

**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. 6
 TO
 CONTRACT NO. 071B5200040
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE Michael T. Daul (248) 426-0165 Fax (248) 427-0356
HealthAIR, Inc. 23941 Research Drive Farmington Hills, MI 48335 mtd@health-air.com		
		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruben Hazardous Waste Management Services – DNR/DEQ/DELEG/DCH		
CONTRACT PERIOD: From: October 1, 2004 To: January 1, 2010		
TERMS	SHIPMENT	
11.65% Early Payment, 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 through January 1, 2010, per Section I-B Terms of Contract.

All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per Vendor agreement (fax dated 9/15/09), and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$485,000.00

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 3, 2008

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B5200040
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Michael T. Daul (248) 426-0165 Fax (248) 427-0356
HealthAIR, Inc. 23941 Research Drive Farmington Hills, MI 48335		
mtd@health-air.com		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruber Hazardous Waste Management Services – Department of Natural Resources		
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2009		
TERMS	SHIPMENT	
11.65% Early Payment, Net 30	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE (S):

Effective October 30, 2008, this Contract is hereby EXTENDED through September 30, 2009 per Section I-B of the Terms and Conditions of the Contract. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per agency request (PRF dated 8/8/08), vendor agreement (fax dated 10/30/08), and DMB/Purchasing Operations.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$485,000.00

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

August 3, 2007

**CHANGE NOTICE NO. 4
 TO
 CONTRACT NO. 071B5200040
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR HealthAIR, Inc. 23941 Research Drive Farmington Hills, MI 48335	TELEPHONE Michael T. Daul (248) 426-0165 Fax (248) 427-0356
	BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruber Hazardous Waste Management Services – Department of Natural Resources	
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2008	
TERMS 11.65% Early Payment, 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 **EXTENDED** through **September 30, 2008**. Additionally, the Contractor has agreed to increase the early pay discount to “11.65%, Net 30 Discount”. All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per Contractor agreement (letter dated 7/23/07) and DMB/Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$485,000.00

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

January 10, 2007

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B5200040
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR HealthAIR, Inc. 23941 Research Drive Farmington Hills, MI 48335	TELEPHONE Michael T. Daul (248) 426-0165 Fax (248) 427-0356
	BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruber Hazardous Waste Management Services – Department of Natural Resources	
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2007	
TERMS 5% Early Payment, 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, Michigan Department of Community Health (MDCH) is added to the contract and the contract is hereby **INCREASED** by \$2,500.00. Also, the vendor mail code is changed to (006). All other terms, conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per DMB and MDCH.

INCREASE: \$2,500.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$485,000.00

**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. 071B5200040
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR		TELEPHONE Michael T. Daul (248) 426-0165 Fax (248) 427-0356
HealthAIR, Inc. 23941 Research Drive Farmington Hills, MI 48335		
		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruber Hazardous Waste Management Services – Department of Natural Resources		
CONTRACT PERIOD:		From: October 1, 2004 To: September 30, 2007
TERMS	SHIPMENT	
5% Early Payment, 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 \$232,500.00.

Also, HealthAIR, Inc. has offered a 7% discount on all contract rates. This discount is a result of negotiation with Andy Ghosh, CPPB, Buyer Specialist, and will be applied to the total invoice amount. This discount is in addition to the 5% Early Payment, Net 30 days already included in the contract.

AUTHORITY/REASON:

Per Andy Ghosh, DMB and Michigan T. Daul, HealthAIR, Inc.

INCREASE: \$232,500.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$482,500.00

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
OF
CONTRACT NO. 071B5200040
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR HealthAIR, Inc. 23941 Research Drive Farmington Hills, MI 48335	TELEPHONE Michael T. Daul (248) 426-0165 Fax (248) 427-0356
	BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruber Hazardous Waste Management Services – Department of Natural Resources	
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2007	
TERMS 5% Early Payment, 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, both DEQ (761) and DLEG (641) have been 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 18, 2004

NOTICE
OF
CONTRACT NO. 071B5200040
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Michael T. Daul (248) 426-0165 Fax (248) 427-0356
HealthAIR, Inc. 23941 Research Drive Farmington Hills, MI 48335		
		BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruber Hazardous Waste Management Services – Department of Natural Resources		
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2007		
TERMS	SHIPMENT	
5% Early Payment, Net 30	N/A	
F.O.B.	SHIPPED FROM	
N/A	N/A	
MINIMUM DELIVERY REQUIREMENTS		
N/A		

The terms and conditions of this Contract are those of ITB #071I4001187, this Contract Agreement and the vendor's quote dated 05/13/2004. 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**

**** Please Note: Updated vendor address and mail code as stated above.**

**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. 071B5200040
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR HealthAIR, Inc. 496 W. Ann Arbor Trail, Suite 102 Plymouth, MI 48170	TELEPHONE Michael T. Daul (248) 426-0165 Fax (248) 427-0356 BUYER/CA (517) 241-1145 Lymon C. Hunter, CPPB
Contract Compliance Inspector: Denise Gruber Hazardous Waste Management Services – Department of Natural Resources	
CONTRACT PERIOD: From: October 1, 2004 To: September 30, 2007	
TERMS 5% Early Payment, Net 30	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07114001187, this Contract Agreement and the vendor's quote dated 05/13/2004. 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:

HealthAIR, Inc.

