

CONTRACT



STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

This contract authorizes the professional services contractor to provide professional services. (Authority: 1984 PA 431)

CONTRACT FOR PROFESSIONAL SERVICES: Indefinite Scope-Indefinite Delivery

THIS CONTRACT, authorized this 29TH day of January in the year two-thousand and sixteen (2016), by the Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the FACILITIES AND BUSINESS ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 7150 Harris Drive, Third Floor, General Office Building, Dimondale, Michigan, hereinafter called the Department, and ATC Group Services, the Prime Professional Services Contractor, hereinafter called the Professional.

WHEREAS, the Department proposes securing professional services for:

Indefinite-Scope, Indefinite-Delivery Contract No. 00586

Index No. (To Be Established)

Contract Order No. Y (To Be Assigned)

File No. (To Be Assigned)

Department of Technology, Management and Budget, Facilities and Business Services Administration, Design and Construction Division, Professional Architectural and Engineering Indefinite-Scope, Indefinite-Delivery Contract (ISID) for Minor Projects –

Environmental Expanded Triage for Western UP District

Various State Departments and Facilities

Various Site Locations, Michigan

NOW THEREFORE, the Department and the Professional in consideration of the covenants of this Contract agree as follows:

- I. The Professional shall provide the professional environmental services for the Project in the study, Phase and Task sequence provided in this Professional Services Contract and to the extent authorized by the Department of Technology, Management and Budget Facilities and Business Services Administration (FBSA), Design and Construction Division (DCD) [The Department], and be solely responsible for such professional services. The Professional's services shall be performed in strict accordance with the Project.
- II. The State of Michigan shall compensate the Professional for providing their professional services for the Project in accordance with the conditions of this Professional Services Contract.

IN WITNESS, WHEREOF, each of the parties has caused this Professional Services Contract to be executed by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the date on which the Professional received a copy executed by the authorized State of Michigan representative(s) by regular, registered, or certified mail or by delivery in person.

FOR THE PROFESSIONAL:

ATC Group Services LLC
Firm Name



Federal Identification (I.D.) Number

[Signature]
Signature

2/3/16
Date

Senior Vice President
Title

FOR THE STATE OF MICHIGAN:

[Signature]
Director, Department of Technology, Management and Budget

FEB 12 2016
Date

WHEREAS, this Professional Services Contract constitutes the entire agreement as to the Project between the parties, any Contract Modification of this Contract and the Department's approved and attached Project/Program Statement scope of work requirements must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional firm's final design Contract Documents/architectural and engineering design errors, omissions or neglect on the part of the Professional.

ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

Provide professional environmental services, technical staff, and support personnel for ISID minor projects on an as-needed basis at various State/Client Agencies within the various site location areas as defined by the State of Michigan. These various ISID minor projects may include projects where the construction costs are between fifteen-thousand dollars (\$15,000) and five-hundred-thousand dollars (\$500,000) for this Contract.

This Contract is for professional design services for an unspecified number of ISID projects. The scope of work for each assigned project will be defined at the time the project is awarded by the State to the Professional firm. The professional environmental services required for each of these assigned projects requested by the Department/Agency may include any or all of the Tasks included in the Phase 100 – Study.

The Professional firm's environmental services shall be performed in strict accordance with this Professional Services Contract and be in compliance with the Department's approved and attached Appendix 1– Project/Program Statement.

This Contract does not warrant or imply to the Professional design firm, entitlement to perform any specific percentage (%) amount of environmental work during the life of this three (3) year Contract.

This Contract will remain in effect for one (1) year from the date of this Contract award, but may be unilaterally terminated by the State of Michigan at any time, for cause or its convenience, by written notification of the State, to the Professional. Furthermore, this Contract may be extended for two (2) option years, at the sole option and discretion of the State upon the Department providing written notice to the Professional prior to the expiration of the original one Contract time period. Any such time extension shall be subject to the terms and conditions of this Contract, including, but not limited to, the existing hourly billing rates included in this Contract for the Professional, their Consultant, and their employees or agents.

Please note that for this Professional Services Contract ISID Contract No., as noted on page 1, must be provided on all Project correspondence and documents. Also, you are not to provide any services or incur expenses until individual ISID Projects are assigned to this Contract (see the Article II – Compensation and the Appendix 1 – Project/Program Statement).

The Professional shall provide all professional services, technical staff, and support personnel necessary to achieve the Project as described in its Project/Program Statement, in the best interest of the State, and be within the Professional's fee(s) herein authorized by the State. Assigned project services shall comprise, without exception, every professional discipline and expertise necessary to meet all the requirements as described in the Project/Program Statement and be in accordance with the accepted industry standards for professional practice and services. The Professional's services include attendance at all Project related meetings and conferences. Professional services for the assigned projects under this contract shall be provided in the Phase/Task sequence shown below and shall be rendered in accordance with the Professional's proposed and approved Project Study, Design, and Proposed Construction Schedule. The Professional's study, design and proposed construction schedule shall be detailed, undated, and time sequence related for all Phase/Task services appropriate for the Project. The Professional shall field-check and verify the accuracy of all study/drawing and any data furnished by the Department, the State/Client Agency or any other Project related source. The Professional shall not employ or consult with any firms in completing the Professional's obligations herein who it anticipates will be a construction Bidder for the Project or any part thereof, unless specifically authorized, in writing, by the Department. The Professional acknowledges that the Department is the first interpreter of the Professional's performance under this Contract.

The Professional acknowledges by signing this Professional Services Contract having a clear understanding of the requested professional services required by the Department to provide it, and further agrees that the terms and conditions of this Professional Services Contract provide adequate professional fee(s) for the Professional to provide the requested Project scope of work requirements for each assigned project. No increase in fee to the Professional will be allowed unless there is a material change made to the Project as described in its Project/Program Statement and the change in scope to the Project/Program Statement is accepted and approved in writing, by the Project Director and the Professional. Professional services shall not be performed and no Project expenses shall be incurred by the Professional prior to the issuance of a written and signed Professional Services Contract and a Contract Order authorizing the Professional to start the Project work. Compensation for Department directed changes to the Project will be provided to the Professional by a Contract Modification and/or Contract Change Order signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from increases in the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Project Director, on an hourly billing rate basis in accordance with this article. This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director.

The Professional shall immediately inform the Department whenever it is indicated that the Professional's authorized not-to-exceed Budget for any of the assigned Projects may be exceeded. The Professional shall make recommendations to the Department for revisions to bring the Project Cost back to the Professional's original authorized Budget amount. Any revision to the Project must be accepted and approved by the Department in writing.

The professional services may also include participation in legislative presentations as described in the "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" and as the legislature or the Department may prescribe.

No substitution of any "Key Principal Personnel/Employee" essential for the successful completion of the Project and identified in the Professional's Organizational Chart will be allowed by the Professional for this Contract without the prior written consent from the Project Director. Before any "Key Principal Personnel/Employee" substitution takes place, the Professional shall submit a written request to the Project Director, and this substitution request shall include the following information: (1) A request in writing for a No Cost Contract Modification; (2) Detailed written justification for this substitution; (3) The Professional's qualifications of any proposed "Key Principal Personnel/Employee" replacement; and (4) A written statement from the Professional assuring the Department that the Project scope of work will not be adversely affected by this substitution. This request to modify their Professional Services Contract must be accepted and approved in writing by the Project Director and the Director of the Department.

The Department will designate an individual to serve as the Project Director for the Project scope of work who shall be fully acquainted with the Project/Program Statement and have the authority to render Project decisions and furnish information promptly. Except in connection with issues under the Article XII - Contract Claims and Disputes text, the Project Director will exercise general management and administration for the Professional's services in so far as they affect the interest of the State. The Professional shall indemnify, defend, and hold harmless the State against exposure to claims arising from delays, negligence, or delinquencies by the Professional for the professional services of this Contract.

During the construction administration services of the Project, the Professional shall be required to complete and submit, the on-site Inspection record form titled "DTMB-0452, The Professional's Inspection Record" for all on-site Inspection visits to the Project site. The Professional's Inspection Record shall be completed and signed by the Professional and submitted monthly, with the original document sent to the Project Director and copies sent to the State/Client Agency and Construction Contractor. The Professional's Inspection Record shall accompany the Professional's monthly submitted payment request.

The "DTMB-0460, Project Procedures" documents package containing Department forms for use during construction administration shall be used by the Professional in the administration of this Contract.

All professional services will be consistent with the Department's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" unless otherwise approved in writing by the Department.

The professional services required for this Contract shall be performed by the Prime Professional and their Consultants in accordance with service descriptions in this article. The following service descriptions outlined in this Contract represents the Department's standard of care method for describing the Professional's responsibilities for providing the professional services of this Contract, but by inclusion, or omission, do not limit or exclude any regular or normal professional services necessary to accomplish the Project and be in accordance with the approved Project Budget and the industries accepted practice and standards for professional services. However, all of the services outlined in this Contract may or may not be applicable to the Project/Program Statement and will require the Professional to identify only the services that are applicable for the Project at hand. The Professional shall determine and coordinate the interface of the services required for the Project at hand and be responsible for identifying any additional services necessary to successfully complete their Project.

PHASE 100 - STUDY PHASE

Provide a complete and comprehensive environmental study consistent with the Project's Program Statement, with itemized construction cost estimates as defined by the Department.

Task 101 **COORDINATION:** Meet with the Project Team and define all areas of investigation. Establish Project Team responsibilities and lines of communications for the assigned Project. Review the status of the study efforts with the Project Team at such frequency and times as may be required to achieve the Project objectives.

Present study documents to the State/Client Agency and the Department for their review at the 50 percent and 90 percent completion intervals and at such other times as the Department deems necessary to completely develop and monitor the Project.

Preside at all Project related meetings and prepare and distribute minutes of all meetings, reports of on-site visitations, correspondence, memoranda, telephone, and other conversations or communications. Where essential or significant information is established or evaluated and/or critical decisions are made, whether in meetings, conversation or email correspondence, include that information or decisions in formal project correspondence and distribute copies to the Project Team within two (2) business days of the date of occurrence, or include such information and decisions in the immediately subsequent project meeting minutes. Meeting minutes shall be distributed within five (5) business days of the meeting.

- Task 102.01 PHASE I - SITE ASSESSMENT: Conduct a Phase I - Site Characterization Assessment of the Project site, its buildings and/or structures, and the natural environment. The survey shall be performed, and reported, in accordance with the current edition of the American Society for Testing and Materials (ASTM) standard practice for E1527-05 Environmental Site Assessment, the instructions for which are part of this Contract and its specifications. The subjects of investigation within the text of this standard practice guide shall be supplemented with such other topics of investigation as may be necessary, and appropriate, to completely describe the Project site. Upon finding any definitive indication of possible defect, or reaching any conclusion that a Phase II Site Assessment Investigation is necessary, photographs and additional site assessment investigations and sampling shall be performed while on-site, using manual and portable power tools and equipment.
- Task 102.02 PHASE II - SITE ASSESSMENT: Upon receiving the Department's written authorization, conduct the Phase II - Site Assessment Investigations to evaluate potential defects identified in the related Phase I - Site Characterization Assessment. Submit a summary report of the Phase II - Site Assessment Investigation in accordance with the Task 110 Report format.
- Task 102.03 SITE CLASSIFICATION: Determine which classification scenarios (Class 1 through Class 4) fit the Project site based on their threat to human health, safety or sensitive environmental receptors in accordance with the Department of Environmental Quality operational memoranda and the American Society for Testing and Materials, Standard Guide for Risk-Based Corrective Action process for sites under Part 213 of the 1994 PA 451, as amended.
- Task 102.04 RESEARCH: Gather and/or develop all data to evaluate and clarify the Project. Research existing data, analyze and refine the concepts of the assigned Project's Program Statement. Through discussions with the Project Team, by interrogation and necessary counsel, establish, in requisite detail, the information required to complete the Study for functional and operational needs of the State/Client Agency's respective program(s), as well as operational factors, maintenance and other support features. Identify all additional research, studies, and analysis necessary to express such objectives and requirements in terms of a fully operable facility or system which will acceptably serve its intended use.
- Task 103.01 INITIAL RESPONSE INVESTIGATIONS: Conduct such on-site investigations as may be necessary to assess any potential for, verify the occurrence/circumstance of, and envision the implications of, fugitive contamination. Except as may be otherwise directed by the Department, the following work of this Task shall be commenced within twenty-four (24) hours of the assignment by the Department:
- A. Perform site surveys and site investigations to identify, and initially assess, the extent of uncontrolled toxic/hazardous materials at the Project site. Conduct site Inspections to detect any immediate hazard to public health, safety, and welfare. Prescribe and oversee implementation of measures to arrest, stabilize, contain, and negate or remedy such hazards. In circumstances posing risk of fire, explosion, or release of toxic materials to the atmosphere, develop contingency response procedure plans for the affected area. Prepare submittals, and provide all information necessary to secure the approval of the State and the local disaster preparedness authority having governing jurisdiction at the Project site.
 - B. Recommend procedures for the safe execution of the affected State/Client Agency functions, consistent with the character and impacts of the site contamination. Provide appropriate information for notifications to personnel impacted by the site contamination, and/or for the Department of Environmental Quality's use in its public information program regarding the site contamination. Provide no statements to State/Client Agency staff, wards of the State, inmates, news media, or the public, regarding any circumstance of the site contamination.
 - C. Provide, on the Department's behalf, the appropriate notifications to the Department of Environmental Quality's, State Project Manager and the local and State government agencies and identify any reportable quantities of hazardous materials that may have been released, as required by the 1994 PA 451, as amended. Provide reports required by the 1994 PA 451, as amended, and make all other required notifications to the respective enforcing agency(s). Prepare and provide the initial response investigation(s) reports for this Task, in accordance with the Task 110 Report format or the format required by the enforcing agency.
- Provide initial response services including emergency response to a new spill or source area at the request of the Department of Environmental Quality.
- Task 103.02 ANALYSIS: Analyze data, information and research gathered. Create draft recommendations or results of the study and research. Upon completion of all on-site field investigation activities, prepare a complete study report. If appropriate, provide itemized construction cost estimates. The analysis will correlate, describe, and record research findings and information for the Project Team's understanding and acceptance. Transcribe and consolidate all existing data, studies and the research analysis of Task 102 into a draft study report. Submit five (5) copies of the draft study report to the Project Team at 50 percent and 90 percent completion review intervals and solicit review comments.

