 451, as amended (Act 451),
 - Part 111, Hazardous Waste Management;
 - Part 121, Liquid Industrial Wastes;
 - Part 115, Solid Waste Management;
 - Part 169, Scrap Tires;
 - Part 167, Used Oil Recycling;
 - Part 147, PCB Compounds, Part 201 and
 - Part 213, Underground Storage Tanks
 - Federal Toxic Substance and Control Act
 - Federal Resource Conservation and Recovery Act
 - Federal Hazardous Material Transportation Act
 - National Emission Standards for Hazardous Air Pollutants
 - OSHA
- c. The contractor shall when appropriate supply MDNR managers with printed materials which illustrate proper waste management processes and waste industry technology.
2. The contractor shall provide the following waste management services as requested by MDNR program and facility managers upon the delegation of the Contract Compliance Inspector.
- a. The contractor shall supply all staff, equipment, and supplies required for sampling waste materials which cannot be characterized by any other means. Sampling supplies shall include, but are not limited to, the following as is determined to be appropriate on a case specific basis:
1. 40cc VOA Vial
 2. 500cc Large Mouth Glass Bottle
 3. 1000cc Large Mouth Glass Bottle
 4. 500cc Large Mouth Polyethylene Bottle
 5. 1000cc Large Mouth Polyethylene Bottle
 6. Tube Samplers
 7. Throw away Samplers
 8. Sealable Plastic Bags
- b. The contractor shall analyze all samples collected utilizing the currently approved U.S. EPA methods for each of the selected test parameters. The contractor shall discuss with the requesting MDNR manager, the test parameters which are necessary to satisfy the requirements of available disposal facilities. The contractor shall supply to the MDNR manager all analytical results within three weeks after the sampling is conducted. In certain circumstances, special expedited turnaround may be requested by the MDNR project manager. (please put a table in wherever for expedited sampling turnaround times - 2 and 1 week). The results shall be submitted in a report format which describes at a minimum, the sample collection and analytical procedures employed, the nature of the waste material, disposal options available, and pricing for packaging, transport and disposal. All raw laboratory data shall be included as an appendix to the report.
- c. Chemical analysis shall include but are not limited to the following as is determined to be appropriate on a case specific basis:



Laboratory Analysis

- a. Corrosivity
 - 1. pH
 - 2. NACE Steel
 - b. Reactivity (Cyanide, Sulfide)
 - c. Ignitability
 - 1. Solid
 - 2. Liquid (Closed Cup Flashpoint)
 - d. Total Organic Carbon (TOC)
 - e. Total Organic Halogen (TOX)
 - f. Toxic Characteristic Leaching Procedure (TCLP) extraction only
 - Additional costs by analytical requirements
 - 1. Metals (10)
 - 2. Volatile Organic Compounds (VOC)
 - 3. Semi-Volatile Organic Compounds
 - 4. Herbicides
 - 5. Pesticides
 - g. Total Chlorine
 - h. Volatile Organics (Method 8010/8020)
 - i. PCB, solid
 - j. PCB, oil
 - k. PCB, water
 - l. Total Nickel
 - m. Total Thallium
 - n. BTU
- d. The contractor will supply staff, equipment and materials necessary to characterize hazardous waste products prior to disposal. Waste characterization shall include analyses for organics and inorganics and/or compatibility testing when appropriate.
- e. The contractor shall supply staff, equipment and materials to properly package and label waste products in accordance with U.S. Dept. of Transportation (DOT) requirements prior to shipment off-site. Hazardous waste containers must be labeled in accordance with applicable State and Federal requirements. Packaging materials shall include but are not limited to the following as is determined to be appropriate on a case specific basis:



1. Absorbent
 2. UN1A2 (DOT 17H) Drum
 3. UN1A1 (DOT 17E) Drum
 4. UN1H1 (DOT 34) Specifications Drum
 5. Recovery Drum
 6. Drum Liner
 7. 5 gal. Steel Pail
 8. 5 gal. Plastic Pail
- f. The contractor shall provide incidental storage for hazardous and non-hazardous waste materials when requested. Transporter facilities must have all applicable licenses and permits and meet all State and Federal requirements to incidentally store the waste types involved.
- g. The contractor shall prepare all necessary waste disposal approval forms and submit them with samples, if required, to an appropriate disposal facility.
- h. The contractor shall prepare in conjunction with the requesting MDNR manager all necessary waste manifests and notification/certification forms in accordance with Part 111 and RCRA, or any other applicable State and Federal Statute.
- i. The contractor shall provide all necessary staff and equipment for loading and transporting waste material to appropriate approved treatment, storage or disposal facilities. The contractor shall obtain and keep in force all licenses and permits including, but not limited to, licenses and permits for vehicles and equipment required for performance of the work described herein. Prior to final award, the prospective contractor and their subcontractor(s) will provide the State with copies of all required governmental licenses and permits for the transport of hazardous and non-hazardous waste materials.

Equipment used to transport waste material may vary in capacity and configuration depending on the waste character and quantity. Typical equipment used will include, but is not limited to the following:

Transportation (Driver & Vehicle)

- a. 3-Drum Truck
- b. 20-Drum Truck
- c. 40-Drum Truck
- d. 80-Drum Truck
- e. Tanker Truck
- f. Roll-Off Truck and Box

Per hour costs shall include vehicle and driver portal to portal.

3. The contractor shall secure all necessary services from currently licensed waste treatment and disposal facilities. Valid proof of facility licensing shall be provided to the MDNR prior to shipment. All waste materials handled hereunder will be disposed of only at such approved sites. Prior to signing of the contract, the contractor will provide the Contract Compliance Inspector with copies of all other required governmental licenses and permits for the treatment and disposal of hazardous and non-hazardous waste materials hereunder.

All waste treatment and disposal fees shall be quoted on an actual cost basis. The contractor shall submit an invoice to the appropriate billing location which reflects the actual cost of treatment and/or disposal, as charged by the facility providing the service, and the cost of any professional services required to obtain disposal which were not previously billed.



The professional services shall be billed at the rate established by the contract and a copy of the treatment or disposal facility's billing invoice shall be attached to the contractor's invoice.

The contractor shall deliver all waste for disposal within 30 days of the date final approval is received from the selected disposal facility.

4. The contractor shall provide the following asbestos management and consulting services:

- 1) Asbestos inspection
- 2) Asbestos management planning
- 3) Asbestos project administration
- 4) Asbestos project design
- 5) Asbestos instruction
- 6) In-house laboratory services for air samples using phase contrast microscopy (PCM) and for bulk samples using polarized light microscopy (PLM).