 Firm Name

 Authorized Agent Signature

 Authorized Agent (Print or Type)

 Date

FOR THE STATE:

 Signature
Lymon C. Hunter, CPPB

 Name
**Strategic Business Development
 Acquisition Services**

 Title

 Date

**ACQUISITION SERVICES
STATE OF MICHIGAN**

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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 notwithstanding 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

TERMS AND CONDITIONSCONTRACT #071B5200040



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:

<u>Title</u>	<u>Individual</u>	<u>Location</u>	<u>Available Hrs.</u>
Program Manager	Michael T. Daul	Plymouth, MI	30
Asbestos Project Design	Jeffrey Heydanek	Plymouth, MI	20
Asbestos Air Monitoring	Scott Staber	Plymouth, MI	20
Waste Transportation	William Boettger	South Lyon, MI	15
Asbestos Abatement	Michael Kelly	Livonia, MI	20
ACM/Lead Supervision	Steven Roach	Plymouth, MI	20
Certified Indust. Hygiene	Leonard Jensen	St. Clair Shores, MI	10

Other Personnel

Lab Analysis (Waste)	Lorri White	Pinckney, MI	10
Lab Analysis (Asbestos)	Robert Letarte	Whitmore Lake, MI	10
Environ. Engineering	Robert Erps	South Lyon, MI	15
ACM/Mold Air Monitor.	Jenna Sendra	Plymouth, MI	20
ACM/ Indust. Hygienist	Roosevelt Austin	Plymouth, MI	25
Document Management	Theresa Wandoff	Plymouth, MI	20
Health & Safety	Alison Kulas	Plymouth, MI	20
ACM/Air Technician	Kory Stevens	Plymouth, MI	20
ACM/Air Technician	Jacob Lazar	Plymouth, MI	20

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 INSURED(S) 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 it 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, workaround 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, workaround 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: healthAIR, inc.
Address: 496 West Ann Arbor Trail
Suite 102
Plymouth, Michigan 48170

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 (MIOSH 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 (MIOSHA) 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:
 - (I) 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

healthAIR, inc. hereby offers the State the following quick payment terms:

5 % discount off invoices paid within (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

Full Name: healthAIR, inc.
 Address: 496 West Ann Arbor Trail
 Suite 102
 Plymouth, Michigan 48170

Subcontractors

Innovative Recycling & Waste Services, Inc.
 12632 Ten Mile Road
 South Lyon, Michigan 48178
 Telephone (248) 446-5052
 Facsimile (248) 446-5054
 Contact: William Boettger

Waste Packaging & Waste Transportation (Drum Vans, Vacuum Trucks)

Environmental Maintenance Engineers, Inc.



34017 Schoolcraft
Livonia, Michigan 48150
Telephone (734) 266-3000
Facsimile (734) 266-3003
Contact: Michael Kelley

Asbestos Abatement and Disposal
Lead Abatement

Lakeland Laboratories, Inc.
8290 Pettysville Road
Pinckney, Michigan 48169
Telephone (734) 878-3400
Facsimile (734) 878-3981

Hazardous and Non-Hazardous Waste Laboratory Analysis.

Apex Research, Inc.
11054 Hi Tech Drive
Whitmore Lake, Michigan 48189
Telephone (734) 449-9990
Facsimile (734) 449-9991
Contact: Robert Letarte, Director

Asbestos Analysis by PCM, PLM and TEM.

Jensen Environmental Training Services, Inc.
P.O. Box 641
St. Clair Shores, Michigan 48080-0641
Telephone (313) 882-2021
Facsimile (313) 882-1208
Leonard Jensen, PhD

Certified Industrial Hygiene (CIH) Oversight

Pearson Drilling Company
6100 W. Blue Road
Lake City, Michigan 49651
Telephone (231) 839-4444
Facsimile (231) 839-3678
Contact: Randy Tacoma

Well Drilling & Well Abandonment

Environmental Consulting & Technology, Inc.



