

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

In the Matter of:

Moiz Bhabhrawala
Associated with Armen Cleaners
630 South Ashley Street, Ann Arbor, Michigan 48103
EGLE Reference No. AOC-RRD-21-001

Proceeding under Sections 20117 and 20137 of Part 201, Environmental Remediation,
of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

**ADMINISTRATIVE ORDER BY CONSENT
FOR ACCESS**

ADMINISTRATIVE ORDER BY CONSENT FOR ACCESS
TABLE OF CONTENTS

I. JURISDICTION	1
II. DENIAL OF LIABILITY	1
III. PARTIES BOUND	1
IV. STATEMENT OF PURPOSE	2
V. DEFINITIONS	2
VI. FINDINGS OF FACT/DETERMINATIONS	4
VII. IMPLEMENTATION	6
VIII. SAMPLING AND INVENTORY	10
IX. COMMUNICATIONS/NOTICES	10
X. TRANSFER OF PROPERTY	11
XI. MODIFICATIONS	12
XII. ENFORCEMENT OF ORDER	12
XIII. SEPARATE DOCUMENTS	12
XIV. EFFECTIVE DATE	13
XV. TERMINATION	13

ATTACHMENT A - Work Plan Summary

I. JURISDICTION

This Administrative Order by Consent for Access (Order) is entered into voluntarily by and between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), and Moiz Bhabhrawala (the Owner) pursuant to the authority vested in EGLE by Sections 20117 and 20137 of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.*; and Section 5 of Part 31, Water Resources Protection, of the NREPA, MCL 324.3105 *et seq.* This Order concerns the granting of access by the Owner to certain real property at 630 South Ashley Street, Ann Arbor, Washtenaw County, Michigan (the Property). The purpose of granting access is to allow EGLE to perform response activities that will address soil and groundwater contamination that exceed groundwater to surface water interface criteria, residential drinking water protection criteria, and residential volatilization to indoor air criterion. The Property is a location of known environmental contamination associated with Armen Cleaners (the Facility), Facility ID No. 81000005. EGLE is performing response activities because there is not an identifiable liable party for the Facility.

II. DENIAL OF LIABILITY

The execution of this Order by the Owner is neither an admission or denial of liability with respect to any issue dealt with in this Order nor an admission or denial of any factual allegations or legal determinations stated or implied herein.

III. PARTIES BOUND

3.1 This Order shall apply to and be binding upon the Owner and EGLE and their successor entities. No change in ownership or corporate or legal status of the Owner, including, but not limited to, any transfer of assets or of real or personal property shall in any way alter the Owner's responsibilities under this Order. The Owner shall provide EGLE with written notice prior to the transfer of ownership of part or all of the Property and shall preserve the access provided for in the Order as required by

Section X (Transfer of Property) of this Order. The Owner shall comply with the requirements of Section 20116 of the NREPA, MCL 324.20116.

3.2 The signatories to this Order certify that they are authorized to execute this Order and legally bind the parties they represent.

IV. STATEMENT OF PURPOSE

4.1 By entering this Order, it is the mutual intent of the Parties to provide EGLE with full and uninterrupted access to the Property to conduct response activities to protect the public health, safety, or welfare, and the environment and the natural resources including, without limitation, demolishing the existing building, removing contaminated soils, and backfilling the excavated area to grade. The backfill may contain a biosorption activated media mixed into the backfill at a rate of 5% by volume. The activities that will be conducted on or at the Property are more fully described in the Work Plan Summary included as Attachment A to this Order.

4.2 If a change in circumstance occurs, such as a reduction in appropriations or total or partial elimination of funding, that impacts the ability of EGLE to perform the response activities provided for in this Order, EGLE may, at its sole discretion, reduce, temporarily suspend, or terminate the performance of the response activities described in this Order subject to the terms of Paragraph 7.10 of this Order.

4.3 By entering this Order and granting access, the Owner is meeting their obligations, under Section 20107a(1)(d) of the NREPA, to provide reasonable cooperation, assistance, and access.

V. DEFINITIONS

5.1 "Access Period" means September 1, 2021 at 8:00 AM through January 1, 2022 at 11:59 PM.

5.2 “EGLE” means the Michigan Department of Environment, Great Lakes, and Energy, its successor entities, and those authorized persons or entities acting on its behalf.

5.3 “Owner” means Moiz Bhabhrawala and his successors.

5.4 “Part 201” means Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), MCL 324.20101 *et seq.*, and the Part 201 Rules.

5.5 “Part 201 Rules” means the administrative rules promulgated under Part 201.

5.6 “Parties” means the Owner and EGLE.

5.7 “Property” means the property located at 630 South Ashley Street, Ann Arbor, Michigan, 48103, and described as:

Lot 12 and the South 10 feet of Lot 11, Hinman’s Subdivision, City of Ann Arbor, Washtenaw County, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 42, Washtenaw County Records.