- Task 104 PRELIMINARY SITE INVESTIGATION: Conduct the following on-site Inspections, and research, as appropriate, to define the Project site and the circumstances of the site contamination:
- A. Identify and analyze the character, use, history, construction, utilities, and all other pertinent built and natural features of the site, and those within any proximate area which may be impacted by, subject to, responsible for, or contributory to, fugitive contamination. Secure, for reference, all site maps utility/building/structural drawings, well/boring records, surveys, any enforcement records, and all other applicable data. Conduct additional on-site surveys and investigations as necessary to adequately define and depict the Project site. Identify all known, and suspected, contaminants and those that may be predictable from previous site usage.
 - B. Conduct an evaluation of the existing data based on preliminary site data and the characteristics of the contaminants, and to the extent that reasonable predictions can be made, envision the source(s), routes, and consequences of active contamination and inspect for indications thereof. As applicable, prepare and submit, on the Department's behalf, a site characterization plan in accordance with the 1994 PA 451, as amended. Prepare and provide preliminary site investigation report(s) for this Task in accordance with the Task 110 Report format requirements.
 - C. Conduct Tier 1 Assessment for sites under Part 213 of the 1994 PA 451, as amended. Gather site assessment data on source characterization, potential for exposure and degradation of beneficial uses and extent of contamination. Evaluate Tier 1 results for no action, final corrective action, interim corrective action or tier upgrade-further analysis. Prepare and provide the ninety (90) calendar day initial assessment report in accordance with the report format required by the Department of Environmental Quality.
- Task 105 PROJECT WORK PLAN: Prepare a complete, cost effective, viable, and efficient, work plan to determine the extent and degree of environmental contamination at the Project site.
- A. The work plan shall be consistent with the Department's approved Project/Program Statement scope of work and the governing enforcing agency's guidelines for preparation of Project work plan(s). Incorporate the Project specific adapted Project Health and Safety Plan and Quality Control/Quality Assurance Plan of Tasks 602 and 603 and the cost and schedule estimate of Task 108 and Task 109. Summarize the preliminary site investigation findings of Task 104. Develop an appropriate program of sampling and other specialized, nondestructive, investigations to adequately characterize the Project site with respect to geologic, hydrogeologic, hydrologic, topographic, surface and ground water, soil, sediment, air quality, biota, demographics, and other parameters influencing, or, influenced by the contaminants, and/or affecting the vertical and horizontal dispersal and intensities of contaminants, and the migration of the same. Support each line of site investigation with the logic and principals underlying and being applied to define test indicators, detection levels, expected background levels, and the prescribed Project work.
 - B. Where Project site sample analysis is to be by other than the Professional firm's own staff, or subcontracted laboratory, the work plan shall include, as appendixes, a listing of the type, method, and number, of environmental tests to be performed and an inventory of all sampling supplies required. The work plan shall be objectively composed and shall not identify the Professional, by name, as performing any part of the work plan. This document shall be so comprehensive, definitive, clearly presented, and self-contained, that the intended work may readily be competitively bid from that document. Review the work plan with the Project Team and revise as required. Where the Project requires, submit the work plan in accordance with the 1994 PA 451, as amended. Submit the work plan and report in accordance with the Task 110 Report work plan format requirements.
- Task 106 REMEDIAL INVESTIGATION/SITE ASSESSMENT: Direct, or as appropriate supervise, the Phase 600 and 700 related Tasks of this Contract for site specific surveys, sampling and subsurface investigations as necessary to fully identify and/or monitor the circumstances of contamination.
- Task 106.01 Conduct all site investigation work in accordance with the requirements of the accepted Project work plan (and such extensions and modifications thereof as the governing enforcement authority may require), and with the Project schedule. Notify the Department and the governing enforcing agency of all sampling with adequate advance notification to allow for their participation.
- Task 106.02 Provide a summary report of all findings and determinations. Include and analyze the results of all laboratory testing. Conduct dispersion modeling as appropriate. Identify and define all geological parameters having influence. Depict the results of all data to graphically show the location(s), vertical and horizontal extent, profiles, and intensities of the site contamination, any plume orientation/rate of dispersion, and the characteristics of any impacted soils and surface/ground water. Identify all computer programs used to reduce, analyze, and otherwise use data. Analyze and provide a risk assessment of the site contamination consistent with the United States Environmental Protection Agency (USEPA) and the Department of Environmental Quality evaluation criteria.

The finalized report shall be sufficiently objective, comprehensive, and inclusive that no other reference will be required to understand the circumstances of the site contamination, determine the appropriate method of remediation, and submit proposals for its design. Submit the remedial investigations reports in accordance with the Task 110 Report format requirements.

Task 106.03 Conduct Tier 2 Assessment: Upon receiving the Department's written authorization, to consider site-specific target levels (SSTLs) and appropriate points of compliance in accordance with the Department of Environmental Quality operational memoranda and the American Society for Testing and Materials, Standard Guide for Risk-Based Corrective Action process. Evaluate the results of Tier 2 for no action, final corrective action, interim corrective action or tier upgrade. Provide a summary report of the Tier 2 assessment in accordance with the report format required by the Department of Environmental Quality.

Task 106.04 Conduct Tier 3 Assessment: Where the Project requires under Part 213 of the 1994 PA 451, as amended. Upon receiving the Department's written authorization, conduct Tier 3 assessment to consider a more refined site-specific target levels to improve the accuracy of the applicable models in accordance with the Department of Environmental Quality operational memoranda and the American Society for Testing and Materials, Standard Guide for Risk-Based Corrective Action process. Evaluate the results of Tier 3 for no action, final corrective action or interim corrective action. Provide a summary report of the Tier 3 assessment in accordance with the report format required by the Department of Environmental Quality.

Task 106.05 Conduct a Site Characterization: By collecting sufficient data to understand source area(s), define the nature and extent of contamination, understand contaminant transport and exposure pathways and design a remediation system. Conduct a feasibility study to select a viable and most economical remedial alternative for implementation as a corrective action plan at the site. Prepare the final assessment three-hundred and sixty-five (365) calendar day report. Prepare a closure report for the sites qualified for closure under Part 213 of the 1994 PA 451, as amended. Provide the reports in accordance with the report format required by the Department of Environmental Quality.

Task 106.06 BUILDINGS/AIR QUALITY: Define and conduct the appropriate testing program to confirm and/or establish the existing baseline/ambient air quality for the site/building(s)/facility and to identify any level(s) of contamination therein.

- A. Determine the local air quality as reported by most current air quality report of the Department of Environmental Quality, Air Quality Division. Such program shall consist of one (1) or more sampling stations on-site and upwind of buildings. Within buildings and structures, identify and sample appropriate areas of homogeneous use, common air supply/return/circulation. Provide a minimum of three (3) samples per area known to contain hazardous materials or sources of contamination as well as one (1) or more representing the main ventilation system air return within each mechanical room, boiler room, and utility tunnel, at all open space or above ceiling plenums, and at such other locations as may represent quantifiable areas having common air supply or circulation characteristics.
- B. Present test results in comparison to standard limits of concentrations allowed and/or recommended by the Department of Community Health, the Department of Environmental Quality, the Michigan Occupational Safety and Health Regulations, and the United States Environmental Protection Agency. Present findings in such format as the Department may prescribe. Verbally notify the governing enforcing agency and the Department of any test results exceeding allowable limits and confirm notice in writing. Provide a summary testing report in accordance with the Task 110 Report format requirements.

Task 106.07 HAZARDOUS MATERIALS: Define and conduct an appropriate bulk sampling program for suspected toxic/hazardous materials and/or for waste characterization.

- A. ASBESTOS: Assess all asbestos containing materials and provide a management plan and operating/maintenance program in the following format:
 - (1) Assessment.
 - (2) Management Plan.
 - (3) Operations and Maintenance Program.

Task 107 RISK ASSESSMENT: Provide support to the Department and the State/Client Agency to determine ecological and human health risks at the site due to the presence of contaminants. Conduct statistical analysis and data evaluations to support risk assessment. The Professional will evaluate site specific data on a reach by reach basis to develop statistically significant relations of contaminants, to the extent that the data allow.

Task 107.01 ECOLOGICAL RISK ASSESSMENT: Provide support to the Department and the State/Client Agency to determine risks posed by contaminants at the site. Evaluate the studies, analysis, models and comments on the Ecological Risk Assessment provided by the Potential Responsible Parties (PRPs) and/or the United States Environmental Protection Agency (USEPA) and prepare a response to address the issues/comments.

