

ISID – Environmental Expanded Triage (Billing Rate)
Indefinite-Scope, Indefinite-Delivery Contract
R 1/9/13



**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 March in the year two-thousand and thirteen (2013), 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, Second Floor, Stevens T. Mason State Office Building, Lansing, Michigan, hereinafter called the Department, and Compliance, Inc., 223 Lake Avenue, Traverse City, Michigan 49684, the Prime Professional Services Contractor, hereinafter called the Professional.

WHEREAS, the Department proposes securing professional services for:

Indefinite-Scope, Indefinite-Delivery Contract No. 00414

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**

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:

Firm Name

Federal Identification (I.D.) Number

Signature

Date

Title

FOR THE STATE OF MICHIGAN:

Director, Department of Technology, Management and Budget

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. 00414, 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 includes 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 "DMB-452, 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 "DMB-460, 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 (DMB-440). 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.

5.1 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.

5.2 Employers Liability Insurance

Minimal Limits:
 \$1,000,000 Each Accident;
 \$1,000,000 Each Employee by Disease
 \$1,000,000 Aggregate Disease

5.3 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.

5.4 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.

Minimal Limits:
 \$1,000,000 Personal & Advertising Injury Limit;
 \$1,000,000 Each Occurrence Limit;
 \$2,000,000 General Aggregate Limit other than Products/Completed Operations; and
 \$2,000,000 Products/Completed Operations Aggregate Limit.

5.5 Pollution Liability Insurance

Minimal Limits:
 \$1,000,000 Each Occurrence
 \$2,000,000 Annual Aggregate

5.6 Umbrella Insurance

Minimal Limits:

\$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

5.7 Professional Liability Insurance (Errors and Omissions)

For claims for damages arising out of an error, omission or negligent act in the performance of professional services.

Minimal Limits:

\$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

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 in the amount of \$1,000,000 minimum coverage per occurrence, \$2,000,000 annual aggregate. 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:

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.

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.

Certificate of Insurance documents, acceptable to the State, shall be provided and filed with the Department prior to commencement of the Professional's Project services, unless otherwise approved in writing, and not less than 20 days before the insurance expiration date every year thereafter. Facsimile copies of the Certificate of Insurance will not be accepted. Certificate of Insurance documents must be either submitted hard copy or portable document file (.pdf). The Certificate of Insurance documents must specify on the certificate in the oblong rectangle space labeled "Description of Operations/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions/Special Items" the following items: **(1) The Project File No.; (2) The Project Title; (3) Description of the Project; and (4) The State of Michigan must be named as an "Additional Insured on the General Liability Insurance Policy."** The Certificate of Insurance documents shall contain a provision that the Project insurance coverage afforded under the insurance policies for this Contract will not be modified or canceled without at least thirty (30) consecutive calendar days prior written notice, except for 10 days for non-payment of premium, to the State of Michigan, Department.

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 MasterFormat 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

APPENDIX 2

PROFESSIONAL'S PROPOSAL

(See CD attached to back cover)

APPENDIX 3

CERTIFICATE OF AWARDBILITY

APPENDIX 4

**PROFESSIONAL/CONTRACTOR DEMOGRAPHICS, STATISTICS AND
CERTIFICATION**

CERTIFICATION OF A MICHIGAN BASED BUSINESS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

(See Forms in attached Proposal)

APPENDIX 5

**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.

2013 HOURLY BILLING RATE

Based on 2012 Expenses

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

SALARIES:

Principals (Not Project Related)
Clerical/Secretarial
Technical (Not Project Related)
Temporary Help
Technical Training
Recruiting Expenses

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

EMPLOYEE BENEFITS:

Hospitalization
Employer's F.I.C.A. Tax
Unemployment Insurance
Federal Unemployment Tax
Disability
Worker's Compensation
Vacation
Holidays
Sick Pay
Medical Payments
Pension Funds
Insurance - Life
Retirement Plans

OFFICE FACILITIES:

Rents and Related Expenses
Utilities
Cleaning and Repair

TRAVEL:

All Project-Related Travel*

SUPPLIES:

Postage
Drafting Room Supplies
General Office Supplies
Library
Maps and Charts
Magazine Subscriptions

MISCELLANEOUS:

Professional Organization Dues
for Principals and Employees
Licensing Fees

PRINTING AND DUPLICATION:

Specifications (other than Contract Bidding Documents)
Drawings (other than Contract Bidding Documents)
Xerox/Reproduction
Photographs

SERVICES (PROFESSIONAL):

Accounting
Legal
Employment Fees
Computer Services
Research

SERVICES (NONPROFESSIONAL):

Telephone and Telegram
Messenger Services

LOSSES:

Bad Debts (net)
Uncollectible Fee
Thefts (not covered by Project/Contract bond)
Forgeries (not covered by Project/Contract bond)

TAXES:

Franchise Taxes
Occupancy Tax
Unincorporated Business Tax
Property Tax
Single Business Tax
Income Tax

FINANCIAL:

Depreciation

INSURANCE:

Professional Liability Insurance
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. Printing and reproduction of Phase 500 Final Design Contract Bidding Documents/Drawings, and Specifications.
3. Design Code Compliance and Plan Review Approval Fees of the Phase 500 - Final Design Documents by the Department of State Police, Fire Marshal Division and the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division.
- 4.* 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 6

ORIGINAL CERTIFICATES OF INSURANCE

**Proposal for Professional Services
IS/ID Contracts
Department of Technology, Management and Budget
2013 Environmental Expanded Triage ISID
Professional Environmental Consulting Services
Various Locations, Michigan**

February 25, 2012

Submitted by

**Compliance, Inc.
223 Lake Avenue
Traverse City, MI 49684**

**Proposal for Professional Services
IS/ID Contracts
Department of Technology, Management and Budget
2013 Environmental Expanded Triage ISID
Professional Environmental Consulting Services
Various Locations, Michigan**

Part 1 – Technical Proposal

1.0 General Information and Project Team

Full Name: Compliance, Inc.

Business Address: 223 Lake Avenue, Traverse City, MI 49684

Federal ID#: 

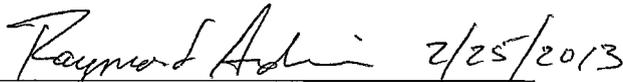
Branch Offices: Work will be performed from our main, Traverse City, office and our Southeast Michigan Office in Brighton, Michigan.

Subconsultants/
Subcontractors: Alluvial Earth – GeoProbe
Terra Probe – GeoProbe and GPR/EM survey
Shepler Drilling– Hollow stem auger drilling
Worksmart – GPR/EM survey
Steven Bye – GPS Survey
Don Brendzinski – GPS survey

Contact Person: Ray Andrasi
Phone: (231) 922-7400
E-mail: andrasi@complianceinc.com

Business Organization: Compliance, Inc. is an S-Corporation, incorporated in Michigan on December 13, 1993, and licensed to operate and practice in Michigan.

Acknowledgment of Addendum: Addendum 1 dated February 15, 2013 and Addendum 2 dated February 21, 2013 were received and are incorporated.

Authorized Signature:  2/25/2013
Raymond Andrasi, Vice President, Compliance, Inc.

2.0 Understanding of Project and Tasks

As stated in the Request for Proposal (RFP) prepared for this investigative work by the Department of Technology, Management and Budget (DTMB) and the Michigan Department of Environmental Quality (MDEQ), the project goals are to conduct remedial investigations to define the current extent of soil and groundwater contamination at multiple sites where little recent activity has been completed. The investigations will be conducted in a short period of time and the data generated by the investigations will be used by the MDEQ to identify and evaluate risks to human health and the environment in accordance with the Risk-Based Corrective Action (RBCA) process. The data will be used to determine if a site poses a significant threat to public health, safety, welfare, or the environment and to set priorities for state funding of additional activities at sites that pose significant risks. Compliance, Inc. is proposing to provide the requested services for the following MDEQ District Offices: Cadillac, Gaylord, Jackson, Lansing and Southeast Michigan.

The success of this project will hinge largely on excellent interaction between the MDEQ Project Manager and the selected ISID firms. We believe that firms such as Compliance, Inc., that communicate well with MDEQ staff, respond to changes and unexpected conditions quickly, and provide direct access to staff capable of making budgetary and technical decisions are critical to this success.

Compliance, Inc. is fully qualified to provide the above described services. Our firm was established in 1993 as a full service environmental consulting firm by several professionals with expertise in environmental and engineering sciences. Compliance, Inc.'s current staff includes six project managers who average more than twenty years of relevant, hands-on experience in environmental investigation and remediation. Each of these project managers and all of Compliance, Inc.'s technical and field personnel, have worked with Compliance, Inc. for more than twelve years. We have completed over 1,900 separate environmental projects under Michigan Part 201/213 regulatory programs as well as other state and federal regulatory programs. Compliance, Inc. completes 90% of its work in Michigan and has successfully completed and closed projects in every MDEQ District. Throughout our history, we have worked respectfully with MDEQ staff on both the same and different sides of the table. Our goal has always been to keep our interactions positive and we believe MDEQ staff recognize this attribute.