Inspectors, Management Planners, Project Designers, Project Administrators, and Instructors must be State of Michigan certified.

The on-site asbestos project administrator shall represent the State of Michigan in assuring a healthy, safe, and cost-effective abatement project. This responsibility includes the following:

- Monitoring abatement contractor personnel qualifications, work methods and results
- Ensuring compliance with State, Federal and local rules and regulations
- Air monitoring
- Documentation
- Communication with State of Michigan Contract Compliance Inspector

PCM sampling material, equipment and analysis costs will be included in the hourly fee for the Project Administrator. The Project Administrator will determine the appropriate sampling air methods to assure contractor health and safety, and building owner/occupant confidence. Air samples on each project shall include background, inside area, outside area, contractor STEL, contractor PEL and final clearance.

All communication with State of Michigan employees, tenants, and visitors regarding the abatement project, shall be directed through the Contract Compliance Inspector. The response time from contractor should be within 24 hours from agency notification. Questions from others will be answered with diplomacy and tact, referring to the project notification provided to key building contacts.

5. The contractor shall provide asbestos abatement services. The contractor will dispose of asbestos containing material removed in compliance with all State and Federal regulations. The contractor must also be a licensed asbestos abatement contractor or name a sub as their licensed agent and one of the two must maintain the license throughout the contract period. In addition, contractor must apply for and receive all permits, and/or notifications and meet all regulatory standards including payment of required fees.

6. The contractor shall secure laboratories with asbestos analysis capabilities that must successfully participate in the following:



- 1) The American Industrial Hygienists Association (AIHA), Proficiency Analytical Testing (PAT) Program
- 2) The National Voluntary Laboratory Accreditation Program (NVLAP) Bulk Sample Analysis Certification Program
- 3) An Inter-and Intra-Laboratory Quality Control Program per the 29 CFR 1926.1101 asbestos standard (three years minimum participation preferred)

PCM analysts must be trained according to the National Institute for Occupational Safety and Health (NIOSH) 582 course. Project Administrators must be equipped and trained to analyze PCM samples on-site.

7. The contractor must provide the following Analysis Reporting:
 - 1) Sample results by layer Sample visual and physical description
 - a) Inspector's description of homogeneous material, if necessary
 - b) Analyst's description of color, morphology
 - 2) Sample location
 - 3) Asbestos content
 - 4) Asbestos type
 - 5) Percentage and description of non-asbestos fiber (s)
 - 6) Amount of non-fibrous material
 - 7) Specific analysis method
8. The contractor shall be capable of providing Transmission Electron Microscopy (TEM) Services either in-house or through another accredited laboratory.
9. The contractor will submit the methods used for vinyl asbestos floor tile bulk sample analysis and air sample analysis (MIOASH or AHERA).
10. The contractor shall provide environmental services. This responsibility includes the following:
 - 1) Indoor air quality investigations
 - 2) General industrial hygiene investigations/inspections
 - 3) Lead inspection
 - 4) Lead risk assessment
 - 5) Lead supervision
 - 6) State of Michigan certified lead instruction
 - 7) Occupational safety and health related services, such as:
 - a) Health and Safety Program development
 - b) Health and Safety Program audit
 - c) Michigan Occupational Safety and Health Administration (MIOASHA) compliance.

Standard Protocols describing the environmental services and laboratory analysis shall be submitted with the bid, including appropriate laboratory accreditation of any sub-contract laboratories.

Persons with appropriate State of Michigan certifications and under the direct oversight of a person with an appropriate Certification as Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) must perform all services under this contract. For environmental emergencies, Contractor is expected to call the agency back within fifteen (15) minutes and onsite within an hour. Likewise, for rush abatement projects, the expectation is for the Contractor to be onsite overseeing a contractor within twelve (12) hours.



Demonstrated corporate proficiency and leadership in environmental services shall be provided and can be evidenced by a roster of satisfied clients, significant publications in professional journals, and documentation of the development of specialized tools and techniques required. The contractor must be able to provide test results for the following gases by direct read instrumentation:

Carbon Dioxide
Hydrogen Sulfide
Carbon Monoxide
Oxygen
Methane Gas (Lower explosive limit methodology is acceptable)

II-D PROJECT CONTROL AND REPORTS

I. Project Control

- a. The Contractor will carry out this project under the direction and control of the MDNR.
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet quarterly as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c. The Contractor will submit brief written quarterly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.
- d. Within five (5) working days of the award of the Contract, the Contractor will submit a work plan to the MDNR project director for final approval. This work plan must be in agreement with section IV-C subsection 2 as proposed by the contractor and accepted by the State for Contract, and must include the following:
 - (1) The Contractor's project organizational structure.
 - (2) The Contractor's staffing table with names and title of personnel assigned to the project. This must be in agreement with staffing of accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the State.
 - (3) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - (4) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

2. Reports



The contractor shall provide professional, concise and informative reports. They are to include, but are not limited to: project background and setting, copies of raw data analyses, summary tables, description of field methods, recommendations for future work, data relevance to statutory limits, discussion of findings, problems encountered, copies of field book pages, graphic depictions of data distribution on facility maps (Auto CADD). The contractor shall consult with the MDNR project manager on the number of report copies required (up to 4 and one of which may be in electronic format).

II-E PRICE

All prices/rates are firm for the duration of the Contract. No price changes will be permitted.

II-F CONTRACT PAYMENT

All invoices should reflect actual work done on a monthly basis for the prior month. Specific details of invoices and payments will be agreed upon between the Contract Compliance Inspector and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Acquisition Services, Department of Management & Budget. This activity will occur only upon the specific written direction from Acquisition Services.

II-G QUICK PAYMENT TERMS

SQS, Inc. agrees to the following payment terms that will reflect cost savings to the State based on an accelerated payment process of 2% discount off invoice if paid within 10 days, Net 30 days.

II-H COMPETITIVE BIDDING BY PROJECT

Two contracts have been established to meet the needs of the State. There are two thresholds for establishing vendor selection by project.

1. Projects under \$2,500.00

Agencies will be responsible for reviewing both vendor's contractual prices and an award decision will be based on the lowest total price.

2. Projects over \$2,500.00

Each individual hazardous waste services project will be solicited on a case by case basis by the agency and/or Acquisition Services. Those Contractor(s) who are awarded a contract will be given the opportunity to submit a competitive bid for each individual hazardous waste services project. The Contractor who offers the lowest total price to the State will be awarded a separate direct purchase order to perform the hazardous waste services for each individual project awarded.