- Task 107.02 HUMAN HEALTH RISK ASSESSMENT: Provide support to the Department and the State/Client Agency to determine risks posed by contaminants at the site to humans. Evaluate the studies, analysis, models and comments on the Human Health Risk provided by PRPs and/or USEPA and prepare a response to address the issues/comments.
- Task 108 PROJECT COST: Provide itemized construction cost(s) estimates for each Project and maintain current, the estimated cost for, and expenditures of each Task of each respective Phase. In addition to remediation costs, such costs shall include, and specifically identify, all professional, testing, construction, and remediation costs, as well as any costs to maintain the State/Client Agency facility operations. Project cost analysis shall consider funding sources availability, and all steps of the Project Budget and appropriation processes and similar allocation processes affecting funding availability. Such availability shall be compared to projected cash flows. Where any cost is projected to occur over more than one (1) fiscal year, the estimate shall reflect annual costs.
- Task 109 PROJECT SCHEDULE: Provide and submit for the Department and the State/Client Agency's acceptance, and maintain current for each assigned Project, a schedule for the events of Tasks 104, 105, 106, and 107. The schedule format will be prescribed by the Department. This schedule shall include the procedural steps of Project Budget submittal, legislative appropriation, and the allocation and release of funds. Project schedules shall be in total compliance with the requirements of any court order(s), consent agreement(s) or other governing directive(s). Prescribed, agreed upon, or historically reasonable schedule times shall be included for reviews and approvals by the governing enforcing agency and for budgetary processes. Such schedules shall be provided in undated unit time durations (day(s), week(s), month(s), etc.) Project schedule dates will be incorporated when approvals or other written orders to proceed become known. Adherence by the Professional, to the Project's accepted schedule time/duration is a condition for satisfactory performance of this Contract.
- Task 110 PROJECT STUDY REPORTS: Submit weekly written reports for the work of Tasks 103, 104, 106, and 107 (or as the Department may require) which briefly summarize the on-site field investigation activities, findings, significant decisions, and accomplishment of the preceding period. These reports shall transmit and summarize the findings of the on-site field investigation reports of the Phase 700 Project Tasks. Give notice of identified, or anticipated, problems which require response by the Project Team. Project study reports shall identify any significant deviations from the accepted Project work plan, itemized construction cost estimate, or schedule, and provide explanations of the same.
- A. Submit the Task 102, draft, preliminary, and final versions, of the Project written report in accordance with the current edition of the American Society for Testing and Materials (ASTM) standard practice for E1527-05, Environmental Site Assessment and as outlined in the Department's approved Project/Program Statement, and the summary reports of Tasks 102, 103, 104, 106, and 107 as the Department may require. Prepare all revisions thereto as the Project Team may deem necessary to produce complete and acceptable report documents. The draft, preliminary, and final reports of Tasks 102.01, 103, 104, 105, 106, and 107 shall be as required by the governing enforcing agency or the Department, as appropriate, and shall include as a minimum the following items:
1. Problem
 2. Conclusion
 3. Recommendations
 4. Discussion, details, and documentation
- B. Provide copies of the finalized work plan of Task 105 and summary reports of Tasks 102, 103, 104, 106, and 107 as necessary for submittal to the governing enforcing agency and the Department, along with one (1) camera-ready original, suitable for legible reproduction. In addition, copies of the work plan, and all study reports of this Phase shall be provided to the Project Team members along with up to five (5) additional copies to be distributed as the Department may direct. Provide the Department copies of all electronic/computer data records generated for the Project scope of work, suitable for reapplication to the Project by others.
- C. When directed by the Department, submit the Project work plan and reports to the governing enforcing agency on the State/Client Agency's behalf. Monitor the progress of the approval process. Attend all Project related meetings, make presentations, explain all submitted technical data and proposals, provide and submit such amending information, and make such revisions, as may be necessary for the governing enforcing agency's evaluation and approval of the Project work plan and report. Provide environmental investigation/study presentations as indicated in the Project scope of work plan for Department acceptance and incorporate all study review comments required for Department written acceptance of the Project program analysis report. Provide one (1) acceptable environmental investigation/study presentation to the Project Team for this Task. Any additional environmental investigation/study presentations requested by the Department will be considered extra professional services and the additional environmental investigation/study costs will be paid to the Professional firm by the Department with a Contract Change Order.

Task 111 DATA MANAGEMENT: Review data submitted by Potential Responsible Party (PRP) to determine completeness, integrity, and comparability to other data sets. Develop and manage a comprehensive database to allow the Department and the State/Client Agency access to all electronically submitted data. Run queries on the data at the direction of the Project Director to support the agency's analysis and decision making processes. Review and validate data submitted by Potential Responsible Party (PRP) on quarterly basis. Provide data queries, maps, and associated summaries as requested by the Department and the State/Client Agency.

Task 112 DOCUMENT MANAGEMENT: Provide services to the Department and the State/Client Agency Project to organize, log, maintain document database, and manage the documents associated with the administrative records for the site. Assist the Department and the State/Client Agency in locating, copying, and distributing documents as requested through the Freedom of Information Act or as otherwise requested by the Department and the State/Client Agency. Project

ARTICLE II COMPENSATION

In consideration of the performance of this Contract, the Department agrees to pay the Professional, as compensation for professional services, an hourly billing rate for each employee providing a direct service to this Project, on a not-to-exceed basis as specified herein, subject to subsequent modification mutually agreeable to the parties hereto; provided, however, the Professional may not incur costs, or bill the Department, for professional services in excess of the estimates established for this Project without the prior written agreement of the Department. The attached proposal prepared by the Professional in response to the Request for Proposal, by the Owner, may describe methodology, services, schedule, and other aspects of the work to be performed under the Contract but does not supersede the Contract.

Compensation to the Professional shall be on an hourly billing rate basis for professional services rendered by salaried and non-salaried professional, technical, and technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the amount authorized for that Phase, unless authorized in writing by the Department's approved Contract Change Order. Professional services shall not be performed and no Project expense shall be incurred by the Professional firm prior to the issuance of a written and signed Professional Services Contract and a DMB Form 402 - Contract Order by the Department to the Professional, authorizing the Professional to start the Project.

Compensation to the Professional for services and authorized technical and technical support employees performing a direct service for this Project shall be determined using the Professional firm's billing rates. The Professional firm's hourly billing rate cost shall be the actual amount paid for the employee services on the Project exclusive of fringe benefits, vacations, sick leave, other indirect costs, and profit. Such costs and the Professional firm's hourly billing rates shall not change during the life of this Contract without written approval by the Department. The Professional firm's hourly billing rates may also include: (1) All consumables used by the Professional or the Professional firm's Consultants for collection of samples to be tested and analyzed by others; and (2) The costs of owning, operating, maintaining, insuring, and replacing all direct reading/measuring and testing instruments designed for on-site field Inspection and testing work, along with their computer or data recorders, as the Professional may use for on-site field Inspections, investigations, measuring, sampling, or testing services. See attached Appendix for the guide to overhead items allowed for the professional services contractor firm's hourly billing rate calculation. Reimbursement for the Project/Program Statement scope of work requirements will be provided only for Department approved items authorized for reimbursement compensation in this Contract. Compensation is approved and authorized by the Department on a per test basis for laboratory services by Professional firm(s) identified and listed in this Contract to: (1) Test and analyze samples collected by their technical employees; and (2) The Professional firm's per test costs shall be recognized by the Department to include all consumables necessary to prepare and secure the respective sample(s) and to conduct the required analytical testing procedures thereon. NO mark-up of these items shall be allowed.

The Professional shall provide, but no additional monetary compensation shall be allowed, for the professional services necessary to respond to and resolve all claims arising wholly or in part from the Professional firm's Design and Contract Documents/study/design/drawing errors or omissions or other aspects of the Project's design or the Professional firm's performance which is inconsistent with the Professional or Construction Contract.

2.1 PREMIUM TIME/OVERTIME: This Contract anticipates that no premium or overtime is required to achieve the Project's scope of work. No compensation will be allowed to the Professional for any premium or overtime cost incurred to achieve the Project schedule of this Contract, unless directing in writing by the Project Director.

2.2 EMPLOYEE HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect monetary costs to the State for the Professional's services under this Contract other than the authorized and approved reimbursements. Hourly billing rates shall be based on the Professional's documented historical operating expenses and adjusted for Project specific costs. In no case shall this documentation period include more than eighteen (18) months prior to the date of award of this Contract. The Professional may not provide different hourly billing rates for the same individual for different Phases.

No lump-sum amounts of any of the Firm's employees may be billed against this Contract. Any employee associated with this Project who performs the professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate. The hourly billing rate charge of any employee may be changed by the Professional with a written and Department approved Contract Modification during the life of this Contract to account for normal personnel pay increases.

Hourly billing rates include, but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, and all Project related travel expenses for Projects less than one-hundred (100) miles in each direction from the closest Professional's Michigan office, computer costs/operating costs and time, telephone, telephone-related services, and all reproduction services (except Contract Bidding Documents).

The hourly billing rate also includes all reproduction costs for design interpretations, study/design clarifications and Bulletins related to design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, design interpretations, or construction on-site/field Inspections), and all similar, or avoidable costs shall be accounted as part of the Professional's calculated hourly billing rate. All incidental postage, mail, or other shipping or delivery services, acquisition, bad debts, previous business losses, employment fees, depreciation, and operating costs for equipment, including computer design and/or computer drafting systems, and any specialized testing equipment are to be included. The hourly billing rate shall include, without exception, secretarial, computer/typing/word processing, editing, and clerical services utilized in any way for the Project as well as other non-technical and/or overhead employees. The hourly billing rate also includes all profit without regard to its form or distribution.

Items not allowable as part of the Professional's calculated hourly billing rate include, but are not limited to: Any costs associated with litigation and settlements for the Professional, or other liability suits, out-of-state offices, and associated travel, bonuses, profit sharing, premium/overtime costs, public relations, entertainment, business promotion, contributions, and various speculative allowances.

The hourly billing rate for the Professional may not be applied to the work of the Professional's Consultant's staff. Each Consultant firm must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide as part of the Proposal. The hourly billing rate of the respective Consultant firm shall be used for that Consultant firm's personnel only. No mark-up to Consultant firm's charges will be allowed.

2.3 RANGE OF EMPLOYEE HOURLY BILLING RATES: The Professional shall identify the service being provided and include the Professional's or Consultant's employee(s) full names and position classifications for the Project and their current hourly billing rates at the beginning and at the anticipated end of the Project. This hourly billing rate range shall reflect any anticipated pay increases over the life of the Contract. The range of hourly billing rates for any employee position or classification may not be changed without an approved Contract Modification.

2.4 DIRECT COST REIMBURSEMENT ITEMS: The Professional's Consultant services and authorized reimbursable expenses shall be treated as an authorized reimbursable expense item at a direct cost. The Professional shall be responsible for the selection of the supplier of their professional services or materials, the coordination, adequacy and application of their professional services, whether provided by the Professional's staff or provided by their Consultant, any Project costs that exceed the Contract per Phase reimbursement Budget. Unless pre-authorized by the Department, direct cost reimbursement items shall be limited to the actual cost.

Project related travel expenses (mileage, meals, lodging) for Projects more than one-hundred (100) miles in one-way from the Professional's Michigan office shall be treated as an authorized reimbursable expense at the State of Michigan's current travel rates.

Compensation for this Contract shall not exceed the amounts per Project Phase shown in the attached Contract Order unless authorized by a Department approved Contract Modification.

It shall be the Professional's responsibility to carefully monitor their and their Consultant firms Project costs, activities, and progress and to give the Project Director timely notification of any justifiable need to increase the authorized fee. The Professional may not proceed with professional services that have not been authorized by the Project Director and shall immediately notify the Project Director if such services have been requested or have become necessary.

Identification of Professional and Consultant staff, hourly billable rates, and an itemized list per Project Phase of authorized direct cost reimbursement items are identified in the attached Professional's proposal.

ARTICLE III PAYMENTS

Payment of the professional services fee shall be based on the Professional's performance of authorized professional service(s) performed prior to the date of each submitted payment request. Payment requests shall be submitted monthly to the Project Director on a payment request form (DTMB-0440). Payment for each monthly submitted payment request shall be made within thirty (30) consecutive calendar days following the Department's approval of the payment request.

Payment requests shall include signed certification by the Professional of the actual percentage of work completed as of the date of invoicing for each Phase and summarize the amounts authorized, earned, previously paid, and currently due for each Project Phase. Payment requests shall be supported by itemized records or documentation in such form and detail as the Department may require. Each of the Professional's Consultant's submitted payment request applications shall include similar information. This includes, but is not limited to:

- a) Phase Numbers for the professional services provided.
- b) Professional's personnel and position/classification providing service and hours worked
- d) Current hourly billing rate charges for each individual position/classification.
- e) Copy of certified on-site visitation log or site visit report showing time on-site.
- f) Itemized invoices from each of the Professional's Consultant's documenting that firm's professional services charge and the Project work related services provided.
- g) Authorized reimbursable expense items provided with receipts and invoices.

ARTICLE IV ACCOUNTING

The Professional shall keep current and accurate records of Project costs and expenses, of hourly billing rates, authorized reimbursable expense items, and all other Project related accounting document to support the Professional's monthly application for payment. Project records shall be kept on a generally recognized accounting basis. Such records shall be available to the Department for a period of three (3) years after the Department's final payment to the Professional. The State of Michigan reserves the right to conduct, or have conducted, an audit and inspection of these Project records at any time during the Project or following its completion.