Over the past twelve years, Compliance, Inc. has worked with the MDEQ on more than twenty projects as either a current ISID contractor, as a Professional Services contractor, as a trade contractor or through local district contracts. Our excellent working relationship with MDEQ District and Lansing staff is evidenced by our successful completion of these projects on time, on budget and in a technically sound manner. Perhaps the best statement of our qualifications for selection for this ISID contract is the MDEQ District staff's confidence that they can assign Compliance, Inc. a project and be sure that the work will be completed appropriately, on budget

and without project difficulties or delays. During our past contract work, we have worked with staff from five different district offices and the only limitation on our providing more requested work through prior ISID contracts was reaching the monetary limit on our contract early in the three year period. On our current ISID contract, we have been responsive to MDEQ requests for contract changes and documentation through direct access to senior company staff. As with all of our ISID work, this Triage assignment would be led directly by an officer of Compliance, Inc.

3.0 Key Personnel

An organizational chart that includes each person on Compliance, Inc.'s project team and their identified roles for a typical assigned project is provided as Attachment A. A description of each Key Personnel by position is provided below. Detailed resumes for each personnel are included in Attachment B. Each of these Key Personnel has more than 20 years of environmental consulting experience and at least twelve years working as a part of the Compliance, Inc. team.

Ray Andrasi, PE, Triage Project Manager

Job Classification: Engineer

College Degree: BS Geologic Engineering, Michigan Technological University, 1982

Professional Engineer: Michigan and Colorado

Jim Rossi, Triage Project Manager

Job Classification: Environmental Scientist

College Degrees: MS Environmental and Industrial Health, University of Michigan;

BS Chemistry, University of Michigan:

Douglas Hull, Triage Project Geologist/Hydrogeologist

Job Classification: Senior Geologist/Hydrogeologist

College Degrees: M.S. Hydrogeology, Western Michigan University;

M.S. Geology, Bowling Green State University

B.S. Geology, Grand Valley State University

Randy Glass, Triage Project Geologist

Job Classification: Geologist

College Degrees: M.S. Geology, Bowling Green State University

B.S. Geology, Lake Superior State University

Mark Peterson, Triage Project Geologist

Job Classification: Geologist

College Degree: B.S. Geology, Eastern Michigan University

4.0 Management Summary, Work Plan and Schedule

4.1 Management Summary

As previously indicated, all assignments under the Triage ISID will be managed by an officer of Compliance, Inc.; either Ray Andradi or Jim Rossi. In addition, for this ISID work, all projects within a MDEQ district will be managed by one Project Manager. This will ensure that the project objectives are achieved and that project resources are utilized and the assignments are completed efficiently and effectively.

The Project Manager will be the point of contact for the MDEQ Project Manager as well as be responsible for the coordination of Compliance, Inc. field activities, subcontractors and administrative tasks. The Project Manager will be responsible for all final data review and all quality control aspects of the work.

4.2 Work Plan

Compliance, Inc. has prepared a project Work Plan covering all sites, a cost estimate for each proposed district, and a schedule covering the work necessary to meet the project goals for each assigned site. The Work Plan included with this submittal as Attachment C, describes the anticipated activities to be completed at each site, the field procedures that will be used, and details sample selection methods and rationale. The Work Plan also describes the work products that will be submitted for each assigned site. All activities presented in the Work Plan will be coordinated with Site owners, occupants, right-of-way holders, utility providers, MDEQ, DTMB and other parties affected by the site activities.

The methods to be used to conduct the Triage investigations will provide the most comprehensive definition of the vertical and horizontal extent of soil and groundwater contamination with the limitations of the defined scope. It is our expectation that the scope of work for each assignment may be modified to be site specific upon selection and assignment of project work. It is understood that the MDEQ Project Manager will select specific investigative techniques, boring depths and boring locations at individual sites, with adjustments, as necessary, to account for information provided through ground penetrating radar (GPR) and electromagnetic (EM) survey results.

In conjunction with the Work Plan preparation, a Health and Safety Plan (HASP) will be prepared to be used for all phases of site work. Because of the similarity of the anticipated activities that will be performed at each site, a general HASP will be prepared for MDEQ approval, and then modified as needed to meet the specifics of awarded sites.

All project deliverables (final Work Plan, site-specific budgets, HASP, and final site reports) will be provided in both a timely manner and a form that is approvable by the MDEQ Project Manager. Each deliverable will be initially submitted in draft (in electronic format with a file

containing all text, figures, tables and appendices), with a final hard copy prepared when each deliverable has been approved. Compliance, Inc. will keep in close communication with the MDEQ Project Manager to ensure the Work Plan, budgets, and other reports are responsive to the SOW and acceptable to the MDEQ.

4.3 Schedule

The 2013 Environmental Triage ISID is designed to be completed within a relatively short time frame, with the scope of work at each assignment containing similar tasks and limited to a maximum of 200 feet of soil boring. For each assignment the following activities will need to be completed:

- Site Reconnaissance – A site visit to obtain pre-investigation photographs and develop a site sketch for future work will be completed.
- GPR/EM survey – Based upon the level of known information, the MDEQ Project Manager will determine areas of each site that GPR/EM survey will be completed. The GPR/EM results will be used by the MDEQ Project Manager to assign boring locations.
- Site Investigation – The MDEQ Project Manager will assign boring locations, depths, and investigation techniques. Investigation techniques will include geoprobe, hollow stem drilling or a combinations of the two.
- GPS survey – Following the completion of site investigation, a GPS survey will be conducted to provide Michigan GeoRef coordinates for the boring locations.
- Final Report – Following the above activities, receipt of analytical data, removal of all IDW and completion of site restoration activities, the final report will be prepared and submitted.

It is anticipated that multiple assignments will be awarded, consequently whenever practical; the tasks will be completed in a “milk run” manner. Based upon these tasks, an anticipated project schedule is provided below:

Site reconnaissance – two to three weeks after project award
GPR/EM Survey – four to five weeks after project award
Site Investigation - six to ten weeks after project award
GPS survey – seven to ten weeks after project award
Final Report – eleven to twelve weeks after project award.

This schedule will assure that all project related activities, including billing, are completed during the summer of 2013.

4.4 Review and Quality Control

In addition to adherence to the methods described in the Work Plan in Attachment C of this submittal, quality control will also be provided by completing the project specific tasks in

accordance with Compliance, Inc.'s Standard Operating Procedures (SOPs). SOPs present specific methods for field activity completion and ensure consistency between sites and staff members. SOPs most relevant for this work include those for:

- Utility Location
- Field Log Books
- Decontamination
- Hand Auguring
- GeoProbe Sampling
- HSA Borings/Sampling/Monitoring Well Installation
- Monitoring Well Sampling
- Chain of Custody
- Photoionization Detector

Review and QC of all reports prepared and submitted to the MDEQ is the responsibility of the assigned Project Manager. The Project Manager ensures quality of reports by first assigning the preparation of draft figures, tables, boring logs, and written work products to qualified staff. The Project Manager then reviews those work products for accuracy and clarity. Work products completed by the Project Manager are in turn reviewed by other senior Compliance, Inc. staff. Work products submitted to the MDEQ are considered draft pending review and approval. These work products are submitted in the format selected by the MDEQ Project Manager (electronic or hard copy) to facilitate their review. When comments or revisions are provided, the drafts are then finalized and the final work product submitted in hard copy and electronic format.

Compliance, Inc. recognizes that Health and Safety is a key component of any project QC assurance program. Failure to adhere to site safety plans is often a sign that other QC procedures could fail. The Triage environmental investigation work will be completed by Compliance, Inc. in accordance with a generic and site -specific health and safety plans prepared pursuant to OSHA/MIOSHA guidance and regulations. These plans are developed and overseen by a senior staff member with a Masters degree in Environmental and Industrial Health. Our health and safety plans cover methods for reducing the potential for worker injury or exposure and include utility identification, known or suspected contaminant identification, general hazard assessment, activity-specific hazard assessment, ambient air monitoring, personnel protection, safety and hygiene, medical monitoring, decontamination procedures, emergency response procedures, safety training, and employee notification. Compliance, Inc. also ensures that its subcontractors complete work in accordance with these specific health and safety plans or plans prepared specifically for the job by the subcontractor.

Finally, ensuring that staff conducting project work have appropriate experience and training is the last key to a proper review and QC program. As indicated in Section 3.0, all staff working on this project possess 20 years or more experience in environmental sciences and consulting. Probably

uniquely, this extends from Compliance, Inc.'s Project Manager, field geologist, field technician and ACAD personnel.

5.0 Experience and References

Over the past 19 years, Compliance, Inc. has completed several hundred remedial investigations to define the extent of soil and groundwater contamination and produce data that is useful in designing and implementing effective remedial responses. This has included work on more than fifteen sites for the MDEQ to support the design of remedies including soil excavation, air sparging and multi-phase extraction. Compliance, Inc. is structured such that its remedial investigation work is completed by a staff member who has at least twelve years of experience with Compliance, Inc. and at least 20 years of experience in the environmental investigation and consulting field. Only qualified and decision making level personnel collect and interpret site data. Our senior personnel are frequently on-site, out in the field, as is the case on all of our current ISID project work, which gives the MDEQ confidence that what we encounter in the field is clearly reported and interpreted. Also, by having senior staff in the field with project budgeting authority, Compliance, Inc. can quickly react to unexpected conditions and recommend/implement -- with MDEQ staff approval -- alterations in the remedial investigation scope without significant project delays.