In obtaining price quotes, both contractors will be contacted by the agency at the same time. The agency will give each contractor the same information required to quote the project. The following minimum response times will be used as criteria for selection. If one vendor does not respond within the timeframes below, the agency reserves the right to award to the other contractor if the contractor met the response time frames. The agency reserves the right to adjust the response times based on the individual project. These timeframes will be established and disclosed with the initial contact to the contractor.

Response Times:



1. Response time for initial call back from the contractor to the agency if direct contact is not possible on first call: **2 hrs**

2. Response time for contractor to submit price quote to agency: **24 hours by fax or e-mail**

II-I BUSINESS ORGANIZATION

Corporation Legal Name	SQS, Inc.
State of Incorporation	Michigan
Location and Mailing Address	7522 Baron Drive Canton, Michigan 48187
Telephone Number	734.459-3800
Facsimile Number	734.459.0021

Subcontractors

Laboratories (Chemical Analysis)

The following organizations have agreed to subcontract to SQS, Inc. in the area of chemistry and analytical requirements.

Lakeland Laboratories, Inc.

8290 Pettysville Rd.
Pinckney, MI 48169
(313) 946-4990
Contact: Lori White

Lakeland Laboratories, Inc. is a contract analytical laboratory. In addition to their laboratory analytical services, Lakeland will provide back up field activities staff for sampling services. This organization is capable of performing all laboratory analytical requirements requested in the proposal. The personnel at Lakeland are available in a variety of chemical consulting areas including advice on chain of custody procedures and quality control data interpretation. Lakeland is a registered corporation in the State of Michigan.

Novi Analytical Laboratories, Inc.

Certified Michigan Minority Business

24301 Catherine Industrial Road, Suite 122
Novi, MI. 48375
(248) 349-5155
Contact: Vishu Peketi

Novi Analytical Laboratories (NAL) is a contract analytical laboratory. In addition to their laboratory capabilities, NAL will provide back up field activities staff for sampling services. This organization,



incorporated in the State of Michigan, is capable of performing all laboratory analytical requirements requested in the proposal.

Asbestos Air Monitoring

EKS Environmental Consulting & General Contracting, L.L.C. Certified Michigan Minority Business

2990 W. Grand Boulevard, Suite 410
Detroit, MI. 48202
(313) 758-0602
Contact: Jim Cesarz

EKS Environmental Consulting & General Contracting, L.L.C is a full service industrial hygiene firm. This organization, incorporated in the State of Michigan, is fully licensed and insured to conduct work in the State of Michigan. EKS will be utilized under subcontract to provide asbestos abatement project management and design services along with air monitoring.

Asbestos and Lead Abatement

Next Generation Environmental, Inc.
10750 Martz Road
Ypsilanti, MI. 48197
(734) 485-4855
Contact: Douglas Mehki

Next Generation Environmental, Inc. is a full service asbestos and lead abatement contractor. This organization, incorporated in the State of Michigan, is fully licensed and insured to conduct work in the State of Michigan.

Asbestos Bulk Analysis

APEX Research, Inc.
11054 Hi Tech Drive
Whitmore Lake, MI. 48189
(734) 449-9990
Contact: Robert T. Letarte Jr.

Apex Research, Inc. is a contract analytical laboratory. This organization, incorporated in the State of Michigan, is capable of performing all asbestos laboratory analytical requirements requested in the proposal.

Lead Inspection/Assessment

**Hazardous Materials Management**

24154 Manila
Clinton Township, MI. 48035
(586) 498-9510
Contact: Vince Runde

Hazardous Materials management, a Michigan Corporation will provide professional lead inspection and hazard assessment services. All services will be provided by a certified lead/risk assessor.

Disposal and Recycling

The disposal facilities specified below are those facilities with which we have a working relationship that is based upon quality business practices. We can routinely count on these facilities to assist SQS in the successful completion of waste management projects. These facilities represent a wide range of disposal capabilities including, incineration, chemical treatment, non-hazardous solids landfilling, solvent recycling, lamp recycling, mercury retorting, hazardous waste landfilling, solidification, recycling via supplemental fuel blending, solvent recycling, polychlorinated biphenyl disposal, and oil recycling. SQS, Inc. will utilize other facilities at the request of MDNR or if special needs arise subject to final approval by MDNR and DM&B.

Allied Waste Industries, Inc.

5305 Lilley Road
Canton, MI 48188
734.397.2790
MIP 000 000 218

Chemical Analytics, Inc.

29959 Beverly Rd.
Romulus, MI 48174
734.326.9400
MID 985 568 021

Environmental Recycling, Inc.

527 East Woodland Circle
Bowling, Green, OH 43402
419.354.6110
OHR 000 034 025

EQ - The Environmental Quality Company

Michigan Disposal Waste Treatment Plant



49350 N. Service Drive
Belleville, MI 48111
734.697.7830
MID 000 724 831

EQ - Resource Recovery, Inc.

36345 Van Born Road
Romulus, MI 48174
734.326.3100
MID 060 975 844

EQ - Wayne Disposal Site No. 2

49350 N. Service Drive
Belleville, MI 48111
734.697.7830
MID 048 090 633

General Oil Company

12680 Beech Daly Road
Redford, MI 48239
313.535.2530
MID 047 189 568

Onyx Special Services, Inc.

1275 Mineral Springs Drive
Port Washington, WI 53704
262.284.6855
WID 988 566 543

**II-J BIDDER'S AUTHORIZED EXPEDITOR**

The Contract Expediter and Alternate Expediter for this contract are presented below.

Expeditor: Gene 734.459-3800
President Principal

Alernate: Mark C. Devine 734.459.3800
Senior Project Manager

Note: The cell phone telephone numbers act as pagers when voice mail or numeric data is entered.

II-K TECHNICAL WORK PLANS**Waste Management**

Since this is a task order contract, it is difficult to predict the precise details of the technical work plan that may apply to the variety of anticipated waste management activities. It is best to provide a sample project that is complete in nature for what can be considered a "routine" waste management request. For example, two (2) drums containing a liquid material are found on State land. The containers are unmarked and the nature of the contents is not known. The MDNR representative would contact the SQS, Inc. Project Scientist or Expeditor to describe the problem and request service.

SQS, Inc. would then dispatch a chemical technician and a licensed waste-hauling vehicle to the location. The waste materials would be sampled, generically identified, repackaged if necessary, labeled, and transported. All materials and safety equipment would be provided by SQS, Inc. Appropriate shipping documents and/or manifests would be prepared by the technicians under the direction of a Project Manager. DOT markings and DOT hazard labels would be placed on the shipping containers prior to transportation to the incidental storage location.