ARTICLE V INSURANCE

The Professional shall purchase, maintain and require such insurance that will provide protection from claims set forth below which may arise out of or result from the Professional firm's services under this Contract, whether such service is performed by the Professional or performed by any of the Professional firm's Consultant's or by anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable. The following insurance policy limits described below are intended to be the minimum coverage acceptable by the State:

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of or result from or are alleged to arise out of or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State. To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best Company internet web site at <http://www.ambest.com>.
- (f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
- (g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three (3) years following the termination of this Contract.
- (h) The minimum limits of coverage specified are not intended, and may not be construed; to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (i) The Contractor is responsible for the payment of all deductibles.
- (j) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.
- (k) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

- (l) **Workers' Compensation Insurance:** The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.
- (m) **Motor Vehicle Insurance:** If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.
- (n) **Commercial General Liability Insurance:** For claims for damages because of bodily injury or death of any person, other than the Professional's employees, or damage to tangible property of others, including loss of use resulting therefrom, to the extent that such kinds of liability are not insured by other specific liability insurance and are ordinarily insurable under general liability insurance. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.
- (o) Except where the State has approved a subcontract with other insurance provisions, the Professional must require any Consultant/Subcontractor to purchase and maintain the insurance coverage required in this Article. Alternatively, the Contractor may include a Consultant/Subcontractor under the Professional's insurance on the coverage required in that Section. The failure of a Consultant/Subcontractor to comply with insurance requirements does not limit the Professional's liability or responsibility.
- (p) If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.
- (q) Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the **(1) project file number; (2) the project title; and (3) description of the program**, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.
- (r) Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Environmental and Pollution Liability (Errors and Omissions)	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Contractor must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	<p>The Professional firm's Errors and Omissions coverage shall include coverage for claims resulting from acts of forbearance that cause or exacerbate pollution and claims of bodily injury and property damage. This insurance is required of all Professional firms who conduct professional environmental services including, but not limited to, any of the Phase 100 – Study services:</p> <p><i>Contractual Liability Insurance for claims for damages that may arise from the Professional's assumption of liability on behalf of the State under Article VI concerning indemnification for errors, omissions, or negligent acts in the course of the professional service or other provision within this Contract to the extent that such kinds of contractual liability are insurable in connection with and subject to limits of liability not less than for the general liability insurance and the professional liability insurance and set forth in subsections (c) and (d) above.</i></p>

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State). The attached, Certificates of Insurance documents required for this Project shall be in force for this Project until the final payment by the State to the Professional is made and shall be written for not less than any limits of liability specified above. The Professional has the responsibility for having their Consultant firm's comply with these insurance requirements.

ARTICLE VI INDEMNIFICATION

- (a) To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Professional in the performance of this Contract and that are attributable to the negligence or tortious acts of the Professional or any of its Subcontractors/Consultants, or by anyone else for whose acts any of them may be liable.
- (b) **Employee Indemnification:** In any and all claims against the State of Michigan, its departments, divisions, agencies, boards, sections, commissions, officers, employees and agents, by any employee of the Professional or any of its Subcontractors/Consultants, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Professional or any of its Subcontractors/Consultants under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

- (c) Patent/Copyright Infringement Indemnification: To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 Professional or its Subcontractors/Consultants, or the operation of such equipment, software, commodity or service, or the use of reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or services, or its operation, become or in the State's or Professional's opinion be likely to become the subject of a claim of infringement, the Professional shall at the Professional'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 Professional, (ii) replace or modify to the State's satisfaction 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 Professional, (iii) accept its return by the State with appropriate credits to the State against the Professional's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Professional shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Professional, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Professional under this Contract.

ARTICLE VII OWNERSHIP OF DOCUMENTS

All Project deliverables, including but not limited to: reports, Bidding Documents, Contract Documents, electronic documents and data, and other Project related documents, including the copyrights, prepared and furnished by the Professional shall become the property of the State of Michigan upon completion of the Project, completion and acceptance of the professional's work, or upon termination of the Contract. Project deliverables shall be delivered to the Department upon their request. The Professional shall have no claim for further employment or additional compensation as a result of this Contract requirement. The Professional may retain a copy of all Project documents for their files.

If the Professional is in default or breach of its obligations under this Contract, the State shall have full ownership rights of the Project deliverables, including Bidding Documents and Contract Documents, including all electronic data. If the Professional is in default or this Contract Agreement is terminated, the State shall not use the Contract Documents and deliverables of this Contract for completion of the Project by others without the involvement of other qualified Professionals who shall assume the professional obligations and liability for the Project work not completed by the Professional. To the fullest extent allowed by law, the State releases the Professional, the Professionals Consultant(s) and the agents and employees of any of them from and against legal claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the Contract Documents other than in accordance with this Contract Agreement.

All Contract deliverables listed may be published or issued for informational purposes without additional compensation to the Professional. The Professional may not use any of the Contract Documents and Contract deliverables for any purpose that may misrepresent the professional services they provided.

The Professional shall retain full rights to the Contract Documents and deliverables and the right to reuse component information contained in them in the normal course of the Professional's professional activities.

The Contract deliverables, Contract Documents, or other documents produced under this Contract may be used by the Department, or others employed by the Department or State of Michigan, for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without monetary compensation to the Professional.

The State of Michigan will not construct additional Projects or buildings based on the work of this Contract without notice to the Professional.

Whenever renderings, photographs of renderings, photographs or models, or photographs of the Project are released by the State of Michigan for publicity, proper credit for design shall be given to the Professional, provided the giving of such credit is without cost to the State of Michigan.

**ARTICLE VIII
TERMINATION**

The State may, by written notice to the Professional, terminate this Contract in whole or in part at any time, either for the State's convenience or because of the failure of the Professional to fulfill their Contract obligations. Upon receipt of such notice, the Professional shall:

- a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and
 - b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Contract, whether completed or in process.
- 8.1 If the termination is for the convenience of the State, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed professional services.
- 8.2 If the termination is due to the failure of the Professional to fulfill their Contract obligations, the State may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Professional shall be liable to the State for any additional cost occasioned to the State thereby.
- 8.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Professional had not so failed, the termination shall be deemed to have been effected for the convenience of the State. In such event, adjustment in the Contract price shall be made as provided in Section 8.1 of this article.
- 8.4 The rights and remedies of the State provided in this article are in addition to any other rights and remedies provided by law or under this Contract.

**ARTICLE IX
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither of the parties hereto shall assign this Contract without the prior written consent of the other.

**ARTICLE X
GOVERNING LAW**

This Contract shall be construed in accordance with the laws of the State of Michigan.

**ARTICLE XI
NONDISCRIMINATION**

In connection with the performance of the Project under this, the Professional agrees as follows:

- a) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. The Professional will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.
- c) The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Professional's nondiscrimination commitments under this article.

- d) The Professional will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; and all published rules, regulations, directives and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of award of this Contract.
- e) The Professional will furnish and file nondiscrimination compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of the Professional and of each of their Consultant firms. The Professional will permit access to all books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain nondiscrimination compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended.
- f) In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that the Professional has not complied with the contractual nondiscrimination obligations under this Contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the State Administrative Board may order the cancellation of the Contract found to have been violated, and/or declare the Professional ineligible for future Contracts with the State and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Professional complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Professional is declared ineligible to Contract as a contracting party in future Contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing Contract is a possibility, the State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
- g) The Professional shall also comply with the nondiscrimination provisions of 1976 PA 220, as amended, concerning the civil rights of persons with physical or mental disabilities.
- h) The Professional will include, or incorporate by reference, the nondiscrimination provisions of the foregoing paragraphs a) through g) in every subcontract or Contract Order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or Contract Order that said nondiscrimination provisions will be binding upon each of the Professional's Consultant's or seller.

**ARTICLE XII
CONTRACT CLAIMS AND DISPUTES**

In any claim or dispute by the Professional which cannot be resolved by negotiation, the Professional shall submit the claim or dispute for an administrative decision by the Department of Technology, Management and Budget, Director of Facilities and Business Services Administration within thirty (30) consecutive calendar days of the end of the disputed negotiations, and any decision of the Director of Facilities and Business Services Administration may be appealed to the Michigan Court of Claims within one (1) year of the issuance of the Director's decision. The Professional agrees that the Department's appeal procedure to the Director of Facilities and Business Services Administration is a prerequisite to filing a suit in the Michigan Court of Claims.

**ARTICLE XIII
DEFINITION OF TERMS**

The definition of terms and conditions of this Contract are described and outlined in the following Articles I through XIV and attached appendices. The capitalized defined terms used in this Professional Services Contract shall have the following definitions:

ADDENDA: Written or graphic numbered documents issued by the Department and/or the Professional prior to the execution of the Construction Contract which modify or interpret the Project Bidding Documents, including drawings, and specifications, by additions, deletions, clarifications or corrections. The Addenda shall: (1) Be identified specifically with a standardized format; (2) Be sequentially numbered; (3) Include the name of the Project; (4) Specify the Project Index No., Project File No., the Contract Order No. Y, and a description of the proposed Addenda; and (5) Specify the date of Addenda issuance.

As such, the Addenda are intended to become part of the Project Contract Documents when the Construction Contract is executed by the Professional's recommended lowest responsive, responsible qualified Construction Contractor. An Addendum issued after the competitive construction Bid opening to those construction Bidders who actually submitted a Bid, for the purpose of rebidding the Project work without re-advertising, is referred to as a post-Bid Addendum.

BID: A written offer by a construction Bidder for the Department. Project construction work, as specified, which designates the construction Bidder's base Bid and Bid price for all alternates.

BIDDER: The person acting directly, or through an authorized representative, who submits a competitive construction Bid directly to the Department.

BIDDING DOCUMENTS: The Professional's Project Contract Documents as advertised, and all Addenda issued before the construction Bid opening, and after the construction Bid opening, if the Project construction work is rebid without re-advertising. Bidding Documents shall consist of: the Phase 500 - Final Design drawings and specifications, any Addenda issued, special, general, and supplemental conditions of the Construction Contract, and modifications, if any, to standard forms provided by the Department. Such forms consist of: the Project advertisement, the instructions to Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the form of agreement between the Department and the Construction Contractor for the Project work requirements.

BID SECURITY: The monetary security serving as guarantee that the Bidder will execute the offered Construction Contract or as liquidated damages in the event of failure or refusal to execute the Construction Contract.

BUDGET: The maximum legislatively authorized Budget amount to be provided by the State of Michigan and available for a specific purpose or combination of purposes to accomplish the Project for this Contract.

BULLETIN: A standard document form (DMB-485, Bulletin Authorization No. and the DMB-489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders) used by the Department to describe a sequentially numbered change in the Project under consideration by the Department and the Professional and to request the Construction Contractor to submit a proposal for the corresponding adjustment in the Contract price and/or Contract time, if any. These standard document forms are a part of the "DMB-460, Project Procedures" documents package.

CONSTRUCTION CONTRACT: A separate written Contract agreement between the Construction Contractor and the Department for the construction, alteration, demolition, repair, or rebuilding of a State/Client Agency building or other State property.

CONSTRUCTION CONTRACTOR: Any construction firm under a separate Contract to the Department for construction services.

CONSTRUCTION INSPECTION SERVICES: The Professional's field Inspections of the Project during the construction Phase of this Contract which includes but is not limited to: (1) Documenting the quantity and quality of all Project construction work and verifying that the Project construction work is properly completed; (2) Resolve Project problems that are affecting the Project construction work, certify payment requests, process Bulletins, Contract Change Order recommendations, and requests for information (RFI's) in a timely manner as prescribed in the Department's, "MICHSPEC 2001 Edition of The Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" or the current Department, DMB Short Form 401 - Proposal and Contract/Front-End Package for Small Projects for Professional Services Contractors (PSC) with General Conditions for Construction and Instructions to Bidders" as adopted and modified by the State of Michigan and incorporated into the Construction Contract; and the (3) Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's Project Director and their Department Field Representative that the Project construction work is in compliance with the Professional's design intent and that the Project has been completed by the Construction Contractor in accordance with the Professional's Phase 500 - Contract Documents/drawings and specifications requirements.

The Professional shall provide sufficient Inspections of the Project during the construction Phase to administer the construction Phase field and office services as directly related to the degree of Project complexity, up to and including full-time field Inspections. Construction field Inspections shall occur as the construction field conditions and the Project may require and during the regularly scheduled monthly progress and payment meetings. The Professional shall use for their construction field Inspection services, only personnel having professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve.

The Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

CONSULTANT: Any individual, firm, or employee thereof, not a part of the Professional's staff, but employed by the Professional and whose professional service cost is ultimately paid by the State of Michigan, either as a direct cost or authorized reimbursement. This includes the recipient(s) of Contract Orders for material, support, and/or technical services. Also, included are persons and firms whose management and/or direction of services are assigned to the Prime Professional as may be provided elsewhere in this Contract.

CONTRACT CHANGE ORDER: A standard document form (DMB-403) issued and signed by the State of Michigan and signed by the Professional which amends the Project Design Professional's Contract Documents for changes in the Project/Program Statement or an adjustment in Contract price and/or Contract time, or both.