2250 Genoa Business Park Drive, Suite 130
Brighton, Michigan 48114
Telephone (810) 494-5051
Facsimile (810) 494-5059
Contact: Kathleen T. Anderson, CHMM

Certified Underground Storage Tank Professional
Certified Professional Geologist

Chemical Analytics, Inc.
29959 Beverly Road
Romulus, Michigan 48174
Telephone (734) 326-9400
Facsimile (734) 326-9415
Contact: William Spirka

Hazardous Waste Storage, Treatment, Chemical Disposal

The Environmental Quality Company
36255 Michigan Avenue
Wayne, Michigan 48184
Telephone (734) 329-8079
Facsimile (734) 329-8135
Contact: Robert Wheatley, V.P.

Hazardous and Non-Hazardous Waste Treatment, Disposal



II-J BIDDER'S AUTHORIZED EXPEDITOR

Scott P. Staber
Michael T. Daul

Telephone (734) 451-0760 Ext. #1
Telephone (734) 451-0760 Ext. #8

II-K TECHNICAL WORK PLANS

The scope of work for this contract requires the following:

- Provision of a wide variety of environmental services
- Service to a large geographic area
- Performance and rapid service delivery on an "as-needed" basis

Combined with the above assumptions, multiple variables within each project and task exist that affect project initiation, planning, execution, control and closeout.

Because the nature of the work scope under this contract consists of consulting / services / materials / multiple locations / multiple tasks on an as-required basis, the work plan does not lend itself easily to certain formats (e.g. MS Project Schedule) where known, specific project parameters, work scope, and requirements can be time-lined. Project schedules of this type will be provided as projects/tasks are approved under this contract, if requested.

Therefore, any other general work plan must outline the necessary responsibilities, tasks and sequences performed by the organization to accomplish all potential work.

As categorical service components or individual projects within the contract become defined (*i.e. Asbestos inspection and abatement of three structures in the U.P.; Sampling/analysis/profiling/packaging/ transportation and disposal of 47 miscellaneous containers of waste from a Region III park maintenance building; Installation of a 120' water well in southwest Michigan, etc.*), specific decision points, timelines, events and tasks can be better defined on a project-specific basis.

Hazardous & Non-Hazardous Waste Management

1.) healthAIR, inc. will provide complete hazardous and non-hazardous waste management services by providing 24-hour telephone access to an on-call Certified Hazardous Materials Manager (CHMM). This manager will be the primary contact for all waste-related issues, and will respond to all department representatives immediately by telephone, or other means as necessary.

2.) Initial actions undertaken by the manager when contacted by an MDNR representative shall include:

- Documenting the MDNR caller's name, title, agency location, telephone and fax numbers and other relevant information for communicating
- Documenting the nature of the request for service, and a description of the waste issue(s) described
- Instructions to the caller of what is initially required in order to proceed in managing the waste stream(s) (*i.e. faxing a brief written waste inventory to the manager*)
- Scheduling of a site visit for waste inventory/sampling/investigative reasons, if appropriate and/or necessary



- Confirmation of the manager's plan for the waste, and the actions expected to be undertaken after MDNR's initial contact

3.) The following subsequent actions will be initiated for all MDNR waste management service requests, and in the sequence shown:

- Obtaining of Material Safety Data Sheets (MSDS)
- On-site waste sampling per USEPA SW-846 protocols
- Sample preservation and chain-of-custody preparation
- Sample transportation to certified laboratory
- Monitoring of laboratory for earliest availability of analytical results
- Proper characterization of each waste stream per federal and state regulations
- Determination of regulatory disposal/treatment requirements for waste
- Identification of appropriate disposal facility(s)
- Preparation of waste profile documents specific to selected facility(s)
- Submittal of profile documents to MDNR representative for signature
- Submission of waste sample(s) and profile(s) to the appropriate TSD facility
- Monitoring of TSD approval process for written confirmation of waste acceptability
- Preparation of uniform hazardous waste manifests and other shipping papers
- Preparation of supplemental disposal notification and certification documents
- Preparation of EPA waste and USDOT hazard labels for each container
- Scheduling of a waste pick-up date and time with MDNR site representative
- Scheduling of waste disposal appointment(s) with selected TSD facility(s)
- Transportation of personnel, equipment, materials and documents to site
- On-site waste packaging, labeling, manifesting and document distribution
- Loading, placarding and transportation of waste to intended TSD facility(s)
- Unloading of waste at specified TSD facility, distribution of documents
- Preparation of site activities log, attachment of Generator manifest documents
- Preparation of site-specific invoice and attachment of TSD disposal invoices

4.) Hazardous Waste Contingency Plan

It is anticipated that the above referenced procedures will occasionally require modification due to prevailing circumstances. These circumstances may include the following situations where a contingency is required:

Spilled or Abandoned Wastes on MDNR-Controlled Properties:

Uncontrolled releases, newly discovered, abandoned, hazardous or unknown materials and wastes shall be managed as follows:

- 1.) Mobilization of hazardous materials technician(s), equipment and materials
- 2.) Sampling and preliminary material identification through field chemistry
- 3.) Clean up of affected areas
- 4.) Proper packaging, containment or over-packing of wastes
- 5.) Compliance with MDEQ Immediate Response Activities directives for abandoned or spilled wastes (Governmental Emergency Response Agency-GERA)
- 6.) Securing of site and containers, or transport to a GERA owned or operated location or to an off-site licensed disposal facility.
- 7.) Expedited analysis, characterization, profiling, manifesting, transport and off-site treatment and disposal of the waste.