5.8 “RRD” means the Remediation and Redevelopment Division of EGLE and its successor entities.

5.9 “Site Restoration Work” means placement of topsoil and seeding with grass as required by the City of Ann Arbor. It also includes the replacement or re-installation of any perimeter fencing and fixing damaged sidewalks as specified in the Attachment A Contract Drawings.

5.10 The terms “State” and “State of Michigan” mean the State of Michigan, and any authorized representatives acting on its behalf.

5.11 “Work Plan Summary” means the response activities described in Paragraph 6.2 of this Order and Attachment A.

5.12 Unless otherwise stated herein, all other terms used in this Order, which are defined in Part 3, Definitions, of the NREPA, MCL 324.301; Part 201; or the Part 201 Rules, shall have the same meaning in this Order as in Parts 3 and 201 of the NREPA, and the Part 201 Rules. Where a conflict exists, the definition provided pursuant to Part 201 of the NREPA shall prevail.

5.13 For the purposes of this Order, the term “day” shall mean a calendar day.

VI. FINDINGS OF FACT AND DETERMINATIONS

EGLE makes the following Findings of Fact and Determinations:

6.1 There has been a release of tetrachloroethylene (PCE), a hazardous substance, into the soil and groundwater of the Property. Improper waste handling at the Property was documented as early as 1985, which lead to the discovery that the soil and groundwater at and near the Property were contaminated with PCE. An initial soil excavation and groundwater investigation were conducted in the 1980s. In 1990, screening conducted by the United States Environmental Protection Agency identified remnant PCE. In 2000, EGLE conducted a soil and groundwater investigation. This investigation confirmed that the release at the Property has created two expanding plumes of contaminated groundwater. These plumes have migrated to a municipal stormwater sewer line, and the vapor from the plumes has entered nearby residences. Planned response activities will improve groundwater quality and decrease the concentrations of contaminated water entering into the sanitary and stormwater sewers. The City of Ann Arbor has received state revolving loan funds for its sanitary sewer system. The planned response activities are appropriate for the funding mechanism outlined in Paragraph 6.4.

6.2 EGLE intends to undertake response activities at the Property, including without limitation, demolishing the existing building, removing contaminated soils, and backfilling the excavated area to grade. The backfill may contain a biosorption activated media mixed into the backfill at a rate of 5% by volume. The activities that will be conducted on or at the Property are more fully described in the Work Plan Summary included as Attachment A of this Order.

6.3 The above-described activities are necessary to abate the environmental contamination, which may pose a hazard to the public health, safety, and welfare, and the environment.

6.4 Pursuant to NREPA Part 52, which creates the Strategic Water Quality Initiative Fund, MCL 324.5204, and Part 201, the Legislature of the State of Michigan has authorized expenditure of public funds for conducting response activities.

6.5 Section 20117 of the NREPA provides, in part:

- (3) If there is a reasonable basis to believe that there may be a release or threat of release, the directors or their authorized representatives shall have the right to enter at all reasonable times any public or private property for any of the following purposes:
 - (a) Identifying a facility.
 - (b) Investigating the existence, origin, nature, or extent of a release or threatened release.
 - (c) Inspecting, testing, taking photographs or videotapes, or sampling of any of the following: soils, air, surface water, groundwater, suspected hazardous substances, or any containers or labels of suspected hazardous substances.
 - (d) Determining the need for or selecting any response activity.
 - (e) Taking or monitoring implementation of any response activity.

6.6 Section 3105 of the NREPA provides, in part:

EGLE may enter at all reasonable times in or upon any private or public property for the purpose of inspecting and investigating conditions relating to the pollution of any waters of this state.

6.7 EGLE's activities on the site for a portion of the Access Period will involve use of heavy equipment to conduct demolition and excavation work, which may pose noise and safety concerns for the Owner. The Owner will be required to vacate the Property during the Access Period while EGLE performs response activities and Site Restoration Work.

BASED ON THE FOREGOING FACTS AND DETERMINATIONS, EGLE AND THE OWNER HEREBY AGREE THAT:

VII. IMPLEMENTATION

7.1 The Owner shall provide EGLE, its contractors, or other persons performing EGLE-approved response activities, access to the Property during the Access Period for the purpose of performing the Work Plan Summary activities. This authorization permits photography, videography, and data collection from the ground level and/or above ground level using by a small unmanned aerial vehicle. Funding for the response activities will be provided through the Strategic Water Quality Initiative Fund. EGLE shall be responsible for securing the funding and shall not commence the response activities until funding for the work has been fully encumbered. If EGLE cannot secure the funding in this fiscal year (begins October 1 and ends on September 30), then this Order shall become null and void.