CONTRACT DOCUMENTS: The Professional's Phase 100 - Study, Final Report and Phase 500 - Final Design plans/drawings, specifications, Construction Contract, instructions to construction Bidders, proposal, Bidding Documents, agreement, conditions of the Contract, payment bond, performance/labor and material bond, prevailing wages, all Addenda, and attachments as may be necessary to comprise a Construction Contract for the Project. Specifications for this Contract will be prepared for Division 00 through 49, in the 2004 Master Format Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the Project.

CONTRACT MODIFICATION: A form (DMB-410) amending the Contract signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Project/Program Statement or previously unknown on-site field conditions as approved by the Department will be compensated to the Professional by way of the Contract Modification in accordance with the Article II, Compensation text of this Contract. Any Contract Modification of this Professional Services Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional's Phase 100 – Study, Final Report and Phase 500 - Contract Documents study/design errors, omissions or neglect on the part of the Professional.

CONTRACT ORDER: A form (DMB-402) issued and signed by the State of Michigan authorizing a Professional to: (1) Begin to incur Project expenses and proceed with the Project on-site; and (2) Provide professional services for the fee amount designated in the Phases of the Contract Order. Issuance of the DMB-402 certifies that: (1) The State will enter into a Professional Services Contract for the professional services described in the various Phases of this Contract; and that (2) The proper three (3) sets of Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the Professional's Professional Services Contract by the FBSA, DCD Director.

DEPARTMENT: The Department of Technology, Management and Budget, Facilities and Business Administration, Design and Construction Division. The Department will represent the State of Michigan in all matters pertaining to this Project. This Professional Services Contract will be administered through the Department on behalf of the State of Michigan and The State/Client Agency.

DESIGN MANUAL: Provides the Professional with information regarding the Department's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" review process requirements regarding the uniformity in Contract materials presented to it by the Professional and the State/Client Agency(ies). This manual contains the following noted standards, instructions, and procedures information for: (1) General instructions for planning documents from Phase 100-Study through Phase 500-Final Design; (2) Net and gross area/volume; (3) Project cost format; (4) Outline architectural and engineering specifications; (5) Specifications in documentation Phase; (6) Instructions for proposal; (7) Bidders questionnaire; and the (8) Project job sign.

DIRECTOR: The Director of the Department of Technology, Management and Budget or their authorized State of Michigan representative.

DIRECTOR-FBSA: The Director of the Department of Technology, Management and Budget, Facilities and Business Services Administration or their authorized State of Michigan representative.

DEPARTMENT FIELD REPRESENTATIVE: An employee of the State under the direction of the Project Director who provides the Inspection of construction Projects for compliance with the design intent of the Professional's Phase 500 - Contract Documents/drawings and specification requirements and the building construction codes.

The Department Field Representative is the liaison between the Construction Contractor, the Professional, and the Project Director. The Project Director, or their Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project meetings. Unless delegated by specific written notice from the Department, the Department Field Representative has no authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

INSPECTION: The Professional and their Consultant firm's on-site and/or off-site examination of the Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's, Project Director and their Department Field Representative that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/ drawings and specifications requirements.

KEY PRINCIPAL PERSONNEL/EMPLOYEE: An individual employee of a Professional who is essential for the successful completion of the Project.

NOTICE OF INTENT TO AWARD: A written notice to the Construction Contractor, by the Department accepting the Professional's written recommendation to award the construction Bid to the lowest responsive, responsible qualified construction Bidder. The Notice of Intent to Award letter will also designate the Contract price and itemize the alternates that the Department, at its sole discretion has accepted.

PHASE: A discretely distinguishable step necessary to produce the Project in the course of the Professional providing study, design and construction administration services.

PRIME PROFESSIONAL SERVICES CONTRACTOR/PROFESSIONAL: An individual, firm, partnership, corporation, association, or other legal entity who is legally permitted by law to sign and seal final design construction Contract Documents and licensed under the State of Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, engineering, environmental engineering, geology, civil, land surveying, or landscape architecture services in the State of Michigan.

The Prime Professional Services Contractor/Professional is also legally permitted by the State of Michigan's regulation provisions of the State Construction Code, Act 230 of the Public Acts of 1972, as amended, and designated in a Construction Contract by the Department to recommend construction progress payments to the Construction Contractor.

PROJECT: Any new construction, existing site, new utilities, existing building renovation, roof repairs and/or removal and replacement, additions, alteration, repair, installation, construction quality control and material testing services, painting, decorating, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads authorized by the Department that requires professional study/design services as part of this Contract.

PROJECT COST: The total Project cost including, but not limited to, site purchase, site survey and investigation, hazardous material abatement, construction, site development, new utilities, telecommunications (voice and data), professional fees, construction quality control and material testing services, testing and balancing services, furnishings, equipment, plan(s)/drawing(s) design code compliance and plan review approval fees and all other costs associated with the Project.

PROJECT DIRECTOR: The professional licensed employee of the Department who is responsible for directing and supervising the Professional's services during the life of this Contract. The Project Director, or their Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project related meetings.

PROJECT/PROGRAM STATEMENT: The Project/Program Statement is provided by the Department and defines the scope of the problem, describes why this Project is desirable, and provides a preferred resolution of the problem.

PROJECT TEAM: The Professional, the Project Director, Department Field Representative, a representative of the State/Client Agency, and others as considered appropriate by the Department.

PUNCH LIST: A list of minor construction Project items to be completed or corrected by the Construction Contractor, any one of which do not materially impair the use of the Project work, or the portion of the Project work inspected, for its intended purpose. A Punch List shall be prepared by the Professional upon having made a determination that the Project work, or a portion of the Project construction work inspected, in concert with the Professional, the Construction Contractor, the Department, the Project Director and their Department Field Representative, the State/Client Agency and any construction manager, is substantially complete and shall be attached to the respective DMB-455, Certificate of Substantial Completion form. This standard document form is a part of the "DMB-460, Project Procedures" documents package.

SOIL EROSION AND SEDIMENTATION CONTROL: The planning, design and installation of appropriate Best Management Practices (as defined by the most current version of the Department's Soil Erosion and Sedimentation Control Guidebook) designed and engineered specifically to reduce or eliminate the off-site migration of soils via water runoff, wind, vehicle tracking, etc. and comply with the Soil Erosion and Sedimentation Control in the State of Michigan as regulated under the 1994 Public Act 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Soil Erosion and Sedimentation Control associated with this Contract will be monitored and enforced by the Department of Technology, Management and Budget, Facilities and Business Services Administration, Soil Erosion and Sedimentation Control Program.

STATE: The State of Michigan in its governmental capacity, including its departments, agencies, boards, commissions, officers, employees, and agents. Non-capitalized references to a state refer to a state other than the State of Michigan.

STATE/CLIENT AGENCY: A Department of the State of Michigan, for whose use the Project will ultimately serve, which requires professional design services.

STATE FIELD INSPECTOR: An employee of the State of Michigan under the direction of the State/client Agency who provides the on-site, inspection of construction Projects for compliance with the study/design intent of the Professional firm's Contract Documents/drawings and specification requirements and the building construction codes. The State Field Inspector is the liaison between the Construction Contractor, the Professional, and the State Project Manager. The State Project Manager, or their State Field Inspector, has the authority to require the Professional to respond to and resolve study/design related problems, construction on-site field problems and to attend Project related meetings.

STATE PROJECT MANAGER: The assigned staff of the Department or the State/client Agency authorized by the State to represent and act on behalf of the Project Director on a given Project and to thereby provide direction and assistance to the Construction Contractor. The State Project Manager may designate in writing a person to act on behalf of the State Project Manager when they are unable to perform their required duties or is away from the office. In such cases, the State Project Manager must notify the Construction Contractor and the Project Director.

SUBSTANTIAL COMPLETION: The form (DMB-445) stating that the Project work, or a portion of the Project work eligible for separate Substantial Completion, has been completed in accordance with the design intent of the Professional's Contract Documents to the extent that the Department and the State/Client Agency can use or occupy the entire Project work, or the designated portion of the Project work, for the use intended without any outstanding, concurrent work at the Project work site, except as may be required to complete or correct the Project work Punch List items.

SUSTAINABLE DESIGN: The Professional's use of a balance of appropriate materials, products and design methods that reduce the impact to the natural ecosystems and be within the Budget constraints of the Project. Sustainable Design shall be used wherever possible by the Professional in their Project design and an itemized list shall be provided with the Professional's Contract Documents that identifies the processes and products.

TASK: Shall mean the following: (1) A quantifiable component of design related professional study/design Task services required to achieve a Phase of the Project; (2) The most manageable sub-element within a study/design Phase; (3) A unique item of work within a study/design Phase for which primary responsibility can be assigned; and (4) Has a time related duration and a cost that can be estimated within a study, design, and construction Phase.

ARTICLE XIV COMPLETE AGREEMENT/MODIFICATION

This Professional Services Contract constitutes the entire agreement as to the Project between the parties. Any Contract Modification of this Contract and the Project/Program Statement scope of work requirements must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the Professional for correcting, or for responding to claims or litigation for the Professional firm's final design Contract Documents/study/design errors, omissions or neglect on the part of the Professional.

APPENDIX 1

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Third Floor, General Office Building
P.O. Box 30026
Lansing, Michigan 48909

FILE NUMBER VARIOUS	INDEX NUMBER(S) VARIOUS	PROPOSAL DUE DATE Tuesday, December 15, 2015, 2:00 pm EST
CLIENT AGENCY Department of Technology, Management and Budget		
PROJECT NAME AND LOCATION 2016 Environmental Expanded Triage, Various Locations		
PROJECT ADDRESS (if applicable) Various		
CLIENT AGENCY CONTACT Nick Swiger	TELEPHONE NUMBER (231) 876-4458	
DTMB - DCD PROJECT DIRECTOR Sadi Rayyan	TELEPHONE NUMBER 517-284-7912	

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:
None

PROJECT DESCRIPTION/SERVICES REQUESTED

Provide professional environmental Indefinite Scope – Indefinite Delivery (ISID) services for an expanded triage at leaking underground storage tank (LUST) sites. The professional will be required to effectively perform tasks at assigned sites with confirmed releases through appropriate investigation/assessment in accordance with the applicable Part 201/Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended. Assigned activities may include site reconnaissance with Ground Penetrating Radar/Electromagnetic (GPR/EM), boring/drilling sample collection, site restoration and reporting. The professional firm is required to refer to State and Federal statutes, procedures, guidelines and the administration rules when providing the services or entering into contracts with subcontractors to provide the services.

The professional shall submit five (5) hard and five (5) electronic copies of the technical, including work plan and the cost proposal. The professional is required to complete and submit one or more of the 2016 ENVIRONMENTAL EXPANDED TRIAGE COST SHEET for EACH of the DEQ DISTRICT OFFICES in which they are interested in providing services. Also, the Professional must use the attached appropriate forms to indicate the billing rates. The State of Michigan reserves the right not to award the contract(s) or award the contract(s) to one or more firms.

NIGP CODES

91843; 92535; 92683; 92685; 92690

SPECIAL WORKING CONDITIONS

Working on-site and in the vicinity of the assigned projects

DESIRED SCHEDULE OF WORK

Dependent on the assigned project

ACCEPTING RFP QUESTIONS UNTIL: Monday, November 2, 2015 at 5:00 p.m.

REFERENCE STANDARDS: This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (DCH, DEQ, DNR, and MIOASHA), and any other local regulations and standards that may apply.

This form is required to be a part of the professional service contract. (Authority: 1984 PA 431)

Attachment(s)

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET Facilities and Business Services Administration

General Office Building
7150 Harris Drive, 3rd Floor, Wing 3B
P.O. Box 30026
Dimondale, Michigan 48821

ADDENDUM NO. 1

TO: All applicants and interested parties

DATE: November 5, 2015

SUBJECT: Department of Technology, Management and Budget
2016 Environmental Expanded Triage ISID RFP
Professional Environmental Consulting Services
Various Locations, Michigan
Request for Proposal

Below are the questions received for the above-noted project with the answers.