Load Rejection Procedures

In the unlikely event that a load of manifested waste is rejected by the designated disposal facility (TSDF), the following procedures will be implemented:

- 1.) Totally rejected loads will be noted in Section 19 of the manifest along with date, time and signature. The MDNR-generating location will be notified. If available, an alternate TSDF can be designated/authorized by the MDNR, and the manifest modified by the transporter by entering the new TSDF.
- 2.) Manifest Item #20 will not be signed. The TSDF copy will be distributed to the rejecting TSDF. A subsequent TSDF facility will make a TSD copy of the manifest for their records since the original has been distributed to the original TSD facility.
- 3.) Partially rejected loads will be indicated by signing manifest item #19 indicating those wastes which are still under the control of the transporter.
- 4.) The transporter may, with the authorization of the MDNR, prepare a new manifest for the rejected waste(s), and indicate in section #19 the original manifest number and date of rejection. Additionally, the transporter may indicate the appropriate proper shipping name, and sign "as agent of" the MDNR.
- 5.) If a secondary TSD facility is not readily available, the transporter will return the load to the generator. The generator must sign and date the manifest acknowledging receipt of the load.
- 6.) Under all circumstances, MDEQ rejected load procedures will be followed.

While assisted by various staff (field supervisors, chemists, technicians, drivers, etc.) in conducting these tasks, the CHMM will oversee the entire process from initial call-in through final invoicing. The manager will coordinate and communicate with the appropriate MDNR representative(s) throughout the process, and will ensure quality control at each step in the process through personal review of all documentation for each project

The program manager will compile, review and prepare a quarterly report of all waste management activities for the preceding quarter. The report shall be in the specified format, and be delivered to the MDNR representative during the quarterly contract progress review meeting.

Asbestos Management & Consulting

healthAIR, inc. specializes in asbestos management, consulting, air monitoring, sample analysis and project management services. The following staffing, equipment and services will be dedicated throughout the duration of the contract:

Asbestos Staff/Certifications

- healthAIR, inc. employs eight (8) full-time State of Michigan accredited inspectors on-staff. These personnel are trained and experienced in conducting asbestos building surveys in accordance with strict EPA inspection guidelines (AHERA – Asbestos Hazard Emergency Response Act).
- healthAIR, inc. employs two (2) full-time State of Michigan accredited management planners on-staff. These personnel are trained and experienced in developing asbestos management plans for the appropriate control and maintenance of asbestos-containing materials.



- healthAIR, inc. employs two (2) full-time State of Michigan accredited project designers on staff. These personnel are trained and experienced in the design and development of asbestos abatement projects, work plans and specifications.
- healthAIR, inc. employs eight (8) full-time NIOSH (National Institute of Occupational Safety and Health) equivalent trained asbestos fiber counters (NIOSH 582) on staff. These personnel are trained to analyze PCM (Phase Contrast Microscopy) samples while on-site.
- healthAIR, inc. has a rigorous in-house training and refresher training program that all asbestos-accredited personnel must attend. This training provides specific knowledge regarding on-site air monitoring, project management, and record keeping activities. Training includes regulatory updates, in-house paperwork and safety procedures.

Asbestos Personal Protective Equipment

All healthAIR, inc. asbestos consultants are provided safety training, hazard communication training (Michigan Right-to-Know) and respirator training. PPE equipment and supplies available for use by all healthAIR, inc. consultants includes:

- Half-face negative-pressure respirators as fit tested on each employee as required by regulatory guidelines and the healthAIR, inc. respiratory protection program.
- Full-face positive air purifying respirators are available to any employee that requests this type of respirator. healthAIR, inc. owns and maintains Twelve (12) of these respirators for staff use.
- healthAIR, inc. provides all consultants with the following general personal protective equipment (PPE): hard hats, safety glasses, ear plugs, gloves and disposable coveralls. All healthAIR, inc. employees are required to wear appropriate footwear as required by OSHA/MIOSHA when on construction sites.

All consultants are required to wear appropriate PPE when entering all asbestos regulated areas and when conducting bulk sampling activities during asbestos inspections. Additionally, all asbestos consultants are required to receive a physical examination and fit test each year as mandated by regulatory standards.