7.2 The Owner acknowledges that EGLE's activities will interfere with the Owner's use of the Property. The Owner agrees to vacate the Property during the Access Period. Within two days after the execution of this Order, the Owner agrees to initiate proceedings, and use all reasonable efforts, to evict or otherwise remove the tenant occupying the Property. The Owner has informed EGLE that this process will likely take ninety (90) days to complete. In the event that the Owner is unsuccessful at evicting or otherwise removing the tenant prior to the commencement of the Access Period, EGLE agrees that it will make reasonable modifications to the dates of the Access Period to accommodate the Owner's efforts to evict or otherwise remove the tenant. If the Owner is unable to evict or otherwise remove the tenant by February 1,

2022, EGLE has the sole discretion to terminate this Order. As set forth in Section XI (Modifications) of this Order, any change in the Access Period dates or termination of this Order will be by written notification from the EGLE Contact Person to the Owner.

7.3 The Owner agrees to make reasonable efforts to remove all personal property, including all equipment and fixtures, from the Property prior to the beginning of the Access Period. Reasonable efforts may include encouraging the tenant to remove their personal property upon vacating the Property. To the extent needed to conduct the planned response activities, the Owner agrees that EGLE can remove and properly dispose of any personal property remaining on the Property after the tenant vacates. The Owner will incur no additional cost or expense related to EGLE removing and disposing of personal property from the Property.

7.4 EGLE will perform the Site Restoration Work after the Access Period as weather permits. The Owner shall provide EGLE reasonable access to the Property for the purpose of performing the Site Restoration Work. EGLE will not replace any of the structures or other improvements that are to be demolished under the authority of this Order. The Owner agrees not to assert any claim against EGLE, its contractors, subcontractors, legal representatives, assigns, and insurers for any loss or damage arising from or related to the demolitions or the limited site restoration actions taken by EGLE as described in the Work Plan Summary. EGLE requires its contractors to maintain general and professional liability insurance. EGLE shall provide the Owner with a certificate of general liability insurance with respect to the contractor indicating coverage of at least \$1,000,000 and naming Owner as an additional insured party.

7.5 The Owner acknowledges and agrees that, pursuant to Section 20138(4) of the NREPA, MCL 324.20138(4), the State of Michigan has the authority to place a lien on the Property for the Property's increase in market value resulting from the state-funded response activities at the Property. In lieu of this lien and in satisfaction of any lien EGLE has a statutory right to place on the Property related to the response activities described in the Work Plan Summary, the Parties agree that, the Owner shall notify EGLE immediately upon the sale of the Property and make a one-time lump sum

payment to EGLE in the amount of \$55,000. This one-time lump sum payment must be paid no later than fifteen (15) days after the date of the next sale of the Property. If the Owner fails to make the one-time lump sum payment, EGLE reserves its statutory right to place a lien on the Property for the full amount authorized by statute. All payments made by the Owner to EGLE pursuant to this Order shall be made by check, made payable to the "State of Michigan – Environmental Response Fund," and shall be sent by first class mail or courier to:

Via first class mail:
Accounting Services Division
Cashier's Office for EGLE
PO Box 30657
Lansing, Michigan 48909-8157

Via courier:
Accounting Services Division
Cashier's Office for EGLE
425 West Ottawa Street
Lansing, Michigan 48933-2125

Funds recovered for past and future costs pursuant to this Order shall be deposited in the Environmental Response Fund in accordance with the provisions of MCL 324.20108(3).

To ensure proper credit, all payments made pursuant to this Order shall include "Armen Cleaners", EGLE Reference No. "AOC-RRD-21-001", and the RRD Account Number "RRD50131".

7.6 If the response activities outlined in Attachment A, with the exception of the Site Restoration Work, are not completed within the four-month Access Period, an amount equal to \$4,690 per month shall be deducted from the one-time lump sum payment described in Paragraph 7.5. If the work has not been completed after the full \$55,000 one-time lump sum has been exhausted, EGLE shall pay the owner \$4,690 per month to cover expenses, losses, or inconvenience until the response activities are completed. Payments that exceed the amount of the one-time lump sum payment are due to the Owner within 14 days following the end of the month. Any payments payable for a portion of a month shall be prorated based upon a thirty (30) day calendar month. The Owner agrees to sign the applicable Internal Revenue Service form(s) as requested by EGLE or EGLE's contractor. No additional payments will be made by EGLE to the Owner for any expenses other than the specific payments set forth in this Paragraph 7.6. Payments made to the Owner under this Paragraph 7.6 are subject to

the limitations in Paragraph 4.2 and 7.10 and will stop in the event that funding becomes insufficient or unavailable.

7.7 The payments described in Paragraph 7.6, if any, will be made by Electronic Fund Transfer to the Owner; for this to occur, the Owner will be required to register in the State of Michigan Vendor Self Service (VSS) system. The registration website is located at: <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>. Assistance with the VSS system is available through the Vendor Support Call Center, which can be accessed by calling (888) 734-9749 or emailing SIGMA-Vendor@Michigan.gov.