QUESTIONS

The following questions have been compiled to clarify answers to questions in portions of the RFP package:

- Q1. Will all District Sites be assigned to one contractor or split between contractors?
A1. Two (2) firms will be selected per district or dividing boundary (Upper Peninsula District is divided into two) from the submitted proposals.
- Q2. Does the site survey (item 9) need to be a stand-alone line item and contingent upon the data from the triage borings?
A2. The site survey will be a stand-alone item. The survey will be contingent up both the data from the triage borings and the DEQ project manager site objectives.
- Q3. With regard to "depicting contaminant boundaries" on a site survey (item 9) with this demarcation/delineation be provided or will it be based solely on the triage data obtained?
A3. The delineation or demarcation of the contaminant boundaries will be based on all available information and made by the DEQ project manager in consultation with the assigned triage firm.
- Q4. Can the assigned work for soil-groundwater sampling, LIF, soil gas be conducted concurrently or will these task need to be done sequentially?
A4. The soil gas and LIF work will be done independent of the soil and groundwater sampling. Not all sites will have all tasks performed.
- Q5. What is the maximum number of LIF borings are to be included?
A5. To give the greatest flexibility, as this is a real time data collection and there are no other time issues besides moving between boreholes, there is no set number of borings. For bidding

purpose, you can assume that the borings will at least be 10 feet below ground and with a maximum of 250 lineal feet, there will be a maximum of 25 borings.

Q6. What is the time frame of the award?

A6. It is anticipated that firms will be selected by the end of February 2016.

Q7. It appears that the contract will be for one year, if that is the case are there options for extending?

A7. The contract time frame will be one year with two one year extension options as outlined in Item B of the Project/Program Statement.

Q8. Could you please define what reporting will be required of contractor completing the GPR/EM surveys? In speaking with vendor that completed triage the google earth image and GPR screen shots were required. Is that still the desired data?

A8. A ground penetrating radar/electromagnetic (GPR/EM) report with the data/analysis of potential subsurface utilities in the drilling area is expected. It is anticipated that the drilling locations will be cleared with the GPR/EM. With the report, the contractor will submit an electronically created map, which is up to common professional standards, that depicts the proposed drilling area, potential utilities from the GPR/EM survey and analysis, and proposed borings.

Q9. Who should the proposal be submitted to – Sadi Rayyan or Anne Watros?

A9. The proposals should be submitted to Anne Watros.

Q10. Are any QA/QC samples such as trip blanks, duplicates, blanks required for laboratory analysis?

A10. The triage firms shall utilize and adhere to RRD Operational Memorandum 2, Attachment 5 for the guidance of all QA/QC samples collection. This is included as Attachment 1.

Q11. Please clarify if the direct push groundwater sample boring should be considered separate from the direct push soil borings? If soil and groundwater samples are to be collected from the same boring, should the bidder assume that two groundwater samples per soil boring to be collected during soil sampling, and then using the criteria, select the 6 for laboratory analysis?

A11. It should be assumed that the direct push groundwater sample collection borings are separate from the soil sample borings. It is likely that there will be borings where both groundwater and soil samples are collected in which case the triage firm can bill for the soil borings lineal footage, the soil sample collection, and the groundwater sample collection. If groundwater samples are collected, they do not replace a soil sample.

Q12. Same question as Q11 for the Hollow-stem auger borings.

A12. Same answer as A11. This is the same for direct push and hollow stem augers.

Q13. The RFP indicates the soil cuttings not exhibiting NAPL can be placed back into its respective boring. Can purge water and/or decon water from the boring also be placed back into the boring?

A13. The RFP states that all investigative derived waste can be placed back down the borehole from where it came unless dealing with NAPL or NAPL saturated soil and/or other characteristics that would require disposal.

Q14. Is it possible that more than one Professional could be awarded this contract in the same District office Region? If so, how would the sites be assigned?

A14. See A1 above. For each of the DEQ district/boundary, the sites will be assigned by the DEQ contract administrator with an attempt to assign an equal number of sites per the triage firms selected for that district/boundary. All attempts will be made to make the assignments in geographically similar locations.

- Q15. Is it expected that the Professional shall provide oversight of on-site subcontractors?
A15. Yes, it is expected that the Professional shall oversee work.
- Q16. For the rock drilling, is sonic acceptable?
A16. No, for bidding purposes assume water rotary will be the drilling method.
- Q17. If my firm currently holds an existing ISID contract that includes Phase 100 services, will work outlined in this RFP be issued to contractors who currently hold such contract or are we required to submit a proposal specific to this RFP in order to be considered for award?
A17. This RFP is for new ISID contracts. It is different from the contract that your firm currently holds. In order to be considered for this RFP, your firm must submit a proposal.
- Q18. How will projects be assigned under the ISID? Will projects be issued in multi-site groups or one at a time?
A18. See A14 above. With the two triage firms per district/boundary, all reasonable efforts will be made to evenly split the sites between the two firms. To that end, the assignments will be made in multi-site groups in the district/boundary.
- Q19. Sections 4 a&b, 4c, 5 a&b, 5c, and 6a state that there will be no cost to the contractor by the DEQ lab for the water/soil sampling supplies or for the actual sample analyses. Does this include shipping costs for sample containers, preservative, etc. from the DEQ lab to the contractor?
A19. There will be no costs to the triage firms for the analysis, sample containers, and preservatives from the DEQ lab. The only costs for the firms would be for the shipment (if necessary) of the samples to the DEQ lab.
- Q20. Section 8 states, "The contractor will be responsible for ordering and picking up the sample bottles and flow regulators from the DEQ laboratory and ensuring that the bottles and regulators are returned to the laboratory." In lieu of pickup, can these items be delivered to the contractor, and if so, would the contractor be responsible for shipping costs?
A20. The DEQ lab can ship the sample bottles and regulators. The only costs for the firms would be for the shipment (if necessary) of the samples to the DEQ lab.
- Q21. Section 8 states a soil gas screening form is attached. No soil gas screening form is attached, but can a sample form consistent with the example form included in the DEQ's Guidance Document for the Vapor Intrusion Pathway, dated May 2013 be used?
A21. Yes the soil gas sampling form from the May 2013 guidance document can be used as the example form. This is included as Attachment 2.
- Q22. How many contractors will be selected?
A22. See A1 above.
- Q23. Will there be a set number of contractors selected per District?
A23. See A1 above.

Attachments

END OF ADDENDUM NO. 1

Attachment 1

RRD Operational Memorandum 2 – Attachment 5



October 22, 2004

RRD OPERATIONAL MEMORANDUM NO. 2

**SUBJECT: SAMPLING AND ANALYSIS - ATTACHMENT 5
COLLECTION OF SAMPLES FOR COMPARISON TO GENERIC CRITERIA**

Key definitions for terms used in this document:

NREPA:	The Natural Resources and Environmental Protection Act, 1994 PA 451, as amended
Part 201:	Part 201, Environmental Remediation, of NREPA
Part 211:	Part 211, Underground Storage Tank Regulations, of NREPA
Part 213:	Part 213, Leaking Underground Storage Tanks, of NREPA
MDEQ:	Michigan Department of Environmental Quality
RRD:	Remediation and Redevelopment Division
U.S. EPA:	United States Environmental Protection Agency
Criteria or criterion:	Includes the cleanup criteria for Part 201 and the Risk-based Screening Levels as defined in Part 213 and R 299.5706a(4)
Facility:	Includes "facility" as defined by Part 201 and "site" as defined by Part 213
Low Flow:	Minimal drawdown groundwater sampling procedures as described in the United States Environmental Protection Agency, Office of Research and Development, Office of Solid Waste and Emergency Response, EPA/540/S-95/504, December, 1995, EPA Groundwater Issue
Response Actions:	Includes "response activities" as defined by Part 201 and "corrective action" as defined by Part 213

PURPOSE

This attachment to RRD Operational Memorandum No. 2 provides direction for collection of groundwater and soil samples for comparison to generic criteria for site assessment, site investigation, and response actions under Part 201, Part 211, and Part 213.

Generic cleanup criteria for groundwater and soil have been developed pursuant to Sections 20120a(1) and 21304a of NREPA (see RRD Operational Memorandum No. 1). These criteria are the risk-based values the department has determined to be protective of the public health, safety, or welfare and the environment. The evaluation of sampling data to establish compliance with cleanup criteria under the provisions of Part 201, Part 211, and Part 213 requires data that reliably establish a representative concentration of the hazardous substance in a given environmental medium. The representativeness of the data can be maximized by using proven accurate and reproducible techniques and verified by using appropriate quality assurance and control procedures in the field and laboratory. This operational memorandum designates sampling, analysis, and quality assurance and control protocols for consistent data collection to facilitate gathering the information necessary for the department to determine compliance with the applicable provisions of Part 201, Part 211, or Part 213. Additional guidance regarding sampling strategies and methodology is available in RRD Operational Memorandum No. 4.



CALIBRATION OF FIELD EQUIPMENT

Instruments and equipment used to gather, generate, or measure environmental data should be calibrated with sufficient frequency and in such a manner that accuracy and reproducibility of results are consistent with the manufacturer's specifications. Equipment used for field sampling should be examined to certify that it is in operating condition. This includes checking the manufacturing's operating manual and the instructions for each instrument to ensure that all maintenance requirements are being observed. Calibration of field instruments should be performed in accordance with the manufacturer's recommendations and guidelines and at the intervals specified by the manufacturer or more frequently as conditions dictate. At a minimum, equipment should be calibrated prior to each sampling event. In the event that an internally calibrated field instrument fails to meet calibration/checkout procedures, it should not be used in the field until it is serviced and calibrated.

COLLECTION OF SOIL SAMPLES FOR COMPARISON TO THE GENERIC CRITERIA

General Considerations

The soil and groundwater terminology used for this discussion include the following:

- **Unsaturated/Vadose Zone:** a subsurface zone above the capillary fringe in which the soil pores are only partially filled with water. The moisture content is less than the porosity.
- **Saturated Zone:** contains two components
 - **Capillary Fringe:** a subsurface zone above the water table in which the soil pores are filled with water and the pressure heads are less than atmospheric.
 - **Water Table:** the water level surface below the ground at which a well screened in an unconfined aquifer would fill with water.
- **Smear Zone:** the vertical area over which groundwater fluctuates (thereby the contaminated water will smear floating and dissolved contamination into the soils in the zone).

Soil samples must be representative of the soils located in the area affected by the release of hazardous substances. The exposure assumptions for soil pathways are based on dry soil. For comparison to the applicable generic soil criteria soil samples must be collected from the vadose zone. The results must be reported by the laboratory on a dry weight basis (adjusted for the vadose zone soil moisture content). Soil analytical methods cannot be applied to saturated soils because they do not provide representative results.

Neither soil nor water sample analyses methods are appropriate for comparison of saturated "soils" samples to generic soil or groundwater cleanup criteria. The cleanup criteria are based upon exposure assumptions appropriate only for soil or water, individually, and are not applicable to exposure to saturated "soil" as a mixture of soil and water.

Contaminants present in the unsaturated soil zone shall be evaluated by comparison of soil sample analyses to the applicable soil criteria. If contaminants are present in a saturated soil zone a monitoring well should be properly installed and the groundwater sampled. These groundwater sample results shall be compared to the applicable groundwater criteria. If free product is suspected and/or a smear zone exists near the water table, a monitoring well shall be appropriately installed so that the water table is bisected by the well screen. Additional



guidance regarding monitor well construction is available in RRD Operational Memorandum No. 4.

While analysis of saturated "soil" samples cannot be used to demonstrate compliance with generic cleanup criteria, laboratory analyses or field instrument readings of saturated soils may be of qualitative value for remedial evaluation and design purposes. For example indications of high concentrations in saturated soils may indicate a need to prevent construction worker exposure to shallow saturated soils. This information may also assist in determining the nature of the contaminant and in treatment evaluations. If such data are included as part of response actions under Part 201 or Part 213 rationale for the use must be provided.

If the water surface elevation drops significantly from the time that the original soil investigation was performed, samples should be collected from any former "smear zone" prior to site closure.