Particularly in the area of remedial investigations, we stand by a philosophy of: 1) providing our best estimate of project costs and then 2) not exceeding that estimate. We believe it is important to maintain established budgets even in light of changed or unexpected site conditions. We use the premise that we as the consultant are in the best position to have developed a work scope that can account for such conditions.

Compliance, Inc. utilizes MDEQ approved and recommended sample collection methods as specified in Part 201/213 guidance and operational memoranda. Compliance, Inc. owns and maintains necessary field sampling equipment and is capable of mobilizing multiple sampling teams to complete project work. As examples, under our ISID and other contract work with the MDEQ we have utilized duplicate low-flow sampling equipment to expedite groundwater sampling at a large site and have mobilized as many as three simultaneously operated GeoProbes in one site investigation.

Example Project 1

Project Name: Dons Auto

Project Address: 9234 East Main Street

Project City/State: Ellsworth, MI

Contact Name and Telephone #: Randy Rothe, MDEQ Gaylord Office, 989-705-3416

Project 1 Description: The Dons Auto project entailed the completion of a remedial investigation to generate soil and groundwater data at a site that had a past confirmed release, but at which very little site characterization had been completed. The majority of the site was destroyed by a fire and was currently un-occupied except for a small metal sided storage building. The MDEQ initially conducted a GeoProbe investigation and identified limited hydrocarbon impact, however, the MDEQ investigation was limited by the presence of a significant gravel layer that could not be penetrated using GeoProbe investigation techniques. A hollow stem drilling rig was subcontracted by Compliance, Inc. to complete the further investigation to groundwater (or 50 feet, whichever was encountered first). Continuous soil sampling was completed in each boring using a 2 foot split spoon, with PID screening and the collection of samples for laboratory analysis based upon visual and PID screening results.

The hollow stem drill rig was able to penetrate the approximate 25 foot thick gravel till horizon and encountered saturated conditions at approximately 40 feet below grade. In addition to confirming the presence of petroleum impact identified by the MDEQ GeoProbe also identified visual and olfactory evidence of saturated soil impact and groundwater impact (analytical data from the MDEQ lab has not yet been received).

In addition to the completion of the report for this project, the final aspect of this project will be the preparation of a specification package for the removal and restoration of the site through the removal of the building remnants that were left after cleanup of the fire debris.

Example Project 2

Project Name: GJ's Party Store

Project Address: 2700 Holiday Road

Project City/State: Traverse City, MI

Contact Name and Telephone #: Ann Emington, MDEQ Cadillac District Office, 231-876-4453

Project 2 Description: GJ's Party Store was an ISID project with the State of Michigan. Compliance, Inc. completed a fast track site assessment and remedial design, prepared bid specifications and completed trade contractor selection and oversight to address contaminated soil and groundwater at a former petroleum retail facility in Grand Traverse County. Compliance, Inc. obtained necessary permits (NPDES and County Road Work), coordinated the

relocation of a six-inch natural gas distribution line and coordinated road closures and site access limitations. The remedial investigation phase of work involved the completion of soil and groundwater GeoProbe borings on the property and in the right of way of an adjoining road. The remedial phase of the project involved the pre-excavation dewatering of the work area, treatment and discharge of water to an adjoining wetland, excavation and off-site disposal of more than 3,000 tons of contaminated soil, the removal and reconstruction of a public road, and the restoration of the site and right-of-way vegetation.

Compliance, Inc. originally was contracted with RFP funding for the work and then successfully transferred the remediation aspects of the work to ARRA funding to assist the MDEQ in meeting 2010 project completion goals. We fast-tracked remediation design and specification preparation to secure a contractor and complete the work in the 2010 construction season. With money saved during the initial phases of work, Compliance, Inc. was approved to complete three additional rounds of post removal groundwater sampling. The groundwater and soil verification sampling indicate that the remedy met its remediation goals.

Example Project 3

Project Name: Mary D's/Pointe Bait

Project Address: 12658 Jerome and 12656 State Street

Project City/State: Atlanta, Michigan

Contact Name and Telephone #: Randy Rothe, MDEQ Gaylord District Office, 989-705-3416

Project 3 Description: Work on these contiguously located projects was conducted under an ISID contract and included periodic monitoring of existing wells, performance of additional site investigation, the development of a remedial action plan and the implementation of the remedial action. The selected remedial action included the excavation of impacted soils from above and below the normal water table located at the sites including beneath a roadway and between existing buildings and an adjacent wetland area. Compliance, Inc. assisted the MDEQ in the procurement of a trade contractor to implement this work and provided oversight of the TC's activities, including soil removal and restoration work. Compliance, Inc. completed the design, bidding and specifications of these projects and published the bid in one document intended for award as two projects to one low bidder. A single contractor was selected to undertake the removal and associated activities. During these latter phases of the project work, project funding was transitioned to ARRA and Compliance, Inc. completed the necessary reporting and oversight for this transition.

At both sites, the removal was complicated by shallow groundwater. At Mary D's approximately 1.3 million gallons of groundwater were pumped, treated and discharged (under NPDES permit) to allow excavation of 2,400 tons of impacted soil. Two uncharted USTs were encountered and removed, and an on-site waste water treatment system was removed and rebuilt as part of this

work. At Pointe Bait, approximately 6.2 million gallons of groundwater were pumped, treated and discharged to support the removal of 3,300 tons of impacted soil. This project required implementing special precautions while working adjacent to the township potable water system running through the excavation area. Isolation valves were installed beyond each limit of the excavation and work adjacent to the water line required significant manual labor during excavation and backfilling activities.

Example Project 4

Project Name: Bob's Standard

Project Address: 323 Newberry Avenue

Project City/State/Zip: Newberry, MI 49868

Contact Name and Telephone #: Scott Schaefer, Upper Peninsula District Office, 906-293-5131

Project 4 Description: Compliance, Inc. was selected through competitive bidding, to construct and operate an ozone-sparging groundwater treatment system at the Bob's Standard site in Newberry, Michigan. Compliance, Inc. completed site preparation work, constructed a trailer-mounted ozone-sparge remediation system to MDEQ specifications, delivered and set-up the system at the site and provided system operation and maintenance over an 18-month period. Although the system is located three hours travel time from our nearest office, we have been able to provide responsive O&M services and have achieved a 94% up time operation over the entire project period. The problem free nature of the system and O&M services and the ozone treatment expertise Compliance, Inc. brought to the project, allowed the MDEQ to release their original oversight Professional Contractor after an initial nine month project period. Since that time, Compliance, Inc. has worked directly with MDEQ staff in both O&M and project coordination roles. The system is effectively treating highly impacted dissolved phase contamination with most monitoring wells showing ten- to 100-fold total hydrocarbon concentration decreases. All tasks have been completed within budgeted amounts and Compliance, Inc. has been approved for several additional months of system operation and maintenance.

Compliance, Inc. considers this one of our most successful projects. We say this even though: 1) our bid for this work was 72% of the next lowest bid (translating to more than \$50,000 in saved costs for the State of Michigan), 2) the project was structured on a pay for operational up time manner (if it didn't operate well, we would have received reduced pay), and 3) its location in the central Upper Peninsula was less than optimal for quick wintertime O&M visits. It is understandable why other firms could not be competitive when bidding this project. But the project has been a success in all aspects and both the State of Michigan and Compliance, Inc. gained valuable confidence in the use of an innovative treatment approach.

Example Project 5

Project Name: Scamehorn Shell

Project Address: Front and Division Streets

Project City/State: Traverse City, MI

Contact Name and Telephone #: Ann Emington, MDEQ Cadillac District Office, 231-876-4453

Project 6 Description: Compliance, Inc. led the completion of a fast-track soil boring investigation in the roadways of Front Street and US 31/37, a busy intersection in Traverse City, Michigan. The goal of the work was to delineate the extent of free product in the street intersection associated with four contiguously located LUST sites. Three field geologists completed simultaneous sampling using three GeoProbe rigs/operators. The work was structured in this manner to expedite sample collection and minimize road and lane closures. The work was completed during evening and night periods using temporary rig-mounted lights. The work maintained clearance from numerous sub-surface and overhead utilities. Restoration required bore hole filling and surface reconstruction with asphalt/concrete to City of Traverse City and MDOT specifications. No post work road deterioration issues were identified.

Example Project 6

Project Name: Ventures Investments

Project Address: 207 West Grandview Parkway

Project City/State/Zip: Traverse City, MI

Contact Name and Telephone #: Ann Emington, MDEQ Cadillac District Office, 231-775-3960

Project 7 Description: This work was part of Compliance, Inc.'s trade contract to install and operate a MDEQ designed remediation system over the 2010 to 2011 period. Trenching and piping for seven separate air sparge points and three separate SVE points were installed over a four day period including all line tightness testing, trench backfilling and compaction, compaction testing and site restoration. While some in ground interferences were encountered (e.g., a buried rail line and an uncharted sewer line), Compliance, Inc. was able to work around those interferences and complete the work within the required time frame. The work also required the installation of a sparge point in a basement and control the petroleum vapors generated during that process. The system operated at greater than 90% up time over a one year period before the remedial goal was achieved. Post-remediation monitoring was completed as a part of the project closure.