7.8 The Owner acknowledges that EGLE's activities will interfere with the Owner's use of the Property and that Owners may not enter the Property during the Access Period except as authorized by EGLE's Contact Person. EGLE will coordinate its activities with the Owner and will use reasonable efforts to minimize any such interference. For the purposes of this Paragraph, "reasonable efforts" does not mean taking actions that will result in material cost increases in the response activities being conducted by EGLE. Entry to the Property by the Owner or a hired representative of the Owner may be coordinated upon request with at least 2-business days' notice. The request for entry should be sent by email EGLE's contact listed in Paragraph 9.1.

7.9 The Owner shall not remove, damage, or interfere with monitoring wells or other equipment and supplies brought to the premises authorized by this Order.

7.10 Upon completion of the Work Plan Summary response activities described in this Order, EGLE will remove all equipment installed for the response activities and backfill the excavated area to grade. As part of the excavation, all monitoring wells will be removed from the Property. If, as set forth in Paragraph 4.2 of this Order, funds to complete the Work Plan Summary response activities described in Paragraph 6.2 of this Order become insufficient or unavailable, EGLE will provide the Owner with a revised schedule for removal of all equipment installed for the response activities and restoration of the Property to pre-development conditions, with clean fill to grade and

compacted with topsoil and planted grass. Restoring the Property to pre-development conditions does not include replacement or restoration of any structures or other improvements.

7.11 This Order does not constitute a warranty of any kind by EGLE that the response activities performed will achieve remedial criteria established by law; assure protection of public health, safety or welfare, or the environment; or result in closure or cleanup of the Site.

VIII. SAMPLING AND INVENTORY

8.1 All sampling and analysis conducted to implement this Order shall follow the methodologies prescribed by the Part 201 Rules and guidance provided by EGLE on sampling locations, parameters, detection limits, and analytical methods.

8.2 Any authorized EGLE representatives will present their credentials upon entry of the Property.

8.3 This Order constitutes notice to the Owner that sampling activity will be undertaken pursuant to this Order. EGLE shall prepare and maintain a written inventory of any samples taken.

8.4 EGLE will provide a copy of the inventory of samples to the Owner upon request and will offer a copy of the inventory at the Termination of this Order. Copies of all chemical analysis reports, all technical memoranda, and reports of work and findings will be shared with the Owner.

IX. COMMUNICATIONS/NOTICES

9.1 Each party shall designate a Contact Person. If any Party changes its designated Contact Person, the name, address, and telephone number of the successor shall be provided to the other Party, in writing, as soon as practicable.

A. As to EGLE:

Dan Wilde, Environmental Quality Analyst
Jackson District Office
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
301 East Louis Glick Hwy
Jackson, Michigan, 49201
Telephone: 517-285-6999
Email: WildeD1@Michigan.gov

B. As to Owner:

Moiz Bhabhrawala
2637 Pin Oak Drive
Ann Arbor, Michigan 48103

and

Irfan Bhabhrawala
407 Berkley Avenue
Ann Arbor, Michigan 48103
Telephone: 734-646-0991
Email: irfanb.100@gmail.com

9.2 EGLE's Contact Person shall have the primary responsibility for overseeing the implementation of the response activities and other requirements specified in this Order. EGLE may designate other authorized representatives, employees, contractors, and consultants to observe and monitor the progress of any activity undertaken pursuant to this Order.

X. TRANSFER OF PROPERTY

While this Order is in effect, any lease, deed, contract, or other agreement entered into by the Owner, which transfers to another person a right of control over the Property or a portion of the Property, shall contain a provision expressly preserving EGLE's full rights under this Order and obligating the transferee to comply with this Order.

XI. MODIFICATIONS

Modification of any provision of this Order, except as set forth in this Section, shall be made by written agreement between Owner and EGLE's Remediation and Redevelopment Division Chief. A modification to the beginning and end dates of the Access Period may be made by a written notification from the EGLE Contact Person to the Owner.

XII. ENFORCEMENT OF ORDER

12.1 This Order may be enforced by filing an action in a court of competent jurisdiction.

12.2 The Parties agree that service of any pleadings in an action to enforce this Order may be effectuated by mailing via United States mail to the persons and addresses provided in Section IX (Communications/Notices) of this Order.

XIII. SEPARATE DOCUMENTS

This Order may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Order may be executed in duplicate original form.

This Order and its attachments constitute the entire understanding between the parties with respect to the subject matter of this Order and supersedes any prior discussions, negotiations, agreements, and understandings,

XIV. EFFECTIVE DATE

This Order is effective upon the signature of EGLE Director's designee. All dates for the performance of obligations under this Order shall be calculated from the effective date.

XV. TERMINATION

This Order shall remain in full force and effect until expressly terminated by a written Notice of Termination issued by RRD's Division Director or his or her designee. RRD's Division Director shall issue a written Notice of Termination when the response activities provided for in this Order are completed or if conditions described in Paragraph 4.2 are documented in such Notice of Termination.