Evaluating Exposure Due To Lead In Soil

The amount of lead in soil has historically been evaluated by analyzing lead concentrations in the total soil sample. However, recent evidence indicates that the fine soil fraction, defined as less than 250 microns in size, is more appropriate for comparison to soil direct contact criteria (DCC) and particulate inhalation criteria (PSIC). Exposure to lead in ingested soil and dust is best represented by the lead concentration in the particle size fraction that sticks to hands or that is most likely to accumulate in the indoor environment as a result of wind-blown soil deposition and transport of soil on clothes, shoes, pets, toys and other objects. Additionally, exposure to lead in inhaled soil and dust is best represented by the lead concentration in the particle size fraction likely to enter the respiratory system and become lodged in the alveoli. The particle size fraction of soil and dust likely to be ingested or inhaled is the fine soil fraction. Generally the fine fraction has the higher concentration of lead, but it is possible that the coarse fraction may contain more lead. Therefore, when collecting soils for facility evaluation, both fine and coarse fraction analyses are necessary to determine lead exposure. MDEQ Laboratory SOP #213 provides appropriate procedures for sample preparation. To assure protectiveness, the concentration of lead in each fraction must be compared to the direct contact criteria separately. Only the concentration of lead in the fine fraction must be compared to particulate soil inhalation criteria. The concentration the total lead concentration must be compared to other lead soil criteria. For response actions under Part 201 and Part 213, if the direct contact and particulate inhalation pathways have been appropriately documented to be "not relevant" it is not necessary to analyze the fractions separately.

COLLECTION OF GROUNDWATER SAMPLES FOR COMPARISON TO THE GENERIC CRITERIA

General Considerations

Groundwater samples collected for analyses must be representative of the water moving in the aquifer, in the contaminant plume or in the target zone where contaminants are expected to be located or to migrate. Groundwater samples must represent the contaminant concentrations, including dissolved and naturally suspended particles. Stagnant water in monitor well casings is not representative of the groundwater. Purging of the stagnant water in monitor well casings is necessary but must minimize changes in groundwater chemistry to yield water samples that are representative of the groundwater. Indicator parameters including temperature, pH, dissolved oxygen, specific conductivity and turbidity must be monitored during the purging process to determine stabilization between the well casing waters and the formation waters. Turbidity is the most conservative indicator of stabilization as it is often the last to stabilize. Turbidity in



groundwater samples may be naturally occurring, caused by the contamination, or a result of sampling disturbances such as accidental inclusion of aquifer matrix materials from disturbances or mixing that may occur while sampling. Knowledge of site geology, well design, and sampling methodology is helpful in determining the source of turbidity and the method of sampling. Turbidity due to sampling disturbances should be eliminated or minimized while naturally occurring turbidity or turbidity due to contamination should not.

A sampling methodology must be used that accounts for the effects of aquifer heterogeneities while minimizing alterations in water chemistry that could result from sampling disturbances. The MDEQ will accept properly conducted purging methods designed to minimize drawdown by controlling the flow from the well while monitoring stabilization indicator parameters, commonly referred to as Low-Flow methods. Available Low-Flow procedures include United States Environmental Protection Agency, Office of Research and Development, Office of Solid Waste and Emergency Response, EPA/540/S-95/504, December 1995, EPA Ground Water Issue, *Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures*, Robert Puls and Michael Barcelona (<http://www.solinst.com/Text/restext/407txt.html>) and *Low Stress (low flow) Purging and Sampling Procedure for the Collection of Ground Water Samples from Monitoring Wells*, United States Environmental Protection Agency Region 1, July 30, 1996, Revision 2 (<http://www2.epa.gov/quality/low-stress-low-flow-purging-and-sampling-procedure-collection-groundwater-samples-monitoring>). If another sampling methodology is used, documentation must be submitted to the MDEQ with the data that demonstrates why it is as representative of aquifer conditions as low-flow methodologies. Careful use of the Low-Flow methods is essential in collection of groundwater samples from wells that contain non-aqueous phase liquids, as these substances may be stratified in the monitoring well. Where non-aqueous phase liquid is present, refer to additional guidance for sampling strategies for non-aqueous phase liquids available in RRD Operational Memorandum No. 4, Attachment 5.

Collection of Inorganic Groundwater Samples

Traditionally, the standard practice for collecting metals samples from monitoring wells to evaluate the drinking water pathway had prescribed that samples be filtered with a 0.45 micron filter before inorganic analysis. The practice minimizes the potential for artificially elevated particulate loading resulting in overestimation of metal concentrations. However, U.S. EPA has determined that contaminant concentrations and the potential human health risk may be drastically underestimated for filtered samples (*Low Stress (low flow) Purging and Sampling Procedure for the Collection of Ground Water Samples from Monitoring Wells*, U.S. EPA Region 1, July 30, 1996, Rev 2). Use of the Low-Flow sampling methodologies minimizes sampling disturbances, improves the data quality, and is the method recommended by the MDEQ.

Inorganic constituents must be measured as totals (i.e., unfiltered with appropriate preservation) unless groundwater samples cannot be collected without adequately minimizing the influence of sampling disturbances, in which case filtering may be necessary prior to preservation. The intent of the field-filtration is only to eliminate or minimize sampling disturbances or interference. Any necessary filtration should be accomplished using a filter with a large enough pore size to allow naturally suspended particles to pass through the filter. Some preliminary testing may be required to determine the appropriate filter size. Site-specific conditions may require that both a filtered and unfiltered sample be collected to adequately evaluate the contaminant concentrations. Documentation for the use of filtration and the evaluation of appropriate filter sizes must be provided to the MDEQ with the data.



Collection of Organic Groundwater Samples

Samples to be analyzed for organic substances should not be filtered regardless of sample turbidity except as described in the next paragraph. When response action under Part 201 or Part 213 requires evaluation of the dermal contact with groundwater for contaminants listed in R 299.5750 footnote (AA) an additional set of groundwater samples should be collected for organic substances analysis which should be filtered for analysis of the dissolved phase. The groundwater contact criteria equation estimates the dermal adsorption of hazardous substances that are in the dissolved phase. Therefore, when analyzing for contaminants that strongly adsorb to soil particles, those samples should be filtered so that contaminants in the dissolved phase can be estimated. Filters of appropriate material should be used to ensure the filter does not absorb dissolved contaminants that are not attached to particulates. Glass filters with no binders are acceptable and recommended. Some preliminary testing may be required to determine the appropriate filter medium and pore size. Documentation of the evaluation of appropriate filter medium and size must be provided to the MDEQ with the data.

GENERAL QUALITY ASSURANCE AND QUALITY CONTROL

In order to insure that representative data is used to evaluate facilities, quality assurance and quality control (QA/QC) procedures must be implemented to assure that the precision, accuracy, and representativeness of the data are known and documented. This includes appropriate sample distribution to evaluate the extent of contamination; appropriate sample collection, preservation, shipping, and analysis methodology; collection and analysis of collocated, replicate and split duplicate samples for evaluation of precision; and collection and analysis of field, equipment, and trip blanks as well as matrix spike, matrix spike/duplicate, and laboratory spike samples for analysis of accuracy. Sample distribution and collection are more completely discussed in Operational Memorandum No. 4. Sample handling, preservation, and holding times are discussed in Attachment 4 of this Operational Memorandum. Collection of duplicate, blank and spike samples is discussed below.

Collection of Duplicate Samples to Evaluate Precision

Precision estimates the reproducibility of measurements under a given set of conditions and is reflected in the field duplicate samples and laboratory duplicates analysis. Overall precision for a sampling set is a mixture of field sampling techniques and laboratory techniques. Three types of duplicate samples are relevant to this document: collocated, replicates, and split samples. Collocated samples should be collected and used to estimate the overall precision of a data collection activity. Sampling error can be estimated by inclusion of both collocated and replicated versions of the same samples. Definitions of these samples are listed below:

- Collocated samples are independent samples collected at the same location and at the same time and, for the purpose of these site assessments, processed and analyzed by the same laboratory. Collocated samples are not mixed together and then split into two or more samples. They are two separate samples from an identical site location. They provide a good estimate of precision information for the entire system, including transportation, sampling technique, homogeneity of the site, and laboratory analysis. Examples of collocated samples are samples taken from a moving stream, side by side soil core samples (nesting), two air quality samples taken from one common sample manifold, and two water samples taken from essentially the same point in a lake or lagoon. Collocated samples are used to estimate the



overall precision of a data collection activity. Sampling error can be estimated by including a replicate sample with a collocated sample.

- Replicate samples are samples that have been divided into two or more portions at the same step in the measurement process. Examples of replicate samples include two samples taken from a single purged well, samples collected in a common container and then put into separate containers or a soil sample which is thoroughly mixed in a tray and divided into separate containers. Replicate samples are processed and analyzed by the same laboratory.
- Split samples are replicate samples divided into two portions, sent to different laboratories, and subjected to the same environmental conditions and steps in measurement process. They serve as an oversight function in assessing the analytical portion of a measurement system. Samples are often split between the MDEQ and a facility owner or liable party.

Collection of Blank and Spike Samples to Evaluate Accuracy

Accuracy estimates the bias in a measurement system. Accuracy is difficult to estimate for the entire data collection activity. Sources of error include: sampling procedure; field contamination; preservation handling; sample matrix; sample preparation; and analytical techniques. Sampling accuracy can be audited through field, equipment, and trip blanks, while analytical (or laboratory) accuracy can be audited through spike samples and the surrogate recovery results.

A field blank is prepared by pouring distilled/deionized water directly into sample containers. This preparation is performed in the area where sample handling and preservation operations occur. The field blank sample is handled and shipped in the same manner as other analytical samples. Field blank sample analytical results are used to evaluate sample handling, preservation, and shipping procedures.

An equipment blank can be prepared by pouring distilled/deionized water through or over a piece of sampling equipment and collecting rinsate in a sample container. Results of equipment blank analysis are used to evaluate field decontamination procedures and to determine the likelihood of cross contamination.

A trip blank, which normally applies only to volatiles, is a sample that is prepared before any sampling is performed. This sample is shipped from the warehouse to the field and then to the laboratory. Results of trip blank analysis are used to evaluate possible contamination of containers/samples from the time the sample containers are prepared through the field event to the time the samples are received and analyzed at the laboratory.

Laboratory blanks are used to estimate variabilities caused by technique, in-house contamination, and other laboratory problems. Laboratory blanks are prepared by the laboratory.

Matrix Spike/Matrix Spike Duplicate (MS/MSD) samples and surrogates are samples that are spiked in the laboratory. MS/MSD samples for organic and inorganic water analyses require an extra sample volume. The actual MS/MSD sample is prepared by the laboratory to evaluate accuracy.

Field background, or upgradient samples may need to be collected on a site-specific basis and should be collected from a clean location and shipped with other samples from the site. These samples should be submitted to the laboratory as routine field samples and should not be defined as blanks.



To provide adequate QA/QC for site investigations, the following duplicate, blank and matrix spike samples should be taken. Duplicate and field blank samples should be taken at critical sampling locations, but not at the same location from which the matrix spike/duplicate sample is obtained. They should be sent to the laboratory as blind samples. Reduced QA/QC evaluations may be implemented on a case by case basis with approval of the MDEQ RRD Project Manager.

QA/QC Sample Type	Duplicate Samples ¹				Blank Samples		
	Collocated	Replicate	Split	MS/MSD	Field	Equipment	Trip
Recommended Number of QA/QC Samples	1 per 10 or fewer samples per matrix ² and analytical group ³ , at least 1 per day	When used: 1 per matrix and analytical group per day	When used: 1 per 1 for samples that will be split	1 per 20 or fewer samples per matrix and analytical group, at least 1 per day	1 per 20 or fewer samples per matrix and analytical group, at least 1 per day	1 per 10 or fewer samples per matrix and analytical group, at least 1 per day	1 per every volatile organic sample shipping container
QA/QC Sample Collection	Individual samples taken from the same location not mixed together and then split.	One sample divided into two or more portions then analyzed by the same laboratory	Replicate samples sent to different labs for analysis	Water samples require double volumes. Samples should be taken at critical locations but different from the field blank.	Fill the sample containers with deionized or distilled water in the area where sample handling and preserving operations occur. Handle and ship the field blank sample as other samples.	Pour deionized or distilled water over or through the sampling equipment and collect rinsate in the sample container. Handle and ship the field blank sample as other samples.	Fill the sample container with deionized water. This is prepared before any sampling is performed and travels to the field and the laboratory with the other sample containers.

¹ Normally no field duplicate is required for samples of waste containers or other high concentration samples.

² soil, groundwater, surface water, sediment, or drinking water, etc.

³ volatile organics, semi-volatiles, pesticides/PCBs, metals, cyanide, etc.

Note: Where method 8260+ volatile analysis for soils, sediments, sludges, and waste container samples is done, methanol blank samples should be collected by the laboratory for each methanol lot used. These lots should be tracked in the field and reported on the laboratory receipt form so laboratory correlations can be made.