SQS, Inc. would determine appropriate chemical and physical analysis parameters for characterizing the waste. The sample would then be transported to a laboratory for analysis. After laboratory data is received, the waste would be characterized in accordance with the waste characterization requirements of P.A. 451 and RCRA. Disposal approval documents would be prepared, offered to the MDNR representative for review and signature prior to submittal to the identified disposal facility permitted to process the waste. Upon receipt of the disposal approval, the waste material would be transported to a permitted facility for disposal/recycling.

This procedure is typical of what we find in a waste management request. SQS, Inc. will assume all or a portion of the activities described above based upon the level of involvement requested by the MDNR contact.



It is important to understand that SQS, Inc. realizes that the ultimate goal is a safe and legal disposal of the material, which requires management. A waste management transaction is not complete until the material is delivered to the disposal facility approved by the client.

We have performed these tasks successfully each time they were requested during the nine (9) years that we previously held this contract.

Typical Waste Management Project Schedule:

Authorization to Proceed to Project Start – 1 to 5 days
Disposal Approval and Document Preparation – 1 to 2 weeks
On-site Activities – 1 to 5 days
Laboratory Results – 5 to 7 business days
Final Report Submittal – 1 week within completion of project

Asbestos Building Inspections

Asbestos pre-demolition/renovation building inspections are required under Code of Federal Regulations (CFR) Title 40, Part 61 and under the Asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP) final rules. The health hazard associated with asbestos-containing materials is determined by the friability of the material.

The inspections include a physical inspection of the structure(s), selective sampling for suspected asbestos-containing materials in the structure(s). Areas inspected include, but are not limited to roofing, flooring, walls, ceilings, attics, crawlspaces, windows, doors, plumbing, electrical and miscellaneous fixtures and materials.

Bulk samples of suspected asbestos-containing building materials are collected from randomly selected areas of the structure(s) and submitted for analysis by Polarized Light Microscopy (PLM), EPA Method 600/R-93/116.

Typical allocated staff for an asbestos building inspection is a State of Michigan Certified Building Inspector. The amount of hours allocated for each task varies depending on the location of the site, number of structures at each site, and the type of structure being inspected. The only state resources required for the inspections are the provision of a unit supervisor or staff to provide access to the sites.

Typical Asbestos Building Inspection Project Schedule:

Authorization to Proceed to Project Start – 1 week
On-site Inspection – 1 day
Laboratory Results – 5 to 7 business days
Final Report Submittal – 1 week within receipt of analytical results

Asbestos Abatement Services

All asbestos abatement projects are managed by State of Michigan licensed Management Planner/Project Designer personnel who ensure that the asbestos abatement project is conducted in accordance with all applicable regulations. Asbestos abatement activities are completed by a State of Michigan licensed Asbestos Abatement Contractor. The contractor's competent person and workers are accredited through the State of Michigan's Department of Consumer & Industry Services and have all the required training and medical surveillance documentation.

All abatement activities are conducted in accordance with project design documentation and in accordance with the regulations contained in United States Environmental Protection Agency's National Emission Standards for Hazardous Air Pollutants (NESHAPS) [40CFR, Part 61, Subpart M] and the Occupational Safety and Health Administration's Asbestos Standard for Construction [29CFR, 1926.1101].

The management planner and on-site air monitoring personnel conduct continuous project supervision throughout the project and conduct personal exposure monitoring and area air sampling during the abatement. Clearance air samples are collected at the completion of the abatement activities. The air samples are analyzed using Phase Contrast Microscopy (PCM) in accordance with NIOSH 7400 methodology. Upon completion of the abatement project a report is generated from the following items: project design documentation; daily reports; air monitoring reports, waste manifests, and the asbestos abatement contractor documentation.

Typical allocated staff for an asbestos abatement project includes the designated Project Manager, State of Michigan licensed Management Planner/Project Designer, and a State of Michigan licensed Asbestos Abatement Contractor. The amount of hours allocated for each task varies depending on the location of the site, number of structures at each site, amount of asbestos-containing material to be removed, and the type of structure being abated. The only state resources required for the abatements are the provision of a unit supervisor or staff to provide access to the sites and the provision of water and electricity should they be available at the abatement sites.

Typical Asbestos Abatement Project Schedule:

Authorization to Proceed to Project Start – 2 week, notification require 3 weeks

On-site Abatement – 1 to 5 days

Final Report Submittal – 1 week within receipt of asbestos wastes disposal

Underground Storage Tanks

SQS, Inc. is a Qualified Consultant (QC Number Z0355) certified by the State of Michigan to perform underground storage tank (UST) site assessments, UST removals, risk-based corrective action (RBCA) investigations, compliance analysis, and certified site closures. Certified Underground Storage Tank Professionals (CP) manage all of the UST projects conducted by SQS, Inc



The work plan described herein is the SQS, Inc. standard scope of work for overseeing UST removal activities and preparing the standard MDEQ WHMD *Site Assessment Report* for non-release situations and *Closure Report* for release situations.

Non-release Situation UST Removal

SQS, Inc. will prepare and submit the MDEQ WHMD 30-day Intent of Removal, Closure or Change-in-Service of USTs EQP3824 form for all regulated USTs. For all non-regulated USTs, this form is not required.

Upon completion of the regulated UST removal and site assessment, SQS, Inc. will prepare the amended Registration Form (EQP 3821) for submittal to the MDEQ WHMD.

SQS, Inc. will conduct with in-house personnel the UST removal and soil excavation activities which include: mobilization to the site; empty product and vent piping of all liquids and sludge, remove and dispose of piping; excavate, remove and dispose of the UST(s); clean and containerize tank bottom sludge, transport and dispose; backfill, compact, and prep the area with clean sand. Prepare documentation and acquire disposal approvals for any remaining product and de minimis contaminated soil.

An evaluation will be performed of the open UST, vent line and product line excavation samples using sensory observations and screening using a field photoionization detector (PID) to ascertain whether a release has occurred from the UST system.

In the event that a release has not occurred, discrete soil samples are collected from the floor of the excavation at either end of the UST (two soil samples total). If groundwater is encountered during removal of the USTs, a groundwater sample is collected from the excavation floor in lieu of the two floor excavation soil samples.

Upon completion of the UST removal and assessment an MDEQ WHMD UST Site Assessment Report is completed and submitted to the appropriate MDEQ WHMD office.