Example Project 7

Project Name: Total #2542 (Huron Mini Mart)

Project Address: 445 S. Huron Street

Project City/State/Zip: Ypsilanti, MI 48198

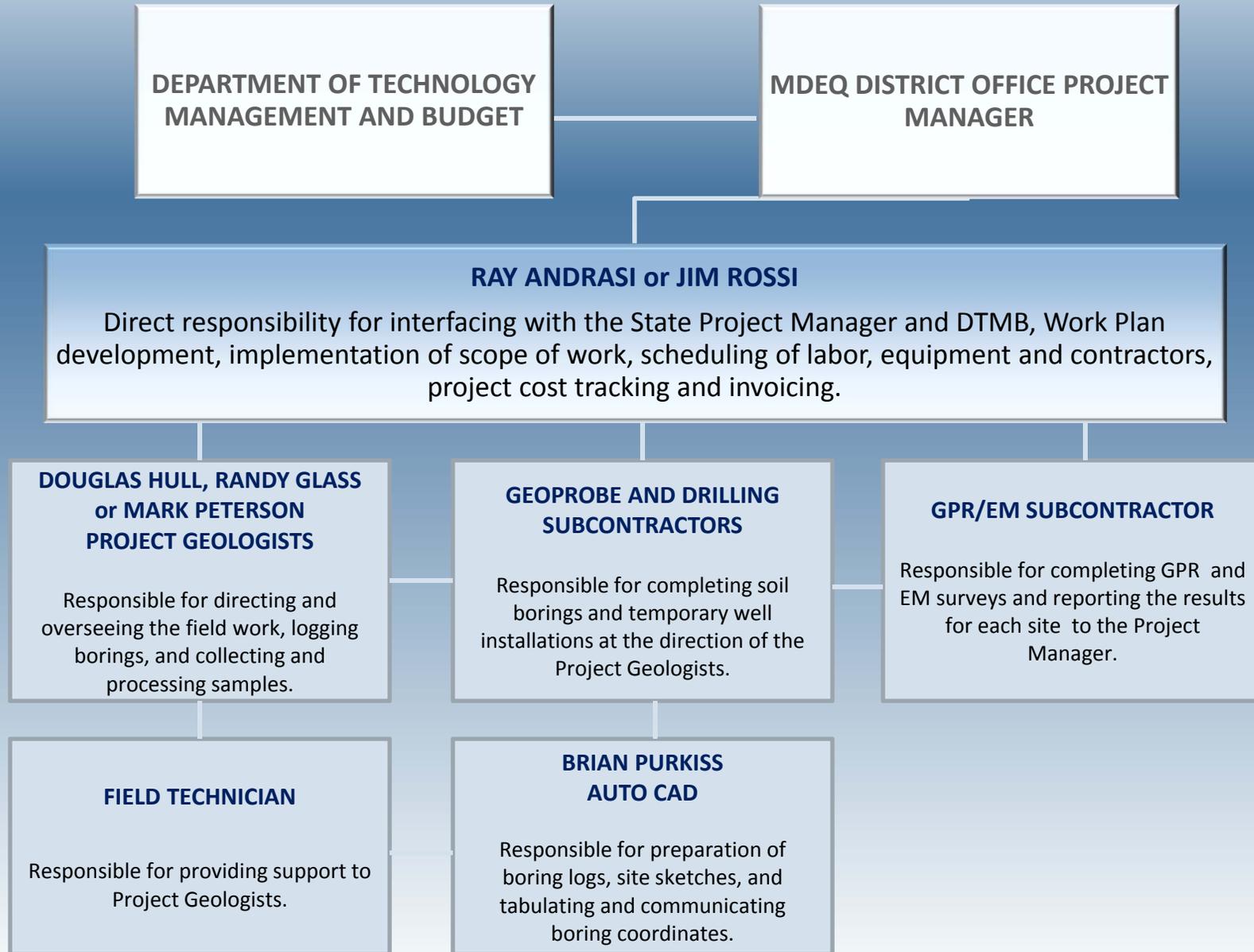
Contact Name and Telephone #: Terri Hiske, MDEQ Jackson District 517780-7928

Project 5 Description: Compliance, Inc. was selected to complete two years of operation and maintenance and groundwater sampling for an ozone-sparging treatment system at the Huron Mini Mart (HMM) site in Ypsilanti, Michigan. The project required operation and maintenance of a system constructed by a previous contractor to treat groundwater migrating from the site towards the Huron River. During the initial period of site work, the system required several modifications and upgrades to increase overall performance. Compliance, Inc. completed those upgrades and then using our experience at other ozone sparging sites, Compliance, Inc. was able to make several recommendations to further improve system up time. Over the period of O&M, we proved responsive to system alarms, conducted troubleshooting system shutdowns, and effectively communicated observations and recommendations on O&M improvement to the MDEQ and the states oversight contractor. Compliance, Inc. completed the two year period of O&M on July 1, 2011 and then was requested to recommend system changes to improve performance over a one year contract extension. Compliance, Inc. developed a plan for system upgrade that would reduce monthly O&M costs by 22% compared to the prior contract.

ATTACHMENT A

TRIAGE PROJECT ORGANIZATIONAL CHART

Compliance, Inc. ISID Organizational Chart



ATTACHMENT B

RESUMES OF KEY PERSONNEL

RAYMOND ANDRASI P.E.

EDUCATION: B.S. Geological Engineering 1982,
Michigan Technological University

CERTIFICATIONS: Professional Engineer, Michigan
Professional Engineer, Colorado

PROFESSIONAL SUMMARY

Mr. Andrasi's environmental experience spans over 30 years and includes the management of environmental investigation and remediation projects throughout the Midwest and Southwestern United States. For the past 24 years, Mr. Andrasi's career focus has been on the evaluation and remediation of sites under Michigan's Part 201 and Part 213 programs. Throughout his career, Mr. Andrasi has successfully overseen the completion of projects requiring a diverse mix of geological and engineering expertise. He provides his clients with consulting services that are succinct, meet regulatory requirements, and are within project budgets. These solutions consist of the implementation of State of the Art technologies or the unique application of simple but proven construction methods.

Mr. Andrasi has managed the completion of work on more than ten projects for the State of Michigan including six sites under the Indefinite-Services, Indefinite Delivery program. The scope of these services has included remedial investigations, groundwater monitoring, remedial design, bid specification preparation, project bidding and contractor selection and oversight. Mr. Andrasi uses his engineering expertise to ensure that selected remedies meet specified remediation goals within established budgets. He is experienced in DTMB and MDEQ project management methods and has successfully transferred projects through both RPF and ARRA funding mechanisms.

Mr. Andrasi has proven his ability to provide technical guidance during project strategy development and negotiation phases, developing project objectives suitable to the needs of the client and meeting regulatory requirements. He leads the design of projects ranging from the rehabilitation of purge well systems to the installation of soil vapor extraction and free product recovery systems. He has utilized existing technology for the innovative construction of remediation systems, creating significant savings for his clients. He has consistently demonstrated his ability to complete projects that achieve the goals, objectives and satisfaction of his clients.

PREVIOUS EXPERIENCE

Prior to joining Compliance, Inc., Mr. Andrasi held the following positions:

- **Project Manager, WW Engineering & Science (now Earth Tech)**
Grand Rapids, Michigan; 1991 - 1994

Mr. Andrasi's responsibilities included the technical and administrative management of a wide variety of environmental projects. Mr. Andrasi has directed project teams during the implementation of remedies ranging from small soil excavation and disposal projects to \$500,000 soil vapor extraction (SVE) projects. Success was achieved on these projects by providing environmental solutions within the economic constraints of his clients. Mr. Andrasi has served industrial clients including chemical, railroad, automotive, and pharmaceutical companies. By viewing each project from the client's unique perspective, Mr. Andrasi consistently completes projects within budget and ahead of schedule.

- **Associate Engineer, EnecoTech Midwest, Incorporated,**
Denver, Colorado and Farmington Hills; Michigan 1989 - 1991

Mr. Andrasi was employed as a mid level manager/engineer and assisted in environmental investigation/remedial design project. Among his other duties, Mr. Andrasi was assistant project manager on a property transfer project that consisted of over 110 sites in fives southwestern States. His activities included the coordination of field crews, laboratory analysis, and the preparation of the summary report, all in a period of less than three months. As a result of the success of this project, Mr. Andrasi was requested to open and develop a Southeast Michigan branch office for EnecoTech and was based in southeast Michigan from 1990 through 1991, where Mr. Andrasi was able to more effectively assist local clients while expanding the company's client base.

- **Geological Engineer, Deuel & Associates, Inc.**
Arvada, Colorado; 1989

While working for this firm, Mr. Andrasi was the project manager for the on-going permit compliance operations during the startup of the first permitted hazardous waste TSD in Colorado. The client relied on Mr. Andrasi for assistance on a wide variety of issues, and to act as a representative of the client during meetings with state regulatory personnel and site construction contractors. Mr. Andrasi was responsible for completing Phase 1 Environmental Site Assessments for Deuel's Denver area clients.