IT IS SO AGREED BY:

Mike Neller, Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes and Energy

Date

APPROVED AS TO FORM:

Margaret A. Bettenhausen

05/26/2021

Margaret A. Bettenhausen (P75046)
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General

Date

IT IS SO AGREED BY:

Moiz Bhabhrawala

Date

IT IS SO AGREED BY:



Joshua Mosher acting
for Mike Neller

5/27/2021

Mike Neller, Director
Remediation and Redevelopment Division
Michigan Department of Environment, Great Lakes and Energy

Date

APPROVED AS TO FORM:

Margaret A. Bettenhausen (P75046)
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General

Date

IT IS SO AGREED BY:



Moiz Bhabhrawala

5.26.2021
Date

Attachment A

Work Plan Summary and Contract Drawings for Armen Cleaners Remediation
Location: 630 S Ashley Street, Ann Arbor, Michigan

Contacts

Project Director: Sara Nedrich, PhD
Environmental Quality Analyst
Environment Great Lakes and Energy (EGLE)
Phone: 517-281-1510
Email: NedrichS@Michigan.gov

Project Manager: Nick Rogers
Senior Geologist
Wood, Plc
Phone: 734-323-4819
Email: Nickolas.Rogers@woodplc.com

Overview

The work conducted by EGLE and/or EGLE authorized contractors consists of demolition, transportation, and disposal of the existing dry cleaner building. Building debris that can be recycled shall be recycled to the extent practical. The work also consists of excavation, transportation, and recycling and/or disposal of concrete and asphalt. The work also consists of excavation, transportation, and disposal of chlorinated volatile organic compound impacted soil; the primary constituents of concern are perchloroethylene and trichloroethylene. The work also consists of the proper removal and disposal of a 1,000-gallon heating oil underground storage tank (UST). Engineered support-of-excavation system shall be utilized at the excavation perimeter. All excavated soil will be transported and disposed off-site at an approved facility as either Resource Conservation Recovery Act characteristically hazardous listed waste or a non-hazardous waste, as appropriate. Upon completion of the soil excavations, the work will include backfilling and compacting the excavations with borrow material from onsite and from pre-approved borrow sources. The approved backfill material will be mixed with biosorption activated media (BAM) at approximately 5% by volume. The backfill mixed with BAM will be used in the saturated zone (10-17 feet below grade). The remainder of the backfill will not have BAM mixed in. The backfill will be compacted and graded. A survey will be conducted to document final restoration grades. Site restoration will include placement of topsoil and seeding with grass as is required by the City of Ann Arbor. Site restoration will also include re-installation of any perimeter fencing and fixing any damaged sidewalks as specified in the Contract Drawings (included at the end of Attachment A).

Line-Item Overviews

Utilities: This work includes proper disconnection and abandonment of utilities servicing the existing dry cleaner building. Protection of existing utilities not servicing the drycleaner building within the limits of work, as that term is defined in the Contract Drawings, during the work is also included. As necessary to complete the work, it will also include the temporary removal and/or replacement of any utility within the limits of work.

Dewatering: The excavation is targeting removal of impacted soil above and below the local static groundwater level, therefore, dewatering is expected as part of the work. Dewatering water shall be collected, transported, and disposed of in accordance with local, state, and federal regulations. Water will be sampled to determine its waste characteristics (hazardous or non-hazardous) and obtain all necessary approvals from a disposal facility prior to disposal. As part of the work, all equipment, materials, labor, and service required to properly manage all excavation dewatering water generated will be provided. This includes minimizing dewatering water generation required to complete the work, containerizing, and properly disposing of dewatering water from the excavation area, and providing necessary pumps and equipment required to remove any water within the limits of the excavation. All dewatering system equipment shall be secondarily contained with additional capacity for potential stormwater infiltration.

Property Protection or Removal and Replacement: Properties adjacent to the site will require protection during the work, including existing buildings/homes, house foundations, trees, fences, utilities, and other site features. As depicted in the Contract Drawings, some of the properties will require the removal and replacement of certain items to complete the excavation work, including fences, trees, and driveway pavement. Existing fencing between properties of Armen Cleaners Site at 630 S Ashley Street, 220 W Mosley Street, 631 1st St, and 628 Ashley Street shall be demolished to the extent necessary for completing excavation activities. A 6-foot-high temporary chain link steel fence with privacy mesh will be furnished and installed along the limits of work as shown on the Contract Drawings. After completing remedial actions at the Site, fencing between the properties of Armen Cleaners Site at 630 S Ashley Street, 220 W Mosley Street, 631 1st St, and 628 Ashley Street shall be restored with equivalent material that was in place prior to demolition, excavation, and backfilling. The Contract Drawings depict the approximate extents and locations of known site features within the limits of work; however, many existing conditions may not be shown or may be inaccurately illustrated on the Contract Drawings. As a result, field visual verification and location is required prior to commencing excavation activities. A pre-construction survey will be conducted to document the existing conditions within the limits of work and at the adjacent residential properties prior to commencing the work. The survey will document pre-construction conditions that must be maintained at, or returned to, pre-construction conditions as part of the work.