Release Situation UST Removal

If at the time the UST system is removed a release is identified the MDEQ WHMD requires notification within 24 hours of discovery of the release.

In the event that a release has occurred, additional discrete soil samples are collected from the floor of the UST excavation and from each wall of the UST excavation to assess the severity of the release. If groundwater is encountered during removal of the UST, groundwater samples are collected from the excavation floor in lieu of the floor excavation soil samples.

Upon review of the results of the laboratory analyses, recommendations are provided regarding the most appropriate course of action with proposed additional costs for further site characterization requirements.



If the results of the site characterization sample analyses indicate that the site qualifies for closure pursuant to a Tier 1 Risk-based Corrective Action (RBCA) assessment, an MDEQ WHMD Closure Report is prepared and submitted to the appropriate MDEQ WHMD office.

Typical allocated staff for a UST assessment and removal project includes the designated Project Manager, Field Geologist to conduct assessment, Heavy Equipment Operator and Field Technician. The amount of hours allocated for each task varies depending on the location of the site, number of USTs at each site, regulated and/or non-regulated USTs, amount of impacted resources to be assessed and removed, and whether a release was suspected and/or confirmed at the site. The only state resources required for the UST assessments and removals are the provision of a unit supervisor or staff to provide access to the sites and the provision of water and electricity should they be available at the UST sites.

Typical Underground Storage Tanks Assessment and Removal Project Schedule:

Authorization to Proceed to Project Start – 1 week, notification requires 2 weeks

On-site Assessment and Removal – 1 to 7 days

Laboratory Results – 5 to 7 business days

Final Report Submittal – 2 weeks within receipt of analytical results

Phase I & II Environmental Site Assessments

Phase I ESA are performed in conformance with the scope and limitations of ASTM Practice E 1527-00 (ASTM Standard) which defines good commercial and customary practice for conducting environmental site assessments. This practice is intended to permit a user to satisfy one of the requirements to qualify for the “*innocent landowner*” defense to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 liability. CERCLA imposes strict liability on property owners for costs associated with the clean up of hazardous substances. However, according to provisions in the Superfund Amendments and Reauthorization Act of 1986 (SARA), “*innocent landowners*” that have exercised “*due diligence*” in investigating the environmental conditions of a site have a legal defense against litigation for an environmental liability.

The objective of the Phase I ESA will be to evaluate the site for indications of *recognized environmental conditions*. Pursuant to the ASTM Standard, the term *recognized environmental conditions* means the “presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property.” SQS, Inc. provides the following scope of work as part of the Phase I ESA: physical setting review; site historical research; regulatory information research; site reconnaissance and interviews; and a Phase I ESA Report. The Phase I ESA Report consists of an executive summary, introduction, site description, historical research information, regulatory research information, site reconnaissance information, a site map, aerial photographs, topographic maps, other figures and/or drawings used as part of the Phase I ESA, photographs, findings, conclusions, and recommendations for additional investigation, if warranted.



The purpose of a Phase II ESA is to investigate areas of a site at, which *recognized environmental conditions* (RECs) are identified in a Phase I Environmental Site Assessment (Phase I ESA). In addition, the results of the Phase II will determine whether the site can be considered a “Facility” pursuant to the definition outlined in Part 201 of the Michigan Natural Resources and Environmental Protection Act (NREPA) 1994 PA 451, as amended.

Typical allocated staff for a Phase I ESA project includes the designated Project Manager, and Research/Field Technician. The amount of hours allocated for each task varies depending on the location of the site, current use of the site, size of the site, and if there are additional requirements beyond the ASTM Standard. The only state resources required for the Phase I ESA is the provision of a unit supervisor or staff to provide access to the sites and the provision of all documents the State has in possession for review.

Typical Phase I ESA Project Schedule:

Authorization to Proceed to Project Start – 1 week

On-site Inspection – 1 to 2 days

Final Report Submittal – 3 weeks from receipt of authorization to proceed

The following is a typical example of what SQS, Inc. provides as part of a Phase II Environmental Site Assessment.

Subsurface soil borings are performed in proposed locations of the subject property to an approximate depth below grade level (bgl). The borings are performed using a direct-push hydraulic probe in accordance with Michigan Department of Environmental Quality (MDEQ) sampling protocols. Each soil sample is evaluated in the field for evidence of impact using visual sensory observations and a photo-ionization detector (PID). One to two soil samples are typically collected from each boring and considered for laboratory analysis. The soil samples are collected from either the interval exhibiting the greatest field evidence of impact or from the interval having the greatest potential to be impacted (i.e. the water table). If groundwater is encountered, groundwater samples are collected and considered for analyses.

The soil and groundwater samples are submitted for laboratory analysis for site specific parameters depending on the contaminant of concern by U.S. EPA SW846 Methodology.

Subsequent to the receipt of the laboratory analytical results, a Phase II Report is prepared. The report provides a summary of the field activities and observations and an interpretation of the results of the investigation activities performed at the subject property. The data analysis will include a comparison of the results of the laboratory analyses with the Natural Resources Environmental Protection Act (NREPA), 1994 PA 451, as amended, Part 201 Generic Cleanup Criteria and Screening Levels for soil and groundwater.



Typical allocated staff for a Phase II ESA project includes the designated Project Manager, Field Geologist and a Technician. The amount of hours allocated for each task varies depending on the location of the site, number of recognized environmental conditions to be investigated, size of the site, and the number and type of samples to be collected. The only state resources required for the Phase II ESA are the provision of a unit supervisor or staff to provide access to the sites.

Typical Phase II ESA Project Schedule:

Authorization to Proceed to Project Start – 1 week

On-site Assessment Activities – 1 to 5 days

Laboratory Results – 5 to 7 business days

Final Report Submittal – 2 weeks within receipt of analytical results

Phase III Environmental Remediation

Upon completion of the Phase I and Phase II Environmental Site Assessments, Phase III Environmental Remediations are conducted to abate or reduce the contamination at identified sites. SQS, Inc. has extensive experience in investigating and conducting remedial activities at contaminated sites, which presented the simplest form of remediation and site closure (dig and haul) to the more complex forms of in-situ remediations such as groundwater treatment systems. The dig and haul projects involved the tasks of contaminated media sampling, analysis, delineation of the extent of contamination, removal and disposal of the contaminated media, verification sampling, and submittal of closure reports. Many of the projects involved the formulation of remedial action plans (RAPs), corrective action plans (CAPs), and site-specific work plans which required the approval of the Michigan Department of Environmental Quality and the Environmental Protection Agency.