Asbestos Sampling

healthAIR, inc. asbestos consultants will collect all PLM (Phase Light Microscopy) samples associated with asbestos surveys and all PCM (Phase Light Microscopy) samples associated with asbestos abatement projects. All PLM samples are analyzed by an independent third-party laboratory and all PCM samples are analyzed on-site (during and after abatement activities) by a healthAIR, inc. qualified consultant. healthAIR, inc. sample collection and analysis services are summarized below:



Phase Light Microscopy (Bulk Sampling/Analysis)

All bulk samples are collected in accordance with the EPA's AHERA regulation (40 CFR, Part 763) – the state of the art methodology for conducting asbestos inspections. Please note that healthAIR, inc. will collect samples in quantities as outlined in the AHERA regulation (and as interpreted by the State of Michigan's Asbestos Program) and where necessary, in accordance with the EPA's Simplified Sampling Scheme for Friable Surfacing Materials (The Pink Book) All sampling safety procedures required by OSHA will be followed.

Phase Contrast Microscopy (Air Sampling/Analysis)

All air samples are collected in accordance with the EPA's AHERA regulation and OSHA's construction standard (1926.1101). All samples are analyzed on-site (where electricity is available) by healthAIR, inc. air monitoring technicians following NIOSH fiber-counting protocols. On-site air sample activities include:

- Set-up/Baseline Samples
These stationary samples are collected in the work area either before or during set-up activities.
- Area Samples
These stationary samples are collected at various locations around and outside of the regulated/work area. One of these samples is always collected at the regulated area entrance (decontamination chamber).
- Personal Samples/STEL Samples
Personal samples are collected on representative asbestos abatement workers as specified by the asbestos OSHA standard. In addition to an eight (8) hours time-weighted sample, a short-term excursion limit (STEL) sample is collected in association with each personal sample.
- Clearance/Post Abatement Samples
Clearance samples are collected in the regulated area at the conclusion of each asbestos abatement project. healthAIR, inc. collects clearance air samples at the conclusion of ALL projects, including non-friable material removal projects. The only exceptions are at the request of the Owner or under special circumstances.

Asbestos Equipment

healthAIR, inc. owns and operates a wide range of equipment allowing for multiple asbestos survey activities and on-site air monitoring and project management activities. A short-list of asbestos air-monitoring and project management equipment is listed below:

- 40 low-volume personal air sampling pumps necessary for the collection of OSHA required personal air samples.
- 120 high-volume vacuum air sampling pumps necessary for the collection of baseline, set-up, area and clearance/post abatement samples.
- 16 mobile/on-site laboratory kits. Kits include sample media, sample preparation equipment, PCM microscope and all necessary technical laboratory supplies.



Asbestos Abatement

healthAIR, inc. subcontracts ONLY with State of Michigan licensed asbestos abatement contractors. All asbestos abatement contractors must be experienced and have successfully completed projects with healthAIR, inc. The subcontracted licensed asbestos abatement contractor must file all asbestos project notifications with the required regulatory agencies. All other necessary notifications, permits and submittals (including related fees) will be made by the subcontracted licensed asbestos abatement contractor. healthAIR, inc. requires the asbestos abatement contractor to adhere to the following guidelines:

1. Asbestos waste and treatment shall be charged on an actual cost basis.
2. The asbestos waste shall be delivered to the disposal site within 30 days of the date final approval is received from the selected disposal facility.
3. All asbestos abatement workers must be accredited by the State of Michigan.
4. The contractor must have a State of Michigan accredited contractor/supervisor on-site at all times.
5. The project notification and all associated worker and company accreditations and related paperwork must be on-site at all times.
6. All Workers are required to carry their State of Michigan accreditation cards on their person at all times.
7. All regulations, standards and healthAIR, inc. "General Procedures for Asbestos Abatement" must be followed throughout the duration of the project. The most stringent requirements apply.
8. All close-out documents and relevant paperwork must be forwarded to healthAIR, inc. for inclusion in the final air monitoring/project management report.

healthAIR, inc. will conduct all OSHA required personal air sampling, including eight (8) hour time weighted samples and short term excursion limit samples. healthAIR, inc. will provide a copy of all air sampling results to the contractor for necessary contractor record keeping.