- **Staff Geological Engineer, Fox & Associates of Colorado, Inc.**
Wheat Ridge, Colorado; 1986 - 1989

Mr. Andrasi developed his skills in field investigation data generation during his three years with this firm. He oversaw and implemented field service activities for environmental geoscience evaluations, conducted geotechnical evaluations, performed laboratory testing and completed report preparation.

- **Staff Geological Engineer, CTI & Associates**
Novi, Michigan; 1983 - 1986

Mr. Andrasi was responsible for construction materials testing, geotechnical exploration and data acquisition for environmental, commercial and industrial projects.

MEMBERSHIPS

National Groundwater Association

PROFESSIONAL TRAINING

40 - Hour Hazardous Waste Operator Training, 1991

8 - Hour Hazardous Waste Operator Refresher Training

JAMES E. ROSSI

EDUCATION B.S. Chemistry, University of Michigan, 1985
M.S. Environmental and Industrial Health, University of Michigan, 1987

CERTIFICATIONS MDEQ Certified Underground Storage Tank Professional #765

PROFESSIONAL SUMMARY

Mr. Rossi is president and a project manager at Compliance, Inc. He has over 24 years of experience completing environmental investigations, risk assessments and remediation at sites of environmental contamination. Mr. Rossi has particular expertise in ASTM's Risk-Based Corrective Action (RBCA) process and coordinates RBCA evaluations with Compliance, Inc.'s engineering and Hydrogeological staff. He leads these coordinated efforts to develop final remedial action plans that are both protective of human health and the environment and cost effective. Mr. Rossi employs risk assessment tools to more accurately characterize the potential site-specific risks associated with the presence of contamination. When these evaluations demonstrate that human health and the environment can best be protected through the application of land use restriction or other exposure controls, Mr. Rossi has expertise in emplacing those controls through regulatory approved documents.

Mr. Rossi has completed remedial investigations, feasibility studies, remedial design, treatment system construction and installation, and treatment system operation and maintenance on more than ten sites working for the Michigan Department of Environmental Quality. Remedies employed at these sites have included multi-phase extraction, air sparging, soil vapor extraction, ozone injection and targeted source removal through excavation. Mr. Rossi is well versed in State of Michigan contract management procedures and has lead projects under Michigan's Indefinite-Services, Indefinite-Delivery program; as a Professional Services Contractor; and as a Trade Contractor. Mr. Rossi is experienced in the State of Michigan contractor procurement process having prepared clear and concise bid specifications, assisted in the contract bidding and contractor procurement process, and overseen final remediation completion.

In addition to providing environmental investigation, remediation and risk assessment services, Mr. Rossi also has completed environmental site assessments at over 100 properties involved in real estate transactions. These evaluations are designed to identify potential sources of environmental impact and financial liability for prospective buyers and financiers. His expertise in chemical risk assessment allows him to provide clients the information they need to make informed decisions concerning the potential environmental liabilities of these properties. On more than twenty of those projects, Mr. Rossi has led the completion of Baseline Environmental Assessments to provide liability protections to new owners through Michigan Part 201 regulations.

PREVIOUS EXPERIENCE

- **Manager, Environmental Risk Assessment Services, WW Engineering and Science (now Earth Tech)**

Grand Rapids, Michigan, 1991 - 1994.

As Manager of Environmental Risk Assessment Services at WWES, Mr. Rossi managed the completion of risk assessment projects completed by a staff of environmental scientists and toxicologists. He successfully completed Type C risk assessments at numerous sites listed as sites of environmental contamination under the Michigan Environmental Response Act. In addition, he completed and/or provided technical oversight for the completion of, risk assessments at several Superfund sites within U.S. EPA Region V.

- **Senior Scientist, ENVIRON Corporation**

Washington, DC, 1987 - 1991.

Mr. Rossi completed a variety of human health and ecological risk assessments including the evaluation of risks presented by contaminants at numerous uncontrolled hazardous waste sites. Many of these sites were or are currently listed as National Priority Listed sites in the Midwest and Eastern United States. Contaminants of concern at these sites included volatile organic compounds, semi-volatile organic compounds, PCBs, dioxins and furans, lead and other heavy metals. These risk assessments successfully met the risk evaluation requirements of potentially responsible parties as well as State and Federal regulatory agencies.

PUBLICATIONS

Brown, S.L., and J.E. Rossi, "A Simple Method for Estimating Dermal Adsorption of Chemicals in Water." *Chemosphere* Vol. 19, No. 12 pp. 1989-2001, 1989.

Brown, S.L., J.E. Rossi, and M.A. Ginevan, "A Mathematical Model for Dermal Adsorption From Water." Paper presented at ENVIRONMETRICS 87, Washington, D.C., November 1987.

MEMBERSHIPS

Society of Environmental Toxicology and Chemistry
ASTM E-50 Committee on Environmental Assessment (15-year member 1994 - 2009)

PROFESSIONAL TRAINING

MDEQ Remediation and Redevelopment Division – Cleanup Criteria Training - 2007
ASTM Risk Based Corrective Action Applied at Petroleum Release Sites, 1999
40 - Hour Hazardous Waste Operator Training, 1992
8 - Hour Hazardous Waste Operator Refresher Training 1993 – 2011

DOUGLAS A. HULL

EDUCATION M.S. Hydrogeology 1991, Western Michigan University
M.S. Geology 1980, Bowling Green State University
B.S. Geology 1977, Grand Valley State University

CERTIFICATIONS AAPG Certified Professional Geologist #9567
MDEQ Certified Underground Storage Tank Professional #943

PROFESSIONAL SUMMARY

Mr. Hull is a Senior Hydrogeologist with Compliance, Inc. and has over 24 years of experience in the environmental consulting industry. His areas of expertise include the development and implementation of remedial investigations; groundwater flow and contaminant transport modeling; the design, operation, and interpretation of aquifer performance tests; and the design, construction and operation of groundwater and soil remediation systems. Mr. Hull develops and completes remedial investigations to fully delineate environmental contamination to support corrective actions determinations pursuant to Parts 201 and 213 of Michigan's Natural Resources and Environmental Protection Act. He has designed, installed and operated a wide variety of soil and groundwater remediation systems, focusing on the geological and hydrogeological aspects of contaminant recovery and treatment.

Throughout his career, Mr. Hull has successfully completed projects requiring technical expertise and regulatory compliance, while meeting budgetary constraints. His attention to detail and ability to concisely interpret data are main factors in his successful completion of environmental projects. He has utilized these skills on a variety of assignments for the Michigan Department of Environmental quality including full implementation of MDEQ-approved investigation work plans and fast-tracked site assessments to guide remediation selection. Mr. Hull oversees the development and implementation of Compliance, Inc. standard site assessment protocols and evaluates new investigation techniques for field implementability and quality control.

PREVIOUS EXPERIENCE

- **Project Manager, Environmental Solutions, Inc.**
Traverse City, Michigan; 1991 - 1994
Mr. Hull's responsibilities included the management of a wide variety of environmental projects including hydrogeological investigations and soil and groundwater remediations. Mr. Hull's major technical focus was the delineation of environmental impact at industrial and commercial sites and the design and implementation of soil and groundwater remediation systems. His commitment to client satisfaction was proven during service to commercial, industrial and municipal clients. At ESI, Mr. Hull demonstrated his ability to complete projects within budget and on schedule.

- **Hydrogeologist, Environmental Science & Engineering, Inc.**
Williamston, Michigan; 1991

Mr. Hull was responsible for the management and completion of hydrogeological investigations at sites in Michigan and Vermont. A significant portion of this work focused on a landfill investigation regulated by the Comprehensive Environmental Response, Compensation and Liability Act (Superfund).

- **Senior Teaching Assistant, Western Michigan University**
Kalamazoo, Michigan; 1989 - 1991

Mr. Hull was a part-time faculty member in the Department of Geology at Western Michigan University. Mr. Hull instructed physical geology and oceanography courses and coordinated field geology courses.

- **Petroleum Exploration Geologist, T.D. Exploration Company**
Onkama, Michigan; 1986 -1987

Mr. Hull was responsible for the evaluation and investigation of oil and gas prospects within the Silurian aged Niagaran Reef Trend of Northern Michigan.

- **Petroleum Exploration Geologist, Phillips Petroleum Company**
Houston, Texas; 1980 -1986

Mr. Hull was responsible for the evaluation and investigation of oil and gas prospects within Northern Louisiana and Southern Arkansas. His duties included the analysis for rehabilitation of previously productive fields and the identification of new exploration prospects.

- **Geologist, U.S. Geological Survey**
Denver, Colorado; 1977

Mr. Hull conducted field research for the U.S. Nuclear Regulatory Commission on the Snake River Plain in Idaho.