SAMPLE CHAIN OF CUSTODY

An essential part of any sampling and analytical scheme is ensuring the integrity of the sample from collection to data reporting. The possession and handling of samples should be traceable from the time of collection through analysis and final disposition. This documentation, referred to as chain of custody, is particularly necessary if there is any possibility that the analytical data or conclusions based upon analytical data will be used in litigation. Regardless of the potential for litigation, these procedures are useful for routine control of sample flow.

A sample is under your custody if it is in your possession; is in your view, after being in your possession; was in your possession and you placed them in a secured location; or is in a designated secure area.

As few people as possible should handle the samples. The field sampler/sampling crew should track the chain of custody in the field on the individual sample data collection sheets and chain of custody tracking reports before shipment. Samples should be collected following the appropriate sampling procedures and documented on the sample data sheet. The equipment used to collect samples should be noted, along with the time of sampling, sample location, type and description, depth at which the sample was collected, and any other pertinent remarks. All bottles and jars should be properly labeled with sample number, date and time of collection, and location. Sample labels and tags should be affixed to the each sample container prior to or at the time of sampling. Sample seals should be used to detect any unauthorized tampering with samples from the time of sample collection to the time of analysis.

A record should be kept of data-collecting activities performed. A field logbook is a useful tool for keeping such records. Entries into the logbook may contain a variety of information such as site contacts, phone numbers, assigned laboratories, addresses, etc. Documentation of on site weather conditions and activities that take place during sampling events should be described in as much detail as possible so that persons going to the site can re-construct a particular situation without reliance on memory. The record for each sampling event should include the date, start time, names of all persons present, level of personal protection being used, and the signature of the person recording the information. Measurements made and samples collected should be recorded. All entries in field logbooks should be made in ink and no erasures made. If an incorrect entry is made, the information should be crossed out with a single strike mark. When a sample is collected, or a measurement is made, a detailed description of the location of sample collection (such as a map point which includes compass and distance measurements or Global Positioning System location information) should be recorded. Equipment used to make measurements should be identified, along with the date of calibration.

A chain of custody record should be filled out and should accompany every sample container shipped or delivered to the laboratory. This record becomes especially important if the sample data could be introduced as evidence in litigation. For each sample in the container, the chain of custody record should include the sample number, signature of the collector, date and time of collection, place and address of collection, sample matrix, and signature and inclusive dates of possession for each person involved in the chain of possession from the point of sample collection through sample analysis.



The following document is rescinded with the issuance of this attachment:

- Storage Tank Division Informational Memorandum 16, Policy regarding the appropriate use of saturated soil sampling results under the Leaking Underground Storage Tank (LUST) Program, dated October 21, 1998.

This memorandum and its attachments are intended to provide direction and guidance to foster consistent application of Part 201, Part 211, and Part 213 and the associated administrative rules. This document is not intended to convey any rights to any parties or create any duties or responsibilities under the law. This document and matters addressed herein are subject to revision.

Attachment 2
Soil Gas Field Sampling Form



Remediation and Redevelopment Division
 Standard Operating Procedure
 Date: February 1, 2013

Sampling Utilizing USEPA Method TO-15 Via Bottle-Vac®

Attachment 1



Remediation and Redevelopment Division
 Soil Gas Sampling Form

General Site Information:											
Site Name:		Sample ID:									
Location:		Sampling Crew:									
Date:		Project Manager:									
Bottle No:		Regulator No:									
Weather Conditions:											
Last rain:		Bar. pressure:									
Current temp:		Current weather:									
Volume Calculations:											
Volumes for Tubing Sizes Per Foot <table border="1"> <thead> <tr> <th>(liters)</th> <th>(inches ID)</th> </tr> </thead> <tbody> <tr> <td>3/16"</td> <td>0.005</td> </tr> <tr> <td>1/4"</td> <td>0.01</td> </tr> <tr> <td>1/2"</td> <td>0.039</td> </tr> </tbody> </table>		(liters)	(inches ID)	3/16"	0.005	1/4"	0.01	1/2"	0.039	Calculations: Vapor Point ID: Depth of Vapor Point: Extra Tubing to Bottlevac: Diameter: Estimated Volume: Purge Method: Purge Volume:	
(liters)	(inches ID)										
3/16"	0.005										
1/4"	0.01										
1/2"	0.039										
Instrument Readings:											
SEM											
O ₂		CO ₂									
% CH ₄		Other:									
MIRRAE											
VOCs:		CO ₂									
O ₂		% LEL:									
Other:											
Other:											
Miscellaneous:											
Vac Test Completed: <input type="checkbox"/> Yes <input type="checkbox"/> No		Starting Time:									
Tracer Gas Utilized: <input type="checkbox"/> Helium <input type="checkbox"/> IPA <input type="checkbox"/> N/A		Initial BottleVac Pressure:									
Suspected COCs: <input type="checkbox"/> Petroleum <input type="checkbox"/> Solvent		Ending Time:									
Moisture Identified: <input type="checkbox"/> Yes <input type="checkbox"/> No		Final BottleVac Pressure:									
General Boring Location and Notes:											

APPENDIX 2

PROFESSIONAL'S PROPOSAL

(See CD attached to back cover)

APPENDIX 3

PROFESSIONAL CERTIFICATION FORMS



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Design & Construction Division

Certification of a Michigan Based Business

(Information Required Prior to Contract Award for Application
of State Preference/Reciprocity Provisions)

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline:

or

If the business is newly established, for the period the business has been in existence, it has:

(check all that apply):

- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL 208.1 – 208.145; or
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that I **have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

- Bidder qualifies as a Michigan business (provide zip code: _____)
- Bidder does not qualify as a Michigan business (provide name of State: _____).
- Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: 48377)

Bidder: ATC Group Services LLC

David M. Pabolek
Authorized Agent Name (print or type)

D M Pabolek 2/3/16
Authorized Agent Signature & Date

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.264.



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration
Design & Construction Division

Responsibility Certification

The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not had a felony conviction in any state (including the State of Michigan).
- (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
- (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (e) Has not been terminated for cause by the Owner.
- (f) Has not failed to pay any federal, state, or local taxes.
- (g) Has not failed to comply with all requirements for foreign corporations.
- (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
- (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
 - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the time period required.
 - iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
 - v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
 - vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
 - vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
- (j) Is NOT an Iran linked business as defined in MCL 129.312.

I understand that a false statement, misrepresentation, or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

Bidder:

David M. Pakdel
 Authorized Agent Name (print or type)

David M. Pakdel 2/3/16
 Authorized Agent Signature & Date

I am unable to certify to the above statements. My explanation is attached.

APPENDIX 4

**OVERHEAD ITEMS ALLOWED FOR THE
PROFESSIONAL SERVICES CONTRACTOR FIRM'S
HOURLY BILLING RATE CALCULATION**

The following instructions are to be used by the Professional Services Contractor firm's to determine the hourly billing rate to use on State of Michigan Projects.

The Professional's Consultant must submit a separate hourly billing rate for the professional Consultant services they will provide for State of Michigan Projects. No mark-up of the Professional's Consultant services hourly billing rates will be allowed.

The Department will reimburse the Professional for the actual cost of printing and reproduction of the Contract Bidding Documents, soil borings, surveys and any required laboratory testing services and use of field equipment. No mark-up of these Project costs will be allowed.

2015 HOURLY BILLING RATE

Based on 2014 Expenses

OVERHEAD ITEMS ALLOWED FOR THE PROFESSIONAL SERVICES CONTRACTOR FIRM'S HOURLY BILLING RATE CALCULATION

<u>SALARIES:</u>	<u>EQUIPMENT RENTALS:</u>	<u>EMPLOYEE BENEFITS:</u>
Principals (Not Project Related)	Computers	Hospitalization
Clerical/Secretarial	Typewriter	Employer's F.I.C.A. Tax
Technical (Not Project Related)	Bookkeeping	Unemployment Insurance
Temporary Help	Dictating	Federal Unemployment Tax
Technical Training	Printing	Disability
Recruiting Expenses	Furniture and Fixtures	Worker's Compensation
	Instruments	Vacation
		Holidays
		Sick Pay
<u>OFFICE FACILITIES:</u>	<u>TRAVEL:</u>	Medical Payments
Rents and Related Expenses	All Project-Related Travel*	Pension Funds
Utilities		Insurance - Life
Cleaning and Repair	<u>MISCELLANEOUS:</u>	Retirement Plans
	Professional Organization Dues	
	for Principals and Employees	<u>PRINTING AND DUPLICATION:</u>
<u>SUPPLIES:</u>	Licensing Fees	Specifications (other than Contract Bidding Documents)
Postage		Drawings (other than Contract Bidding Documents)
Drafting Room Supplies	<u>SERVICES (NONPROFESSIONAL):</u>	Xerox/Reproduction
General Office Supplies	Telephone and Telegram	Photographs
Library	Messenger Services	
Maps and Charts		<u>LOSSES:</u>
Magazine Subscriptions		Bad Debts (net)
	<u>TAXES:</u>	Uncollectible Fee
<u>SERVICES (PROFESSIONAL):</u>	Franchise Taxes	Thefts (not covered by Project/Contract bond)
Accounting	Occupancy Tax	Forgeries (not covered by Project/Contract bond)
Legal	Unincorporated Business Tax	
Employment Fees	Property Tax	
Computer Services	Single Business Tax	
Research	Income Tax	
		<u>INSURANCE:</u>
<u>FINANCIAL:</u>		Professional Liability Insurance
Depreciation		Flight and Commercial Vehicle
		Valuable Papers
		Office Liability
		Office Theft
		Premises Insurance
		Key-Personnel Insurance

HOURLY BILLING RATE DOES NOT INCLUDE AND THE DEPARTMENT WILL PAY THE PROFESSIONAL FOR (UNDER REIMBURSABLE COSTS):

1. Printing and reproduction of Phase 100 Survey and/or Study Final Reports.
2. Travel mileage costs for State of Michigan Projects more than one-hundred (100) miles in each direction from the Professional's Michigan office if the Professional can demonstrate a cost savings to the State, if reimbursed for travel mileage in accordance with the current travel rates provided in the State of Michigan's, "Schedule of Travel and Meal Reimbursement Rates" versus an adjustment to the Professional's hourly billing rates.

APPENDIX 5

ORIGINAL CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/04/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ATC Group Services LLC 221 Rue De Jean Suite 200 Lafayette LA 70508-3283 USA	INSURER A: Steadfast Insurance Company 26387	
	INSURER B: Zurich American Ins Co 16535	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570061131498** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GPL021708500	11/13/2015	11/13/2016	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$6,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 0217109-00	11/13/2015	11/13/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			SXS021707700	11/13/2015	11/13/2016	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC021711100	11/13/2015	11/13/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Contractor Pol 1			GPL021708500	11/13/2015	11/13/2016	Policy Aggregate	\$6,000,000
							Each Incident	\$2,000,000

Certificate No : 570061131498

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Professional Liability, Excess Liability and Workers' Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

The State of Michigan Attn: Anne Watros 7150 Harris Drive Third Floor General Office Building Dimondale MI 48821 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED ATC Group Services LLC	
POLICY NUMBER See Certificate Number: 570061131498			
CARRIER See Certificate Number: 570061131498	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	E&O-PL-Primary			GPL021708500	11/13/2015	11/13/2016	Policy Aggregate	\$6,000,000
							Each Incident	\$2,000,000

Additional Insured-Automatic-Owners, Lessees Or Contractors



Coverage Part One-Commercial General Liability
Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-00	11/13/2015	11/13/2016	11/13/2015	14340000	-----	-----

Named Insured and Mailing Address:

ATC GROUP PARTNERS, LLC
221 RUE DE JEAN
LAFAYETTE, LA 70508-8501

Producer:

AON RISK SERVICES SOUTHWEST, INC.
5555 SAN FELIPE ST STE 1500
HOUSTON, TX 77056-2739

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
- COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person or organization applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;and resulting directly from:
 - (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
 - b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

and resulting directly from:

(a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above:

a. We will not extend any insurance coverage to any additional insured person or organization:

(1) That is not provided to you in this policy; or

(2) That is broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

b. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:

(1) The Limits of Insurance provided to you in this policy; or

(2) The Limits of Insurance you are required to provide in the written contract or written agreement.

4. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

5. The additional insured must see to it that:

a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim;

b. We receive written notice of a claim or "suit" as soon as practicable; and

c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

6. For the coverage provided by this endorsement:

a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any

policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

7. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.