Asbestos Laboratory Analysis

All bulk samples will be analyzed by an independent third-party laboratory. This sample analysis will be conducted by APEX Research, Inc. of Whitmore Lake, Michigan. APEX Research, Inc. is a NVLAP (National Voluntary Laboratory Accreditation Program) accredited laboratory and has been providing quality asbestos laboratory services since 1995. Further information regarding APEX Research, Inc. can be found in the subcontractor section of this proposal.

healthAIR, inc. participates directly in quality assurance/quality control programs and part of its standard operating procedures. healthAIR, inc and APEX Research, Inc. participates in the following programs:

1. healthAIR, inc. and APEX Research, Inc. both participate in the AIHA PAT (Proficiency Analytical Program). healthAIR, inc. for PCM air sample analysis and APEX Research, Inc. for PLM bulk sample analysis.
2. APEX Research, Inc. participates in the National Voluntary Laboratory Accreditation Program (NVLAP) for PLM and TEM (Transmission Electron Microscopy) sample analysis.
3. healthAIR, inc. participates in inter- and intra-laboratory quality control programs and currently switching to a new laboratory partnership regarding these activities.
4. All healthAIR, inc. Air Monitoring Technicians have received NIOSH equivalency training in order to perform PCM analysis on-site.



Analysis Reporting

healthAIR, inc. will conduct all asbestos inspections in accordance with the MDNR required procedures, in accordance with the EPA's AHERA regulation and in accordance with the State of Michigan's Asbestos Program. The following items will be included with each asbestos inspection report:

- Inventory of all homogenous areas (materials) – both positive and negative materials. Inventory includes a description of each homogenous area (material).
- Quantities of all homogenous areas (materials) – both positive and negative materials.
- Field map/floor plan detailing locations of all positive (asbestos-containing) materials.
- Bulk sample information that provides the following details: sample locations, asbestos content/type, asbestos percentage and non-asbestos percentage (non-asbestos material content).
- Credentials of inspector, laboratory and sample analyst.

Transmission Electron Microscopy (TEM)

healthAIR, inc. has the capabilities (equipment and supplies) to collect all TEM (Transmission Electron Microscopy) air samples as requested by the MDNR. healthAIR, inc. contracts all TEM air sample analysis through APEX Research, Inc., of Whitmore Lake, Michigan. APEX Research, Inc. is a NVLAP accredited TEM laboratory and will be an independent third party laboratory for said services.

Sample Analysis Methods

All bulk sampling and air sampling is conducted in accordance with regulatory guidelines and procedures previously outlined. Special consideration may be warranted on vinyl asbestos floor tile as deemed necessary by the MDNR:

Bulk Sampling Procedures

1. 9"x9" floor tile is always sampled, although it is typically identified as asbestos-containing.
2. 12"x12" floor tile is always sampled, and on occasion will be identified as asbestos-containing.
3. All floor tile mastic must be sampled in association with floor tile bulk samples.
4. Each type (size and color) of floor tile must be sampled
5. If necessary, and if requested by the MDNR, point-counting sample analysis methodology can be conducted if necessary. Point-counting is used to determine an exact percentage of asbestos—typically used when the analysis is 1% or 2%.

Environmental Services

healthAIR, inc. is a total environmental consulting, sampling, monitoring and analysis firm. healthAIR, inc. is pleased to provide other direct environmental consulting and testing services as required by MDNR. The following is a list of services and related healthAIR, inc. equipment available to conduct said work:

Indoor Air Quality Investigation



Staff

healthAIR, inc. has several IAQ consultants' on-staff that have specific training and experience with indoor air quality issues. healthAIR, inc. has on-staff and available for MNDR projects, a Certified Microbial Consultant (for mold/biological issues).

Equipment:

- IAQ Meters (2)
- Air Flow Meters/Measuring Devices (2)
- Real-time Aerosol Meter (total dust/respirable dust)
- 4-Gas Meters/Confined Space Monitors (2)
[oxygen, hydrogen sulfide, carbon monoxide and combustible gasses]
- Mold Non-Viable Spore-Trap Air Samplers (3)
- Mold Viable Air Sampler
- Moisture Meters (3)

Services:

IAQ investigations [sick building syndrome, building-related illness], mold investigations/sampling and gas monitoring.

General Industrial Hygiene Investigations/Sampling

Staff:

healthAIR, inc. has several industrial hygienists on-staff that have specific training and experience for industrial hygiene services. healthAIR, inc. also maintains a contract Certified Industrial Hygienist (CIH) for report reviews and other services as needed.

Equipment:

- Industrial Hygiene Personal/Sampling Pumps
- High-Volume Vacuum Pumps
- Detection Tube Gas Detector Pump/Detector Tubes
- 4-Gas Meters/Confined Space Monitors

Services:

Specialty sampling such as mercury vapor, chlorine gas or hydrogen sulfide.

Lead Inspections and Risk Assessments:

Staff:

healthAIR, inc. employs three (3) State of Michigan accredited lead inspectors and two (2) State of Michigan accredited lead risk assessors.