Typical allocated staff for a Phase III Environmental Remediation project includes the designated Project Manager, Senior Geologist and In-Situ Remediation Engineer to conduct assessments and design of remedial systems, Heavy Equipment Operator and Field Technician to assist in the installation of the treatment systems. The amount of hours allocated for each task varies depending on the location of the site, type of remediation proposed for the site, amount of impacted resources to be remediated and/or removed, and what is the projected duration of the remedial process. The only state resources required for the Phase III Environmental Remediation are the provision of a unit supervisor or staff to provide access to the sites, the provision of water and electricity should they be available at the sites, access agreements, and available site plans.

Typical Phase III Environmental Remediation Project Schedule:

Authorization to Proceed to Project Start – 1 to 2 weeks

On-site Remedial Activities – Dig & Haul -1 to 14 days,

Complex In-Situ Systems - days to years

Laboratory Results – 5 to 7 business days

Report Submittal – 3 weeks within receipt of analytical results

Baseline Environmental Assessments (BEA)

SQS, Inc. has completed BEAs for clients for purposes of documenting the existing environmental status of properties involved in a transaction. The BEA completed by SQS, Inc. is prepared as a result of the findings of the Phase I & II ESA investigations performed on the subject properties. Depending upon the intended future use of the property, different categories of BEAs are prepared. SQS, Inc. has completed category N, D, and S BEAs. A category N BEA is prepared when there will be no future significant hazardous substance(s) use on the property. A category D BEA is prepared when the hazardous substance(s) to be used on the property is(are) different than the hazardous substance(s) known or likely to be property contaminants. A category S BEA is prepared when one or more of the hazardous substance(s) to be used on the property is the same as a hazardous substance known or likely to be a property contaminants.

Typical allocated staff for a BEA project includes the designated Project Manager, and Research/Field Technician. The amount of hours allocated for each task varies depending on the category of the BEA, N being the least complex to S being the most complex, and whether a due care plan is included with the BEA. The only state resources required for the BEA is a State Project Manager familiar with the site to provide all necessary direction and documents requested.

Typical Baseline Environmental Assessments (BEA) Project Schedule:

Authorization to Proceed to Project Start – 1 to 2 days

Final Report Submittal – 3 to 4 weeks from receipt of authorization to proceed

Lake and River Sediment Studies

SQS, Inc. provides the sampling, laboratory analyses, and reporting of sediment testing data required for the State's permit authorization to dredge rivers, inland lakes, boating access ramps, and marinas located on the Great Lakes.

A mobile marine field unit is dispatched to the sediment testing area of the designated dredging location to typically collect six (6) sediment samples. The sediment samples are collected at predetermined locations within the proposed dredge area. The sediment samples are collected from the mobile marine field unit utilizing a hand core sediment sampler with internal discrete poly liners equipped with core catchers.

The sediment samples are placed into pre-cleaned certified sample containers, placed on ice in a cooler and transported under strict chain of custody protocol for laboratory analyses. Each sediment sample is submitted for analysis of grain size by ASTM Method C117 & C136 for determining the physical properties and mass percentage of retained sediments.



Pursuant to Michigan Department of Environmental Quality Rule 118 requirements, *“if bottom sediments are less than 95 percent sand, then the discrete samples have to be analyzed separately for polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PNAs) and 12 common metals (arsenic, barium, cadmium, chromium, copper, lead, manganese, mercury, nickel, selenium, silver, and zinc).”*

Subsequent to the receipt of the sieve grain size analytical results, each sediment sample is submitted for additional total concentrations analysis of PCBs by U.S. EPA Method SW846-8082, PNAs by U.S. EPA Method SW846-8270, and total metals by U.S. EPA SW846 7000 series methods, if required.

The results of the additional total concentrations laboratory analysis performed on the submitted sediment samples are then compared to the Michigan Department of Environmental Quality Waste Management (MDEQ WMD) applicable Review Criteria and Detection Limits for Metals, PNAs and PCBs presented in R 299.5711.

If a sample concentration for a given parameter exceeds the applicable criteria, a leachate test shall be performed upon authorization using the Toxicity Characteristic Leaching Procedure (TCLP) extraction or the Synthetic Precipitation Leaching Procedure (SPLP).

A written report of sample locations, diagrams, sample depths, number of grab samples composited, total samples obtained, and analytical results is prepared and submitted for the agency’s use.

Typical allocated staff for lake and river sediment studies project includes the designated Project Manager, and Field Sampling Technicians. The amount of hours allocated for each task varies depending on the location of the site, number of sampling points, type of sediment being sampled and the time of year the sampling is conducted. The only state resources required for the Lake and River Sediment Studies is the provision of a unit supervisor or staff to provide access to the sites.

Typical Lake and River Sediment Studies Project Schedule:

- Authorization to Proceed to Project Start – 1 to 2 weeks
- On-site Sampling Activities – 1 to 2 days
- Laboratory Results – 5 to 7 business days
- Final Report Submittal – 1 week within receipt of analytical results

Lead Inspections

A lead based paint inspection is used to determine the presence and location of lead based paint. The inspection will be conducted using a Niton XL-309 XRF lead detector. Each unit will be inspected following EPA, HUD and Michigan rules and guidelines.



The lead inspection report will cover the following information: date of each inspection; address of building; date of construction; name, address, and telephone number of the owner or owners of each residential dwelling or child-occupied facility; name, signature, and certification number of each certified inspector and/or risk assessor conducting testing; name, address, and telephone number of the certified firm employing each inspector and/or risk assessor, if applicable; each testing method and device and/or sampling procedure employed for paint analysis, including quality control data and, if used, the serial number of any x-ray fluorescence (XRF) device; specific locations of each painted component tested for the presence of lead-based paint, and; the results of the inspection expressed in terms appropriate to the sampling method used.

Lead Risk Assessment

A visual inspection will be part of the services that help assess the risk of exposure to lead dust. An attempt will be made to determine factors that might contribute to the deterioration of the paint.

Where children 6 years of age and younger live, dust wipes will be taken from the windows and floors in living areas where the children could be exposed to lead dust. Recommendations will be made to control or abate lead hazards that are identified.

Where construction, repairs or abatement work is done in areas containing lead based paint, clearance sampling will be conducted to assure that a lead dust hazard has not been created.