MEMBERSHIPS

American Institute of Professional Geologists
Association of Ground Water Scientists and Engineers
American Association of Petroleum Geologists
Michigan Petroleum Association – Environmental Issues Committee

PROFESSIONAL TRAINING

MDEQ Remediation and Redevelopment Division – Cleanup Criteria Training - 2007
ASTM Risk Based Corrective Action Applied at Petroleum Release Sites, 1999
Visual MODFLOW™ (Ground Water Modeling) / Waterloo Hydrogeologic, Inc., 1996 & 2000
40 - Hour Hazardous Waste Operator Training, 1991
8 - Hour Hazardous Waste Operator Refresher Training

RANDALL J. GLASS

EDUCATION M.S. Geology, Bowling Green State University, 1991
B.S. Geology, Lake Superior State University, 1987

CERTIFICATIONS MDEQ Certified Underground Storage Tank Professional

PROFESSIONAL SUMMARY

Mr. Glass is a Senior Project Manager in Compliance, Inc.'s Brighton office and has over 20 years experience in soil and groundwater contaminant investigations and remediation at residential, commercial, and industrial sites. He has significant experience managing the investigation and remediation of contamination at leaking underground storage tank sites including portfolios of multiple sites for regional and national petroleum distribution companies. Mr. Glass has expertise implementing Risk Based Corrective Actions (RBCA) at petroleum contaminated sites completing such work at more than 60 sites in Michigan. Mr. Glass also leads investigation and remediation work under Michigan's Part 201 program with focuses on chlorinated and non-chlorinated VOC contaminated properties.

Mr. Glass' expertise in geology and hydrogeology assists his clients in cost-effective implementation of investigations leading to the delineation and remediation of petroleum and non-petroleum-related contaminant plumes. Mr. Glass conducts aquifer testing for hydrogeologic characterization at retail facilities, petroleum terminals and pipelines. Mr. Glass utilizes various fate and transport modeling techniques to characterize the potential movement of subsurface contamination and support closures using site-specific calculations and parameters. Mr. Glass has particular expertise in sub-slab vapor intrusion having designed and installed sub-slab depressurization systems for more than forty residential and commercial properties.

Mr. Glass has performed multiple tasks on State of Michigan contract projects and is versed in project management and coordination with MDEQ District Staff. Most recently he has performed remediation operation and monitoring, plume stability monitoring and free product recovery at three sites in southeastern and eastern Michigan under both Indefinite-Service, Indefinite-Delivery and trade contractor engagements.

PREVIOUS EXPERIENCE

- **Professional Consultant, Handex Environmental**
Wixom, Michigan 1994-2002

Managed environmental site investigations, remediation and regulatory compliance projects at commercial and industrial facilities for multiple Michigan and national companies. Responsibilities included the development and implementation of site investigation plans, corrective action plans, budget development and tracking, personnel management scheduling of personnel and equipment, coordination of subcontractors. He was responsible for data review and analysis, preparation and review of technical reports, and quality assurance/quality control. Project experience included Part 201 sites, leaking underground storage tanks sites, and waste storage and disposal facilities.

- **Professional Consultant, EnecoTech, Inc.**
Farmington Hills, Michigan 1991-1994

Provided technical support for environmental hydrogeologic investigations for more than 20 leaking underground storage tank sites as well as preparing compliance reports for each site. Responsibilities included field investigation completion, oversight of subcontractors, client management and coordination with regulatory agencies. He assisted in coordination of personnel and equipment to complete field and office activities, management of client portfolio, budget development and tracking, evaluation of technical work products. His work portfolio included sites regulated under both Michigan UST (Part 213) and non-UST (Part 201) programs.

PROFESSIONAL TRAINING

Sampling Strategies and Statistic Training, 2002
Risk Based Corrective Action Applied to Petroleum Release Sites, ASTM, 2001
40-Hour Hazardous Waste Operator Training, 1991
8-Hour Hazardous Waste Refresher Training
16-Hour Asbestos Training & Designated Person, 1999
Hydrogen Sulfide Safety Training, 1988

PRESENTATIONS

Couzens, B.A., Dunne, W.M., Onasch, C.M., and Glass, R., 1993, Strain Variations and Three-Dimensional Strain Factorization At The Transition From The Southern To The Central Appalachians: Journal Structural Geology, v.15, p.451-464.

Dunne, W.M., Couzens, C.M., and Glass, R., 1991, Strain Transition At The Juncture OF Two Diachronous Thrust Systems: Southern vs. Central Appalachian Foreland: Proceedings of Geometry of Deformed Rocks - John Ramsay Meeting.

Dunne, W.M., Couzens, B.A., Onasch, C.M., and Glass, R., 1991, Transitions In Strain And Microstructures From Diachronous Thrusting: Southern vs. Central Appalachian Foreland: Geologic Society of America, Abstracts With Programs, v.23.

MARK R. PETERSON, C.P.G.

EDUCATION B.S. Geology, Eastern Michigan University, 1991
 Technical Training in Electrical Technology, Control Logic and HVAC
 Lansing Community College, 1994-1996

CERTIFICATIONS Certified Professional Geologist #10345, American Institute of Professional Geologists
 MDEQ Certified Underground Storage Tank Professional, #1002

PROFESSIONAL SUMMARY

Mr. Peterson leads the remediation system installation and operation and maintenance practice area at Compliance, Inc. He has more than 20 years experience completing remediation at sites of environmental contamination using a variety of techniques. Mr. Peterson also completes remedial investigations at contaminated sites to support site characterization and determine the need for and extent of response actions. He is experienced in the implementation of Risk Based Corrective Actions (RBCA) at petroleum contaminated sites, as well as completing site specific risk assessments under Michigan's Part 201 program. Mr. Peterson's expertise in hydrogeology allows him to evaluate sites of known or potential contamination, identify appropriate remediation technologies, and design and implement effective remedial actions.

Mr. Peterson has managed the system design, bid preparation, bidding, subcontractor management, and has provided operation and maintenance services for more than 30 groundwater remediation systems in Michigan. He has designed and managed remediations as varied as multi-phase extraction, air sparging, soil vapor extraction, groundwater pump and treat through a variety of methods including air stripping and carbon absorption, vapor intrusion remediation, and enhanced biological degradation. Mr. Peterson is recognized for his expertise in ozone enhanced remediation. He currently oversees the use of this technique at four sites, including two sites under contract with the State of Michigan. He has constructed systems using various generations of ozone sparging technology and has successfully guided the State through reconstruction of an ozone system constructed by other consultants. Mr. Peterson is adept at using remote communication technologies to monitor and control remediation system via phone and internet connection. He currently provides O&M services on several sites located multiple hours travel time from Compliance, Inc. offices.

Mr. Peterson has also provided environmental oversight of pollution liability claims for a major insurance carrier and has worked extensively with an auto manufacturer's self directed environmental program. He also manages Compliance Inc.'s Radon Mitigation Program and has designed and installed sub-slab depressurization remediation systems at more than fifty properties.

PREVIOUS EXPERIENCE

- **Professional Consultant, EnecoTech, Inc.**
Farmington Hills, Mich. 1991-2000

Mr. Peterson managed the installation of bio-remediation, free product recovery, groundwater recovery, sparge and vent, soil vapor extraction and dual phase extraction systems. He worked extensively with a major auto manufacturer's self-directed and regulated environmental programs. This work consisted of hybrid Phase I investigations for their dealership buy-back program and property transactions, Phase II investigations for the relocation of their World Headquarters and surrounding property acquisitions. Mr. Peterson managed all activities involved in the environmental assessment of more than 32 sites of environmental contamination.

- **Cartographer and Terrain Analyst, US Army Corps of Engineers**
Fort Shafter, HI. 1985-1988

Mr. Peterson served as Cartographic Specialist in the 29th Topographic Battalion, Fort Shafter, HI. As a Cartographic Specialist, he worked on numerous projects, which consisted of Search and Rescue grids for US territorial Islands, Flight Approach Maps for major airports in the Pacific Rim, Black light 3-D Flight Maps, and trilingual topographic maps of the Korean Peninsula. He worked on projects requiring a security clearance of Secret.

- **Construction Technician, MWM Construction**
Auburn Hills, MI 1984-1985

Installed HDPE, Nylon, and Geo-Fabrics in treatment ponds, sewage treatment structures and landfills. Operated seam welders and preformed inspections for seam quality.

MEMBERSHIPS

American Institute of Professional Geologists

PROFESSIONAL TRAINING

Certified Wastewater Treatment Plant Operator - Carbon and Air Stripper Treatment, Certificate Number W 6267

40-Hour Hazardous Waste Operator Training, 1991, Annual Refreshers.

ASTM Risk Based Corrective Action Applied at Petroleum Release Sites; June 2001.

Radon Measurement Proficiency Course and Mitigation, Eastern Regional Radon Training Center, Rutgers University, January 2003.

Inspecting Radon Mitigation Systems, Radon Resistant New Construction, Marketing The Radon Message, Certified Residential Radon Mitigation Provider, NRPP ID #102675RMT

National Radon Safety Board Certification #9G0008

ATTACHMENT C

TRIAGE PROJECT WORK PLAN

**WORK PLAN FOR
2013 ENVIRONMENTAL
EXPANDED TRIAGE (ISID) INVESTIGATIONS**

Prepared for:

Michigan Department of Environmental Quality
Remediation and Redevelopment Division

Prepared by:

Compliance, Inc.
223 Lake Avenue
Traverse City, MI 49684

February 21, 2013

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1.0 FACILITY INFORMATION

Multiple Sites

MDEQ _____ District

The work is to be completed at one or more typical, active or formally active Underground Storage Tank (UST) sites in one or more Department of Environmental Quality (DEQ) Districts in the State of Michigan. Access to the site(s) is to be arranged by the MDEQ and it is anticipated that the work will be completed in mid-2013.