Equipment:



NITON XRF direct-reading lead detection sampling instrument

- Bulk sampling supplies/equipment for paint chip sampling
- Personal air monitoring pumps and stationary pumps for area air sampling [see asbestos air monitoring equipment]

Services:

Lead inspections and risk assessments. Air monitoring and project management services are also available for lead abatement projects.

Occupational Health & Safety Services:

Staff:

All healthAIR, inc. consultants are trained in health and safety services, specifically general OSHA procedures and several specific programs.

Equipment:

- 4-Gas Meter/Confined Space Meters (2)
- High Efficiency Particulate Air (HEPA) Air Filtration Devices (8)

Services:

healthAIR, inc. has experience developing/conducting confined space evaluations, confined space programs, safety programs, safety audits, safety program in occupied buildings, etc. Additionally, healthAIR, inc. has conducted monitoring associated with many health and safety programs and renovation projects.

II-L SECURITY

healthAIR, Inc. does not routinely conduct extensive background checks on its consultants, but will submit all necessary employee information to the Department for this purpose. healthAIR, inc. does have procedures in place that help assure security both in the workplace, and while at client sites.

healthAIR, inc. conducts a great deal of work in schools, and has always required the following of its employees:

- Annual drivers license check
- Company uniforms while on duty
- Company photo identification badges worn on neck lanyards
- Cellular telephones for immediate communication
- State of Michigan photo identification credentials carried on person

healthAIR, inc. has access to a firm which conducts security background checks, and can conduct these checks prior to contract award, if required by the Department.

II-M ITEM LISTING

Please see attached spreadsheet for pricing.

Hazardous Waste Services

APPENDIX A - PRICING - healthAIR, Inc.

Description of Services

Unit of Measure

1. Professional Consulting Services		\$ 65.00
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2. Waste Sampling

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.

<ul style="list-style-type: none"> a. Hazardous Waste Technician <ul style="list-style-type: none"> 1. OSHA/EPA Level D Protection 2. OSHA/EPA Level C Protection 3. Confined-Space Crew (3-person) & Equipment b. Materials / Supplies (for the majority of projects) <ul style="list-style-type: none"> 1. 40cc VOA Vial 2. 500cc Large Mouth Glass Bottle 3. 500cc Large Mouth Polyethylene Bottle 4. Disposable Sample Tubes/Syringes 5. Materials / Supplies Not Specified incl. Additives c. Disposal of waste 		Hour Person Person Hour Each Each Each Each Cost + (%) Cost + (%) N/C (sample disposal)
		\$ 50.00 \$ 10.00 \$ 25.00 \$ 175.00 \$ 2.00 \$ 3.50 \$ 3.00 \$ 4.00 10%

Price quoted includes communication and correspondences (report).

Hazardous Waste Services

APPENDIX A - PRICING - healthAIR, Inc.

Description of Services

3. Laboratory Analysis

- a. Corrosivity
- b. Reactivity (Cyanide, Sulfide)
- c. Ignitibility
- d. Toxicity (TCLP)
 - 1. Michigan 10-Metals
 - 2. Volatile Organic Compounds
 - 3. Semi-Volatile Compounds
 - 4. Herbicides & Pesticides
 - 5. PCB's
 - 6. Rush Analysis (24-Hour)
 - 7. Rush Analysis (48-Hour)
 - 8. Analyses Not Specified

Unit of Measure	\$
Each	15.00
Each	75.00
Each	32.50
Each	165.00
Each	90.00
Each	120.00
Each	195.00
Each	67.50
Cost + (%)	100%
Cost + (%)	50%
Cost + (%)	20%

4. Packaging And Labeling

- a. Hazardous Waste Technician
- b. Materials
 - 1. Absorbent Clay (25-lb.)
 - 2. UN1A2 Steel Drum (10-55-gallon)
 - 3. UN1A1 Steel Drum (10-55-gallon)
 - 4. UN1H1 Polyethylene Drum (20-55-gallon)
 - 5. Recovery Drum, Steel (85-gallon)
 - 6. Recovery Drum, Polyethylene (95-gallon)
 - 7. Pail, Steel, 5-gallon
 - 8. Pail, Polyethylene, 5-gallon
 - 9. Fiber Box, 5-10-gallon
 - 10. Drum Liner
 - 11. UN Y-Rated Cubic Yard Box

Unit of Measure	\$
Hour	50.00
Each	8.00
Each	35.00
Each	30.00
Each	40.00
Each	120.00
Each	150.00
Each	12.00
Each	12.00
Each	12.00
Each	15.00
Each	95.00

Hazardous Waste Services

APPENDIX A - PRICING - healthAIR, Inc.