The lead risk assessment report will cover the following information: date of assessment; address of each building; date of construction of buildings; name, address, and telephone number of each owner of each building; name, signature, and certification of the certified risk assessor conducting the assessment; name, address, and telephone number of each laboratory conducting analysis of collected samples; results of the visual inspection; testing method and sampling procedure for paint analysis employed; specific locations of each painted component tested for the presence of lead; all data collected from on-site testing, including the serial number of any XRF device used; all results of laboratory analysis on collected paint, soil, and dust samples; any other sampling results; any background information collected; a description of the location, type, and severity of identified lead-based paint hazards and any other potential lead hazards, and; a description of interim controls and/or abatement options for each identified lead-based paint hazard and a suggested prioritization for addressing each hazard.

Lead Abatement Clearance Sampling

After any abatement work or remodeling, SQS, Inc. will come out to the property and do a visual inspection and obtain dust wipe samples to verify that any and all lead dust created by work performed at the site has been cleaned to levels specified by EPA, HUD and Michigan.

All dust wipe samples will be taken at least 1 hour after all work and cleanup on the area to be cleared has ceased. The number of samples taken will depend on the amount of work conducted at each unit. A brief letter will be returned with the laboratory results that summarizes the laboratory findings.



Typical allocated staff for lead inspections and lead assessments projects includes the designated Project Manager and Certified Inspector and/or Risk Assessor. The amount of hours allocated for each task varies depending on the location of the site, number of structures at each site, and the type of structure being inspected. The only state resources required for the inspections are the provision of a unit supervisor or staff to provide access to the sites.

Typical Lead Inspections and Lead Assessments Project Schedule:

Authorization to Proceed to Project Start – 1 to 2 weeks

On-site Sampling Activities – 1 to 2 days

Laboratory Results – 5 to 7 business days

Final Report Submittal – 1 week within receipt of analytical results

II-L SECURITY

SQS has a Written Hazardous Materials Transportation and facility Security plan as required under Department of Transportation 49 CFR Part 172. This plan incorporates background checks for personnel, methods to maintain the security of hazardous materials in transit, emergency communications, and training.

Background checks are managed by our corporate legal counsel, Hainer and Berman, P.C. to assist us in insuring that the constitutional rights of our staff are not violated.

Training requirements have been completed for all staff. We also issue a photo identification badge for all employees. This badge is updated annually with certifications along with an expiration date.

SQS will comply with the security access requirements of each State facility.

II-M ITEM LISTING

Please see attached spreadsheet Appendix A for pricing.

Hazardous Waste Services

APPENDIX A - PRICING SHEET - SQS, Inc.

Description of Services	Unit of Measure	Hour	\$	60.00
1. Professional Consulting Services				
2. Waste Sampling				
<p>Waste Sampling could include but is not limited to the following items: Abandoned Drums, Transformers, Lab Waste, Free Product, Shop Waste, Miscellaneous Dumped Material, Waist Paint, Sediment, Subsurface and Surface Soil, Gridded Sample Analyses, Groundwater, Lead Sampling at Shooting Ranges.</p>				
a. Hazardous Waste Technician	Hour		\$	37.00
1. OSHA/EPA Level D Protection	Person		\$	-
2. OSHA/EPA Level C Protection	Person		\$	15.00
3. Confined-Space Crew (3-person) & Equipment	Hour		\$	196.00
b. Materials / Supplies (for the majority of projects)				
1. 40cc VOA Vial	Each		\$	-
2. 500cc Large Mouth Glass Bottle	Each		\$	-
3. 500cc Large Mouth Polyethylene Bottle	Each		\$	-
4. Disposable Sample Tubes/Syringes	Each		\$	-
5. Materials / Supplies Not Specified incl. Additives	Cost + (%)			7%
c. Disposal of waste	Cost + (%)			7%
<p>Price quoted includes communication and correspondences (report).</p>				

Hazardous Waste Services

APPENDIX A - PRICING SHEET - SQS, Inc.

Description of Services	Unit of Measure	Price
3. Laboratory Analysis		
a. Corrosivity	Each	\$ 12.00
b. Reactivity (Cyanide, Sulfide)	Each	\$ 57.00
c. Ignitibility	Each	\$ 29.00
d. Toxicity (TCCLP)		
1. Michigan 10-Metals	Each	\$ 149.00
2. Volatile Organic Compounds	Each	\$ 149.00
3. Semi-Volatile Compounds	Each	\$ 161.00
4. Herbicides & Pesticides	Each	\$ 218.00
5. PCB's	Each	\$ 57.00
6. Rush Analysis (24-Hour)	Cost + (%)	100%
7. Rush Analysis (48-Hour)	Cost + (%)	50%
8. Analyses Not Specified	Cost + (%)	10%
4. Packaging And Labeling		
a. Hazardous Waste Technician	Hour	\$ 37.00
b. Materials		
1. Absorbent Clay (25-lb.)	Each	\$ 3.85
2. UN1A2 Steel Drum (10-55-gallon)	Each	\$ 40.00
3. UN1A1 Steel Drum (10-55-gallon)	Each	\$ 29.00
4. UN1H1 Polyethylene Drum (20-55-gallon)	Each	\$ 27.60
5. Recovery Drum, Steel (85-gallon)	Each	\$ 85.00
6. Recovery Drum, Polyethylene (95-gallon)	Each	\$ 143.75
7. Pail, Steel, 5-gallon	Each	\$ 4.31
8. Pail, Polyethylene, 5-gallon	Each	\$ 8.00
9. Fiber Box, 5-10-gallon	Each	\$ 16.50
10. Drum Liner	Each	\$ 8.90
11. UN Y-Rated Cubic Yard Box	Each	\$ 66.70

Hazardous Waste Services

APPENDIX A - PRICING SHEET - SQS, Inc.

Description of Services	Unit of Measure	
5. Preparation and Submittal of Waste Profile Forms	Each	\$ 45.00
6. Preparation of Manifests and Notification/Certification Forms	Each	\$ 25.00

7. Transportation (Driver & Vehicle)

Schedule of Transportation Rates - in each column enter the flat rate for dedicated pick-up and consolidated pick up, round trip, from your nearest dispatch location to each MDNR region

SQS

LOCATION	3 Drum Truck	20 Drum Truck	40 Drum Truck
a. Region 1	Region 1 - Upper Peninsula		
Consolidated Rate	\$ 450.00	\$ 585.00	\$ 695.00
Dedicated Rate	\$ 900.00	\$ 1,170.00	\$ 1,450.00
b. Region 2	Region 2 - Northern Lower Peninsula down to US10		
Consolidated Rate	\$ 275.00	\$ 345.00	\$ 395.00
Dedicated Rate	\$ 500.00	\$ 650.00	\$ 795.00
c. Region 3	Region 3 - South of US10		
Consolidated Rate	\$ 220.00	\$ 285.00	\$ 330.00
Dedicated Rate	\$ 420.00	\$ 565.00	\$ 645.00

d. Vacuum/Pumper Truck (< 3000-gallons)	Hour	\$ 85.00
e. Vacuum/Pumper/Tanker Truck (> 3000-gallons)	Hour	\$ 105.00
f. Roll-Off Truck	Hour	\$ 115.00
g. Roll-Off Box Rental (20-cu. yd.)	Day	\$ 15.00

Hazardous Waste Services

APPENDIX A - PRICING SHEET - SQS, Inc.