2.0 PROJECT GOALS

As stated in the Request for Proposal (RFP) prepared for this investigative work by the Department of Technology, Management and Budget (DTMB) and the DEQ, the project goals are to conduct a remedial investigation to define the current extent of soil and groundwater contamination at sites where little recent activity has been completed. The investigations are intended to be conducted in a short period of time and the data generated by the investigations will be used by the DEQ to identify and evaluate risks to human health and the environment in accordance with the Risk-Based Corrective Action (RBCA) process. The data will be used to determine if a site poses a significant threat to public health, safety, welfare, or the environment and to set priorities for state funding of additional activities at sites that pose significant risks.

This work plan presents the methodology to be used by Compliance, Inc. at each site in the conduct of this work. To the extent that multiple projects are assigned by the DEQ, this Work Plan is designed to cover the completion of several concurrent site investigations.

3.0 SCOPE OF SERVICES

All of the tasks to be completed according to this work plan are considered Part of Phase 100 – Remedial Investigation. A breakdown of specific activities to be completed as a part of the investigation(s) is provided below.

3.1 Project Coordination

The Compliance, Inc. Project Manager will be responsible for coordinating, scheduling and managing all activities to complete the project objectives. Following receipt of the assignment from the State Project Manager (SPM) and verifying the proposed number, locations and type of borings to be completed, the Project Manager will conduct all other activities necessary to achieve the project goals including:

- Coordinating activities with site owners, occupants, right-of-way holders, utility owners, and other parties affected by the site activities. This will include coordinating the location of underground utilities through the Michigan Miss Dig system with the selected drilling contractor(s).
- Preparing a site-specific Health and Safety Plan (HASP).
- Scheduling the completion of all field investigation activities.

- Scheduling the delivery of laboratory samples to the DEQ laboratory 14 or more calendar days prior to their delivery and requesting all sample bottles and soil preservation kits from the DEQ laboratory at least ten days prior to planned sample collection.
- Preparation of a site report which will document the results of the investigation as discussed in Section 3.8.
- Submitting Monthly Progress Reports documenting the status of work at individual sites with schedule updates, as necessary.

Deliverables

The following deliverables will be submitted to the MDEQ in both a timely manner and a form that is approvable by the MDEQ and the State Project Manager (SPM).

- **Site-Specific Budget** – A budget specifying the total estimated cost for all proposed work, broken down into the estimated cost for each phase and using the form used in the project RFP, will be submitted. The site specific budget will be based upon the number and depth of borings and investigation method dictated by the SPM and the unit costs provided in the “dummy site” cost sheet.
- **Health and Safety Plan (HASP)** – Compliance, Inc. will prepare a generic HASP for the investigation work and modify this document for each site-specific investigation.
- **Work Schedule** – A schedule of all site activities, which will also present the schedule for coordinating multiple site investigations (if multiple sites are assigned), will be submitted for each assignment.

3.2 GPR/EM Survey

After approval of all pre-site investigation submittals, the Project Manager will conduct an initial site reconnaissance to identify any limiting conditions at the Site and to verify the accuracy of any site depictions previously provided by the DEQ. The Project Manager will observe the specific area of each site where the Ground Penetrating Radar (GPR) and Electromagnetic (EM) surveys are to be performed, as marked by RRD staff. Any potential surface conflicts for the GPR/EM work or later soil borings will be noted and communicated to the SPM.

The GPR survey will be completed by a selected subcontractor using a USRADAR, ERA model 500 MHz antenna (or equivalent) capable of identifying features to an anticipated depth of six feet bgs. The areas to be scanned will be delineated using a one meter interval grid pattern. This grid pattern should allow for objects consistent with a utility, a UST or other smaller target to be scanned. Multiple scans in a North-South and East-West direction will be performed to cover the entire area requested. The GPR data will be recorded and processed as strip prints with the located anomalies marked on a base map of the site. Located anomalies consistent with potential targets will be marked on a base map of the site.

Additionally, an EM Induction-based utility locator will be used to scan the designated area for live electrical and reflective metal targets. The EM survey will be completed with a Vivax Metrotech 9800 XT or similar. Depth readout accuracy for this equipment is normally +/- 5%.

The results of that survey will also be depicted on the base map of the site.

With the approval of the property owner, anomalies consistent with potential targets will also be marked on the ground surface using paint or flags.

3.3 Boring/Drilling Methods

3.3.1 GeoProbe Drilling

At sites where the investigation work will include GeoProbe borings, those borings will be completed by a GeoProbe subcontractor under the supervision of a Compliance, Inc. Geologist or Engineer. It is anticipated that a track-mounted rig will be utilized for most site work to ensure access to all boring locations selected by RRD staff.

GeoProbe borings will be completed by first penetrating through asphalt, concrete or other hard surfaces. A hand auger will then be used to extend the borehole to at least four feet with soil cuttings continuously field screened using a PID and samples collected at two and four foot depth intervals. The boring will then be continued using GeoProbe Macro-Core sampling techniques utilizing successive four-foot soil samplers advanced using the GeoProbe hammer. Soils will be retrieved from each sampler in clear plastic sleeves which will be opened for soil inspection, field screening and sample collection. Recovered soil cores will be visually observed and the soil lithology, PID readings and both visual and olfactory evidence (staining, sheen, odor, etc.) will be logged. Soil samples for laboratory analysis will be selected and collected by the methods presented in Section 3.5.1 below.

The continuous Macro-Core sampling technique will allow for the identification of any potential confining clay layer(s) that may be present beneath the site. In the event that a clay layer is not identified, the borings will be advanced to the work plan specified sampling depth. If a clay layer considered potentially confining is identified in a soil core, the GeoProbe boring will be halted. Advancement of a boring beyond an apparent substantial clay layer will be completed only at the direction of the SPM.

Groundwater sampling completed using a GeoProbe will typically be completed through screened GeoProbe points set just below the recorded unsaturated/saturated zone interface (temporary one-inch diameter wells set to straddle the water table may also be used at some sites), or at depth intervals below the water table selected by the SPM.

Immediately after installation, a water level meter will be used to verify the accumulated thickness of water in the temporary well and then a groundwater sample will be collected by the method discussed in Section 3.5.2.

Following all soil and/or groundwater sample collection (and removal of any temporary well casing if used), the borehole will be restored following the method described in Section 3.8 of this work plan.

When completed, the GeoProbe boring location will be measured from permanent site features and marked on a site map. The GPS coordinates of each location will be established by site

survey after all boring work is completed. These coordinates will be obtained using a survey grade GPS equipment, with sub-foot accuracy, and corrected to Michigan GeoRef coordinate system.

3.3.2 Hollow Stem Auger Drilling

At sites where hollow stem auger (HSA) boring is a selected drilling method, those borings will be completed using a drill rig with 4.25-inch ID hollow stem augurs. HSA borings will be completed by first penetrating asphalt, concrete or other hard surfaces to six inches bgs. A hand auger soil probe or post hole tool will then be used to extend the borehole to at least four feet with soil cuttings continuously field screened using a PID and samples collected at two and four depth intervals. The boring will be continued below four feet by HSA drilling with soil samples collected from 2-foot split spoons pounded ahead of the auger. Each spoon will be opened for soil inspection, field screening and sample collection. Exposed soil within the spoon will be visually observed and the soil type, PID readings and both visual and olfactory evidence (staining, sheen, odor, etc.) will be logged. Soil samples for laboratory analysis will be selected and collected by the methods presented in Section 3.5.1 below. After drilling has been completed to the selected depth, the field geologist/engineer will measure the total open depth of the borehole with a weighted, tape measure and document the depth.

The continuous split spoon sampling technique will allow for the identification of any potential confining clay layer(s) that may be present beneath the site. In the event that a clay layer is not identified, the borings will be advanced to the originally specified sampling depth. If a clay layer considered potentially confining is identified in a soil core, the HSA boring will be halted. Advancement of a boring beyond an apparent substantial clay layer will only be completed at the direction of the SPM.

Groundwater sampling completed using HSA drilling will be completed through temporary wells set to straddle the water table or at another interval selected by the SPM. The temporary wells will consist of new, factory-sealed threaded PVC well screen and casing. Well screens will be tightly joined to the well casing and will be centered in the borehole. #10 slot screens will be used unless specified otherwise by the SPM. Solvent, glue, or anti-seize compounds will not be used on the joints. For water table wells, well screens will be placed such that approximately one-foot of the screened interval is above the water table. Immediately after installation, a water level meter will be used to verify the accumulated thickness of water in the temporary well and then a groundwater sample will be collected by the method discussed in Section 3.5.2 below.

Following all soil and/or groundwater sample collection, the temporary well casing will be removed and the borehole will be restored following the method described in Section 3.8 of this work plan.

When completed, the HSA boring location will be measured from permanent site features and marked on a site map. The GPS coordinates of each boring location will be established by site survey after all boring work is completed. These coordinates will be obtained using survey grade GPS equipment, capable of sub-foot accuracy, and corrected to the Michigan GeoRef coordinate system.

3.4 Field Screening Methods

Soil samples from initial hand auger intervals, GeoProbe borings and HSA borings will be field screened using a Thermo Environmental model photoionization detector (PID) or the equivalent. The PID will be equipped with a 10.2 ev lamp. Prior to the first use on each day, the PID will be calibrated versus a manufacturer recommended calibration gas. For work extending over four hours or at any time where suspect or errant PID readings are measured, an additional calibration will also be completed to ensure PID performance.