Excavation, Transportation, and Disposal: The work includes excavation, transport, and disposal of all impacted soil generated during the work. Non-impacted soil shall be staged onsite for reuse as backfill material. Impacted soil will be classified as non-hazardous waste or RCRA listed hazardous waste. Soil shall be segregated into the appropriate categories in accordance with the Contract Drawings and disposed of at appropriate approved landfills in accordance with federal, state, and local regulations. Collection of sidewall and floor samples will be taken from excavation to document the effectiveness of the soil removal. Preliminary sample locations are shown on the Contract Drawings.

Volatile Organic Compound (VOC) and Dust Monitoring and Controls: The work includes monitoring and control of VOC and dust concentrations within the limits of work. Concentrations shall not exceed limits set by the Occupational Health and Safety Administration and the on-site Health and Safety Plan. Management of dust and VOC emissions in accordance with federal, state, and local regulations will be conducted. Dust and VOC monitoring at the site boundaries will be conducted and VOC mitigating surfactant (BioSolve Pinkwater or approved equal) to mitigate VOC emissions as needed. Water will be used to mitigate dust exceedances as required by law.

Temporary Support of Excavation: The work includes design, engineering review and approval, and installation of a temporary excavation support system. The area will be monitored for the protection of existing site features from vibrations, movements, deflections, or any other work-related activities that may damage the existing features onsite or offsite, including subsidence after backfilling activities are complete. This work includes repairing and/or replacing any damages that occur to existing features as a result of the work. All shoring will be removed upon completion of the work.

Backfill and Compaction: Upon completion of soil excavation activities, the site shall be restored to pre-construction conditions, including backfilling, and compacting the excavation with imported clean fill and onsite clean borrow material. The existing building to be demolished is not to be replaced. The approved backfill material for the local groundwater saturation zone—approximately 10-17 feet below existing grade on average—shall be mixed with BAM at approximately 5% by volume. The remaining vadose zone soil backfill material shall not have BAM mixed in. Backfill will be placed in no more than 12-inch lifts, compacted to 95%, and field-verified for compaction with a nuclear gauge.

Pre-Construction Condition Survey: The site, the exterior of adjacent buildings and structures, and excavation areas will be surveyed prior to commencing work. Measure the northing/easting/elevation survey points to document survey conditions of existing site and offsite features, including existing houses and associated residential property that will remain intact during the work. Complete the survey prior to support of excavation system installation and provide video and/or photographic documentation of existing conditions. Site survey benchmark references points shall be established and surveyed to be referenced in subsequent survey events. Install benchmarks as

necessary to complete subsequent survey tasks. See Contract Drawings for minimum survey measurement locations on existing site features.

Baseline, Routine, and Final Surveys: Survey the temporary structural monitoring and control points, including existing houses, driveways, sidewalks, and roads, for temporary support of excavation system and building movement monitoring and at measurement locations depicted in the Contract Drawings. Routine surveying will be conducted with a minimum complete surveying every day before applicable work starts and at the end of each workday until substantial completion of the work. A final survey shall be taken of the extents of excavation, final elevation of the support of excavation system, final grade, and resurvey of the adjacent buildings, driveways, sidewalks, and roads. Final survey will be compared to the baseline survey and movement of any adjacent structures will be corrected.

Site Restoration: Site restoration work includes, without limitation, repairing or replacing sidewalks (if damaged or removed), smoothing ruts, repairing any damage to existing gravel or paved roads, replacement of fencing (if damaged or removed), final site grading, topsoil and seeding, removing soil erosion and sediment controls, and repairing any damages to surrounding properties. Site restoration will not commence without appropriate regulatory approval, if applicable. Finally, a topographic and photographic survey will be conducted to document final restoration conditions, including site grades and the protection of site features.

Demobilization and Project Closeout: This work includes removal of all temporary utilities, facilities, equipment, and any other items brought to the site during the work. Final work documents provided will include weigh slips for materials brought on-site, dump slips for all waste material hauled off site, and weigh slips of material hauled offsite for recycling.