Description of Services	Unit of Measure	\$
5. Preparation and Submittal of Waste Profile Forms	Each	40.00
6. Preparation of Manifests and Notification/Certification Forms	Each	20.00
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		

HEALTHAIR

LOCATION	\$ Drum Truck	24 Drum Truck	40 Drum Truck
Region 1 - Upper Peninsula			
a. Region 1 Consolidated Rate	\$ 480.00	\$ 540.00	\$ 600.00
Dedicated Rate	\$ 600.00	\$ 780.00	\$ 960.00
Region 2 - Northern Lower Peninsula down to US10			
Consolidated Rate	\$ 420.00	\$ 480.00	\$ 540.00
Dedicated Rate	\$ 540.00	\$ 720.00	\$ 840.00
Region 3 - South of US10			
Consolidated Rate	\$ 300.00	\$ 420.00	\$ 480.00
Dedicated Rate	\$ 480.00	\$ 600.00	\$ 720.00

d. Vacuum/Pumper Truck (< 3000-gallons)	Hour	\$ 75.00
e. Vacuum/Pumper/Tanker Truck (> 3000-gallons)	Hour	\$ 95.00
f. Roll-Off Truck	Hour	\$ 90.00
g. Roll-Off Box Rental (20-cu. yd.)	Day	\$ 15.00

Hazardous Waste Services

APPENDIX A - PRICING - healthAIR, Inc.

Description of Services	Unit of Measure	
8. Operated Equipment (4-Hr. Minimum)		
a. Backhoe	Hour	\$ 85.00
b. Bobcat/Skidsteer	Hour	\$ 75.00
c. Dump Truck, 24-cu. yd.	Hour	\$ 95.00
d. Dump Truck, 40-cu. yd.	Hour	\$ 120.00
e. Excavator, Medium	Hour	\$ 110.00
f. Geo-Probe Unit	Hour	\$ 120.00
g. Wet/Dry Vactor Unit	Hour	\$ 150.00
9. Non-Operated Equipment		
a. All-Terrain Vehicle	Day	\$ 75.00
b. Boat, 16'	Day	\$ 50.00
c. Combustible Gas Monitor	Day	\$ 50.00
d. Air Compressor	Day	\$ 50.00
e. Cutting Torches w/Gasses	Day	\$ 75.00
f. Forklift Truck, 5000-lb.	Day	\$ 275.00
g. Portable Tank, 350-gallon	Day	\$ 10.00
h. Pressure Washer Unit, 4,000-psi	Day	\$ 75.00
i. Generator, 5000W	Day	\$ 100.00
j. Jackhammer	Day	\$ 50.00
k. Mobile Spill Response Trailer	Day	\$ 100.00
10. Drilling Subcontractor	Cost + (%)	10%
(2 person crew/day incl materials by foot of well drilled), well abandonment		
11. Subcontractor or Equipment & Services Not Specified	Cost + (%)	10%

Hazardous Waste Services

APPENDIX A - PRICING - healthAIR, 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.

<i>HealthAir</i>			
Total # of Buildings at Site	1 - 3	4 +	
Region 1	\$ 1,500.00	\$ 1,575.00	
Region 2	\$ 1,200.00	\$ 1,275.00	
Region 3	\$ 1,050.00	\$ 1,125.00	

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	\$	20.00
3+ types	\$	30.00

Hazardous Waste Services

APPENDIX A - PRICING - healthAIR, 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 \$ 230.00</p>
<p>b. <u>Post-Project Costs</u> – Fixed rate service includes: Development of Written Final Report of Activities.</p>	<p>Price per Project \$ 230.00</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 \$ 75.00</p>

Description of Services

Unit of Measure

Air Monitoring Staff	Price per Hour
Region 1	\$ 80.00
Region 2	\$ 75.00
Region 3	\$ 70.00

Hazardous Waste Services

APPENDIX A - PRICING - healthAIR, 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 Person/Hour
Region 1	\$ 80.00
Region 2	\$ 75.00
Region 3	\$ 70.00

Note: HealthAIR bid price per person

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 - healthAIR, Inc.

	Unit of Measure	
a. Senior Project Manager	Hour	\$ 80.00
b. Project Manager	Hour	\$ 65.00
c. Certified Underground Storage Tank Professional	Hour	\$ 95.00
d. Certified Professional Geologist	Hour	\$ 130.00
e. Geologist	Hour	\$ 85.00
f. Chemist	Hour	\$ 75.00
g. Field Supervisor	Hour	\$ 60.00
h. Environmental Technician (40-Hr. HAZWOPER)	Hour	\$ 50.00
i. Sample Technician (40-Hr. HAZWOPER)	Hour	\$ 50.00
j. General Labor (40-Hr. HAZWOPER)	Hour	\$ 40.00
k. Draftsman/CAD Operator	Hour	\$ 50.00
l. Other (Certified Industrial Hygienist)	Hour	\$ 115.00