Description of Services	Unit of Measure	
8. Operated Equipment (4-Hr. Minimum)		
a. Backhoe	Hour	\$ 75.00
b. Bobcat/Skidsteer	Hour	\$ 35.00
c. Dump Truck, 24-cu. yd.	Hour	\$ 65.00
d. Dump Truck, 40-cu. yd.	Hour	\$ 75.00
e. Excavator, Medium	Hour	\$ 105.00
f. Geo-Probe Unit	Hour	\$ 110.00
g. Wet/Dry Vactor Unit	Hour	\$ 114.00
9. Non-Operated Equipment		
a. All-Terrain Vehicle	Day	\$ 125.00
b. Boat, 16'	Day	\$ 180.00
c. Combustible Gas Monitor	Day	\$ -
d. Air Compressor	Day	\$ -
e. Cutting Torches w/Gasses	Day	\$ 10.00
f. Forklift Truck, 5000-lb.	Day	\$ 660.00
g. Portable Tank, 350-gallon	Day	\$ 10.00
h. Pressure Washer Unit, 4,000-psi	Day	\$ 195.00
i. Generator, 5000W	Day	\$ 75.00
j. Jackhammer	Day	\$ 12.00
k. Mobile Spill Response Trailer	Day	\$ 100.00
10. Drilling Subcontractor (2 person crew/day incl materials by foot of well drilled), well abandonment	Cost + (%)	10%
11. Subcontractor or Equipment & Services Not Specified	Cost + (%)	10%

Hazardous Waste Services

APPENDIX A - PRICING SHEET - SQS, Inc.

12. Asbestos Building Inspection Services

Asbestos Building Inspection : Fixed-rate service includes : Certified Asbestos Building Inspector; Travel, Reporting and Inspection Time; Personal Protective Equipment; Tools and Materials; Transportation, Lodging and Meals; Written Report of Findings and Recommendations, Computer Drafting, Digital Photography and all other items necessary to complete report.

SQS

Total # of Buildings at Site	1 - 3	4 +
Region 1	\$ 1,730.00	\$ 2,155.00
Region 2	\$ 1,180.00	\$ 1,605.00
Region 3	\$ 960.00	\$ 1,385.00

Description of Services

Unit of Measure

Asbestos Sample Analysis – Fixed rate service includes Sample Containers, Transportation to Laboratory, Chain-of-Custody Documents, EPA 600/R-93/116 PLM Laboratory Analysis by Certified Laboratory and Written Laboratory Report.

Price per Sample for 1 type	\$	15.00
2 types	\$	15.00
3+ types	\$	15.00

Hazardous Waste Services

APPENDIX A - PRICING SHEET - SQS, Inc.
13. Asbestos Abatement Services

<p>a. <u>Pre-Project Costs</u> – Fixed rate service includes: Certified Project Designer, Project Review and Design Documentation, Project Coordination Activities.</p>	<p>Price per Project \$ 480.00</p>
<p>b. <u>Post-Project Costs</u> – Fixed rate service includes: Development of Written Final Report of Activities.</p>	<p>Price per Project \$ 275.00</p>
<p>c. <u>Air Monitoring</u> – Fixed rate service includes: Competent Person for collection of personal samples during abatement activities, and clearance samples upon completion of abatement activities. Includes Sampling Equipment, Analysis, Materials, Transportation, Travel Time, Lodging, Meals and all other items necessary to complete work.</p>	<p>Price per Hour \$ 178.25</p>

Description of Services

Unit of Measure

Air Monitoring Staff	Price per Hour
Region 1	\$ 224.25
Region 2	\$ 166.75
Region 3	\$ 143.75

Hazardous Waste Services

APPENDIX A - PRICING SHEET - SQS, Inc.

d. Asbestos Abatement – Fixed rate service includes: Licensed Asbestos Abatement Contractor, Accredited Contractor/Supervisor, Accredited Asbestos Abatement Workers, Preparation and Submission of MDCIS/MDEQ Notifications, Preparation of Waste Shipment Documents, Personal Protective Equipment, HEPA Vacuums, Air Filtration Devices, Tools, Materials, Asbestos Transportation and Disposal, Travel Time, Lodging, Meals and all other items necessary to complete work.

Asbestos Abatement	Price per Hour
Region 1	\$ 142.60
Region 2	\$ 138.00
Region 3	\$ 110.40

Note: SQS bid price per hour regardless of number of persons to complete the task.

14. Other Environmental Service Rates

Lead-Based Paint Inspection, Phase-I & II Environmental Site Assessments, Phase III Environmental Remediation, Baseline Environmental Assessments (Category N, D, & S), Certified Underground Storage Tank (UST) Assessments/Removals/Closures, Lake/River Sediment Studies, OSHA/RCRA/DOT Safety Training, Air Monitoring, Mold Assessments/Remediation, Other Professional Environmental Services.

Hazardous Waste Services

APPENDIX A - PRICING SHEET - SQS, Inc.

	Unit of Measure	
a. Senior Project Manager	Hour	\$ 70.00
b. Project Manager	Hour	\$ 60.00
c. Certified Underground Storage Tank Professional	Hour	\$ 70.00
d. Certified Professional Geologist	Hour	\$ 70.00
e. Geologist	Hour	\$ 60.00
f. Chemist	Hour	\$ 55.00
g. Field Supervisor	Hour	\$ 42.00
h. Environmental Technician (40-Hr. HAZWOPER)	Hour	\$ 37.00
i. Sample Technician (40-Hr. HAZWOPER)	Hour	\$ 37.00
j. General Labor (40-Hr. HAZWOPER)	Hour	\$ 37.00
k. Draftsman/CAD Operator	Hour	\$ 35.00
l. Other (Lead Assessor)	Hour	\$ 55.00