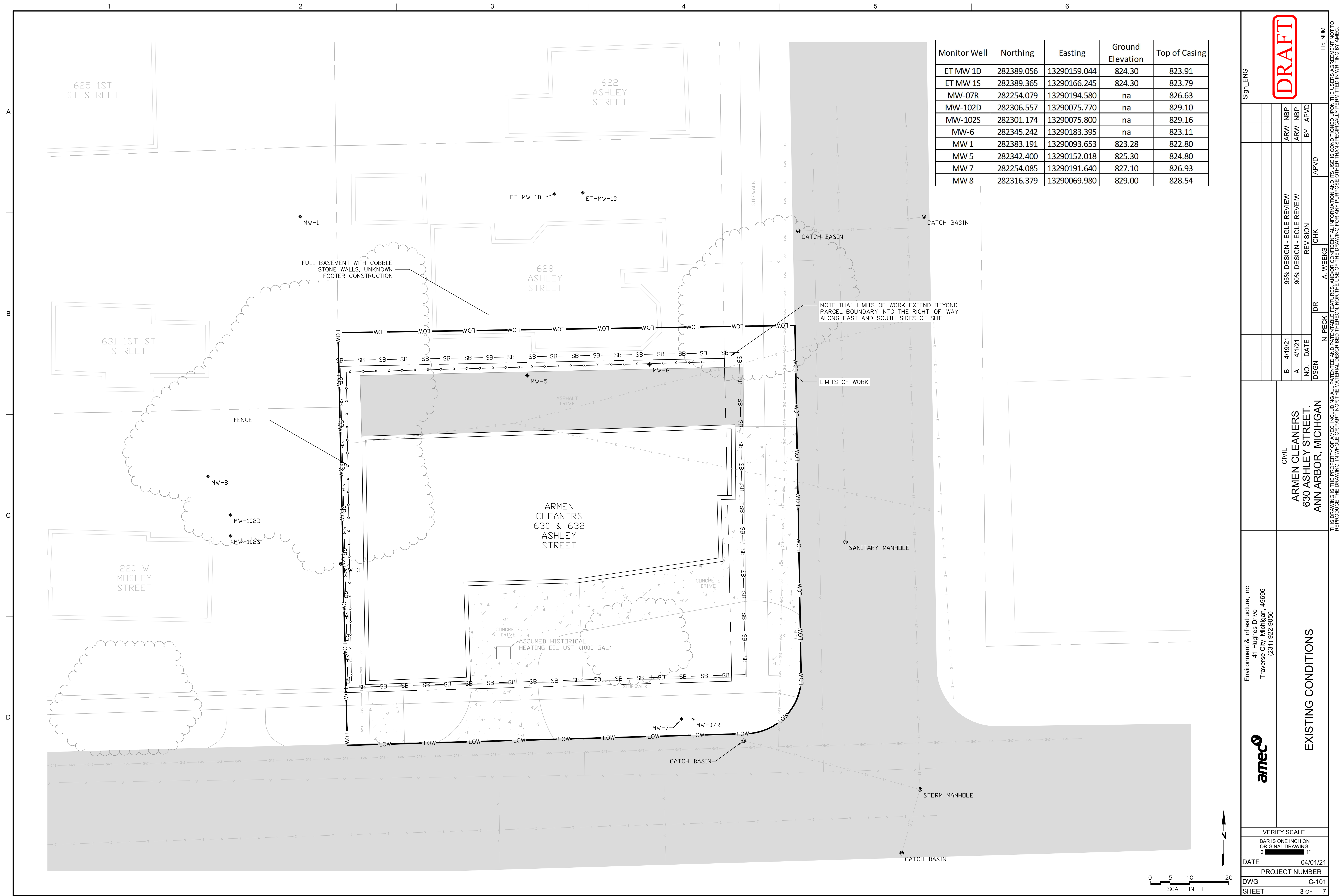
Submittals: The following pre-construction and post-construction written submittals will include, without limitation:

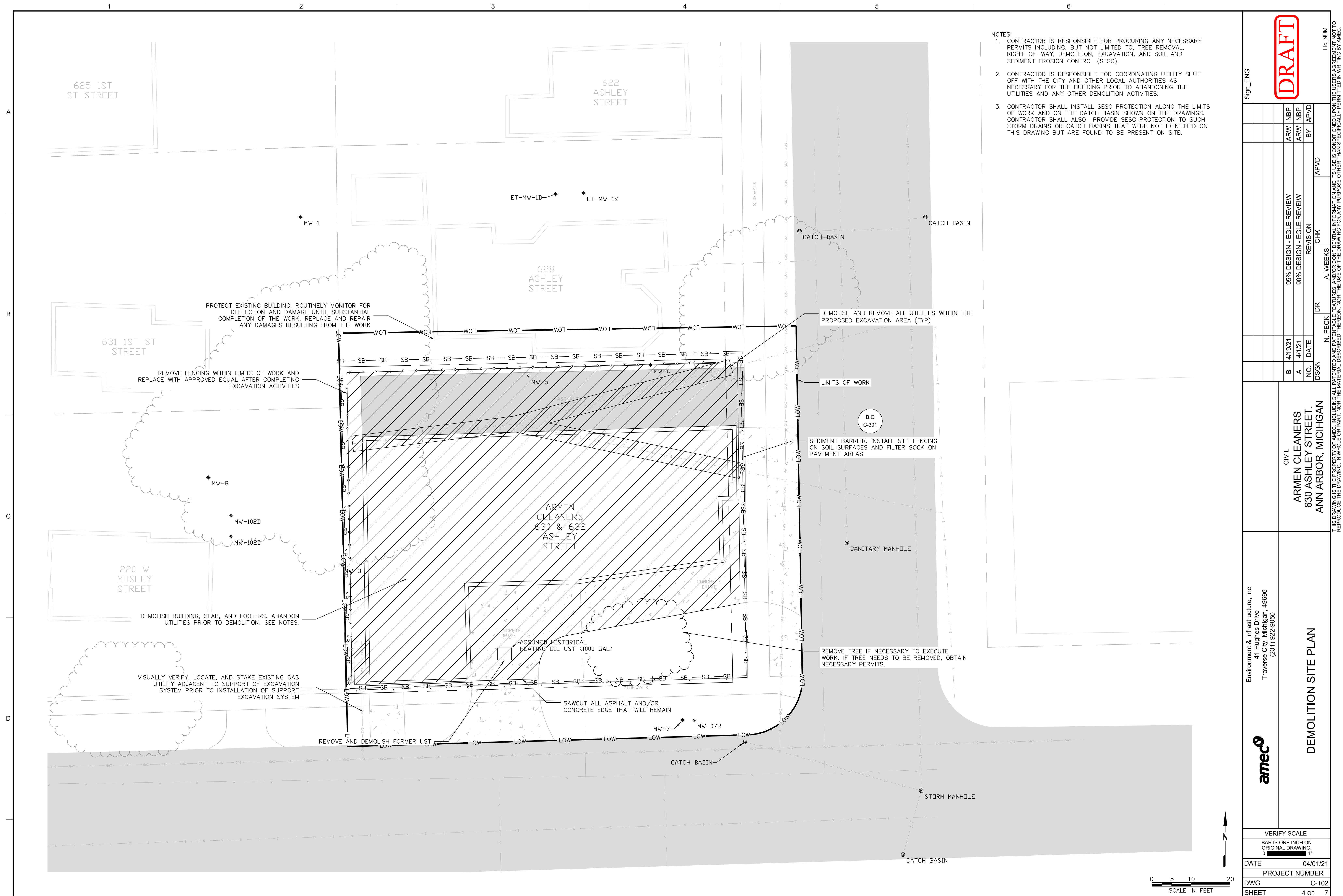
1. Health and Safety Plan
2. Summary of Existing Conditions
3. Temporary Support of Excavation – Geotechnical Investigation Work Plan
4. Temporary Support of Excavation – Design
5. Temporary Support of Excavation – Installation Vibration Monitoring Plan
6. Work Plan
9. Spill Control and Contingency Plan
10. Progress Schedule
12. Dust and Vapor Control Plan
13. Soil Erosion and Sedimentation Control Implementation Plan
15. Daily construction reports
16. Waste manifests
17. Waste disposal tickets
18. Fill material load tickets
19. Data sheets and/or vendor certifications for materials used on-site
20. All necessary permits

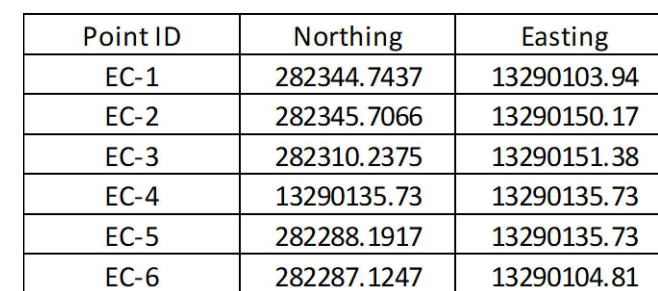
21. Test results and data
22. Final Project Report

Sequence of Construction: The following sequence of construction is provided to identify the major elements of the work that will be included in a construction schedule:

1. Mobilization
2. Soil erosion and sedimentation control
3. Site preparation and temporary facilities
4. Pre-construction surveying and control
5. Temporary excavation support system design
6. Develop and submit Vibration Monitoring Plan
7. Re-routing of utilities
8. Traffic Control Measures
9. Waste characterization and disposal approval from disposal facility
10. Temporary excavation support system installation
11. Removal of UST
12. Excavation, transportation and disposal of excavation soils, construction debris
13. Excavation dewatering, treatment, and disposal
14. Backfill and compaction
15. Replace sidewalks and other ROW structures
16. Site restoration and surveying
17. Demobilization and project closeout







THIS DRAWING IS THE PROPERTY OF AMEC, INCLUDING ALL PATENTED AND PATENTABLE FEATURES, AND/OR CONFIDENTIAL INFORMATION AND ITS USE IS CONDITIONED UPON THE USER'S AGREEMENT NOT TO REPRODUCE THE DRAWING, IN WHOLE OR PART, NOR THE MATERIAL DESCRIBED THEREON, NOR THE USE OF THE DRAWING FOR ANY PURPOSE OTHER THAN SPECIFICALLY PERMITTED IN WRITING BY AMEC.