Soil samples will be collected by hand auger at two foot intervals will be field screened after placement in one-quart sealed freezer bags. Soil will be placed to about 50% of the bag volume with the remaining 50% of air space left in each bag. The bag will then be allowed to equilibrate and warm for a period of at least 5 minutes and a PID reading will be taken upon stabilization through an opening in the bag. The highest reading observed will be recorded.

Soil samples collected in GeoProbe sleeves and split spoons will be field screened through both: 1) direct placement of instrument across the soil surface in the opened sleeve or spoon, recording positive readings at any interval and 2) screening of discrete samples collected from each soil core. Based upon the lithology observed in the recovered soil cores, multiples bag samples from each core may be obtained. All bag samples will be subsequently screened using the PID following equilibration in the bag as described above.

Following screening and the collection of soil samples as described below, all soils will be disposed with other investigative derived wastes as discussed in section 3.7.

3.5 Sampling Procedures and Protocols for Soil and Groundwater

3.5.1 Soil Sampling

Soil samples will be screened utilizing a properly calibrated and maintained PID as indicated in Section 3.4. Using that data and other field observations described below, selected soil samples will be placed in appropriate containers for laboratory analysis. All soil samples will be analyzed for the full list of volatile organic compounds (VOCs) by Method 8260+ which necessitates sample collection via methanol preservation. For that method, a quantity of soil will be placed in a clean syringe, weighed and adjusted to 10 grams, and then placed in a laboratory supplied sample vial containing 10 ml of methanol. A second vial of soil or a sealed syringe of soil will be submitted with each methanol preserved sample for dry weight determination. For the purposes of IDW disposal, one soil sample from a location with observable petroleum impact will also be placed in a four ounce jar for TCLP analysis for lead.

As specified in the RFP, the protocol for selecting soil samples for laboratory analysis from individual borings will be based upon the following system (1 the highest priority and 7 the lowest priority):

1. any sample with visible staining or sheen
2. soil sample with PID reading over 1000 ppm
3. soil sample with PID between 500 ppm and 999 ppm
4. soil sample with PID between 100 ppm and 499 ppm

5. soil sample with PID 1 ppm to 99 ppm
6. soil sample just above the water table
7. soil sample at terminus of boring if no water is encountered

Following collection and proper preservation, the sample container will be labeled as to sample location and depth, logged onto appropriate chain of custody forms, and placed on ice. Samples will be maintained on ice or in refrigerated cooling until delivered to the DEQ laboratory via overnight shipment or hand delivery.

All other samples collected during the screening process, but not submitted to the laboratory, will be properly disposed with other IDW as described in Section 3.7 below.

3.5.2 Groundwater Sampling

Groundwater samples will be collected from the GeoProbe or HSA borings utilizing clean disposable bailers or a peristaltic pump with clean disposable tubing. Prior to sample collection, each temporary well will be purged of no less than three (3) casing volumes of groundwater or until the water sample is free of silt. Low flow sampling will not be conducted and groundwater stabilization parameters will not be measured or recorded. Water samples will be collected in three acid preserved 40-ml glass vials.

As specified in the RFP, the protocol for selecting groundwater samples for laboratory analysis will be based on the following priority system (1 the highest priority and 8 the lowest priority):

1. visual sheen, petroleum droplets, etc. are observed in/on the water
2. olfactory evidence (petroleum odors) in water
3. where soil screening revealed visible staining or sheen
4. where soil screening had PID reading over 1000 ppm
5. soil sample with PID between 500 ppm and 999 ppm
6. soil sample with PID between 100 ppm and 499 ppm
7. soil sample with PID 1 ppm to 99 ppm
8. boring location nearest the source area(s) (former or current Underground Storage Tank (UST) basin, pump island, etc.)

Following collection, the sample container will be labeled as to sample location and depth, logged onto appropriate chain of custody forms, and placed on ice. Samples will be maintained on ice or in refrigerated cooling until delivered to the DEQ laboratory via overnight shipment or hand delivery. All water samples will be analyzed for the full list of VOCs by Method 8260+.

All development water and any other water samples collected during the screening process, but not submitted to the laboratory, will be containerized in a 55-gallon drum. The water will be handled as IDW as described in Section 3.7.

3.5.3 Saturated Soil Sampling

One saturated soil sample from each site may be sent to the laboratory for analysis. The selection of the saturated soil sample will be based upon the following priority system (1 the highest priority and 8 the lowest priority):

1. visual sheen, petroleum droplets, etc. are observed in/on the sample
2. olfactory evidence (petroleum odors) in the sample
3. where screening revealed visible staining or sheen
4. where screening had PID reading over 1000 ppm
5. where screening had PID between 500 ppm and 999 ppm
6. where screening had PID between 100 ppm and 499 ppm
7. where screening had PID 1 ppm to 99 ppm
8. boring location nearest the source area(s) (former or current UST basin, pump island, etc.)

The saturated soil sample will be collected according to the methanol preservation method described in Section 3.5.1 and will be labeled, logged, handled, and shipped with other soil samples as described in that section.

3.6 Decontamination Procedures

All re-usable sampling equipment, including hand augers, GeoProbe Macro-Core tubes, split spoons, and hollow stem augers will be decontaminated by steam cleaning or byalconox water and clean water rinse. Decontamination and rinse waters will be collected and containerized in 55-gallon drums.

3.7 Investigative Derived Waste

All drill cuttings and fluids generated during well installation, development and sampling will be containerized in steel drums pending analytical results and approval of disposal locations. Each drum will be marked with a sticker identifying the site name, the type of waste contained, the waste generation date, and the name and phone number of a Compliance, Inc. contact. Where potentially flammable conditions are considered possible (i.e., a drum contains highly impacted soil or free phase petroleum is present on development water), each container will also be labeled with a flammable sticker.

Waste containment and disposal will occur in a manner that will not result in contamination of the immediate area or result in a hazard to individuals who may come in contact with these containers. Pending pickup and off-site disposal, waste soil or water drums will be placed in a location on the site away from vehicle and pedestrian traffic and approved by the site owner. Liquid containing drums will not be placed within 25 feet of a surface drainage feature.

Within 14-days of landfill or disposal facility approval, all investigative derived wastes will be removed from the site. As a part of the drum pickup, the waste storage area will be inspected and returned to its previous condition.

3.8 Monthly Progress Reports

A monthly progress report will be prepared for each MDEQ district Compliance, Inc. is awarded Triage sites. This report will list each site, will summarize activities completed during the previous month, will identify activities anticipated during the upcoming month and will indicate an anticipated date for submittal of the final report described in Section 3.10 below.

Additionally, any unusual conditions identified or problems encountered during the previous month will be discussed.

3.9 Site Restoration

Each boring location will be filled with bentonite chips to within one (1) foot of the ground surface with the remaining 1-foot filled with native soil and those material(s) (asphalt, concrete, gravel, grass, etc.) that were originally at the boring location prior to commencement of on-site work. Bentonite chips will be carefully dropped into the borehole to minimize the risk of chips sticking to the side of the borehole or when dropped through a water column.

Asphalt/concrete will be repaired/replaced to the same thickness as the original area. Repaired pavement will be protected from traffic to allow proper curing of newly placed material. In grassed areas, drill cuttings will be raked and removed, a minimum of four inches of topsoil will be placed in the boring location, grass seed will be placed and the repaired area will be covered with straw mulch. Gravel repair will include the replacement of the gravel surface moved prior to the boring work with proper grading to original or better grade/slope. As necessary, additional gravel of equivalent quality as the original will be placed in the boring location.

3.10 Data Presentation

Following the collection of all site data, Compliance, Inc. will prepare and submit a report summarizing all site data. The report will include a brief narrative of any out of scope activities or occurrences during the investigation activities. The report will include at minimum:

- a. Daily field notes and logs
- b. Site photographs (before on-site work is initiated and after on-site work and site restoration is completed) and video (if applicable), with photographs printed in both full color version and in digital file format (or video in digital file if applicable)
- c. Site maps that depict sample locations
- d. Sample location coordinates
- e. Waste manifests
- f. Boring logs
- g. GPR/EM survey results

Ray Andrasi
Compliance Inc.
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January 15, 2014

If your company is interested in participating in the MiDEAL program, please sign below and return to this letter to the letterhead address, Attention: Melissa Sambiagio

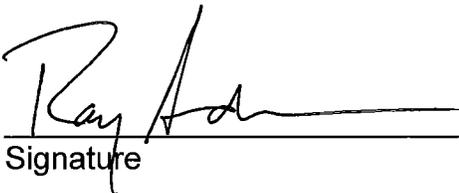
FOR THE STATE OF MICHIGAN



Robert C. Hall, RA, NCARB, Director
Design and Construction Division
Facilities Administration

FOR THE PROFESSIONAL

Compliance Inc. agrees to extend the terms, conditions, and pricing of our 2013 General ISID Environmental Expanded Triage Services contract, No. 00414, to MiDEAL members and will remit the one percent (.01) administrative payment fee along with the quarterly report as outlined.



Signature

1-21-2014

Date

RAY ANDRASI / VICE PRESIDENT

Print Name/Title