

Appendix B**1. Entity Subject to the Enforcement Action:**

Marathon Petroleum Company, Michigan Refining Division
1001 S. Oakwood, Detroit, MI 48217, Wayne County

2. Regulatory Information

MPC is negotiating a settlement agreement with Michigan EGLE for several alleged violations of Michigan's environmental statutes and rules occurring between 2017 and 2020. Specifically, EGLE alleges that the Company violated Mich. Admin Code R 336.1901 (Rule 901), R 336.1910 (Rule 910), and the conditions of Renewable Operating Permit No. MI-ROP-A9831-2012c. MPC proposes completing this SEP to offset a portion of the cash civil penalty and provide direct benefits to our surrounding community. MPC developed this SEP proposal in accordance with EGLE's policies and guidance related to SEPs.

3. Project Name

Real-Time Environmental Data

4. Project Manager

Jeremy Beasley, Environmental Supervisor
1001 S Oakwood, Detroit, MI 48217
313-297-6346

5. EGLE Contact Person

Erin Moran, Enforcement Unit
Air Quality Division
Michigan Department of Environment, Great Lakes, and Energy
517-275-0883

6. Geographical Area to Benefit from the Project

Direct benefit to refinery surrounding communities, including Melvindale, Dearborn, River Rouge and Metro Detroit.

7. SEP Categories

This project will fall into the Emergency Planning and Preparedness SEP Category. Montrose's public webpage will be a clear communication system between the plant and the community. It will be a tool that the community can utilize to view information that can help them be more informed about real-time emissions that could impact them.

8. Project Description

Montrose is a third-party consultant that manages MPC’s Photochemical Assessment Monitoring Stations (PAMS). Montrose’s public webpage will be a software platform that can provide real-time environmental data from the Detroit Refinery that can be accessed by the community using the Detroit Refinery community website (www.detroitrefinery.com). A dashboard will be provided that has real-time and historic air quality data compared to national air quality limits. Data would be provided by the existing four PAMS that monitor carbon monoxide (CO), particulate matter equal to or less than 10 microns (PM10), sulfur dioxide (SO2) and total reduced sulfur (TRS) at the facility boundaries. Results for volatile organic compounds (VOCs), though not available in real-time due to samples being collected every 6-days, will also be reported on the community webpage. Through this SEP, MPC commits to maintaining this platform for a minimum of three years.

9. Expected Environmental Benefits

Use of the Montrose public webpage is innovative and will benefit the public by providing real-time data at the refinery perimeter to address concerns related to a refinery emergency event or day-to-day operations. The tool would indicate wind direction and concentration levels that would lead to increased action by vulnerable individuals that are sensitive to odors or air contaminants. It will be an enhancement to emergency preparedness procedures that are utilized in the surrounding communities, such as the existing ozone information provided by EGLE’s Air Now website. This tool could also be utilized by EGLE and MPC to support investigation efforts.

10. Project Budget

	Cost per year	Total
Development of the System		\$10,960
Annual Fee (3 years)	\$9,600	\$28,800
Total Project Cost:		\$39,760

- a. For tax purposes, the company is a “C” Corporation.
- b. Capital Cost of the project: \$39,760
- c. Useful life of capital equipment in years: Online system
- d. One-time, non-depreciable costs and whether they are tax deductible: \$27,500; not deductible.
- e. Annual operational cost of the project: \$9,600

11. Project Schedule

The site will be fully operational and available to the community within 30 days of the effective date of the Consent Order.

12. Accounting

Purchase and installation will be tracked through receipts.

13. Reporting

MPC will submit an annual report to EGLE stating the progress and the amount spent. The first report will be submitted 90 days from the effective date of the administrative consent order of which this SEP is a part. Each report will at a minimum contain the following information:

- Total financial spend on project to date
- Any changes that might impact spend, deadlines, or project scope.
- Any information that is relevant to the ongoing performance of this system.

Once the project is complete, MPC will submit a report to EGLE. The report will be submitted within 90 days of website launch and will at a minimum contain the following information:

- An overview of the online system.
- Total financial spend on the project.
- Plans for introducing the website to members of the community.
- Any changes that might impact spend, deadlines, or project scope.
- To the extent possible, documentation supporting the quantification of benefits associated with the SEP and explanation of how such benefits were measured or estimated.

14. Prior Commitments and/or Regulatory Requirements - NA

Appendix B.1 – Montrose Quote



October 3, 2020

Proposal No. 140922-138250

Mr. Kevin Lepak
Advanced Environmental Professional
Marathon Petroleum Company LP
Michigan Refining Division
1001 S. Oakwood Street
Office: 313-297-6075
Email: krlepak@marathonpetroleum.com

Subject: Development and Maintenance of a Public Access Website for the Marathon Detroit Refinery Perimeter Air Monitoring Stations (PAMS)

Dear Mr. Lepak,

In response to your request, Montrose Air Quality Services LLC (Montrose) is pleased to submit our proposal for development and implementation of a new public access website that presents the monitoring data for the Perimeter Air Monitoring Stations (PAMS). The establishment of a new, publicly-accessible website that presents current and historical PAMS monitoring data is anticipated to be a component of a Consent Agreement pending for the Marathon Michigan Refining Division (Marathon) and the State of Michigan Department of Environment, Great Lakes and Energy (EGLE).

1. BACKGROUND

Beginning in 2008, Montrose (then operating as "Enviroplan") worked closely with Marathon to design the PAMS monitoring program and develop a state-approved Air Monitoring Plan for the PAMS project. We subsequently assisted with monitoring site selection, assisted in developing the monitoring station specifications, developed a state-approved Quality Assurance Project Plan (QAPP) for the PAMS, furnished, installed and, in December 2011, formally commissioned the monitoring stations. Since then, Montrose has operated and maintained the PAMS monitoring project for Marathon and consistently produced high quality ambient air measurement data that typically exceeds all data quality objectives defined for the project in the QAPP.

Additionally, in 2011, at Marathon's request, Montrose established and continues to maintain a secure data website with data updated every hour for Marathon's internal use. The existing PAMS data website is hosted by DR DAS, our subcontractor who also furnished the Envidas and Envista data acquisition and data management systems used in the PAMS. It should be noted that DR DAS data acquisition and management systems are used by the MI EGLE, numerous other U.S. state agencies, as well as a number of foreign countries and municipalities for state-agency air monitoring networks. DR DAS designs and hosts websites that acquire, update and present the air quality and meteorological data produced by these networks to provide public access to real-time air quality conditions and associated monitoring data.



Although the existing PAMS data website has served Marathon's needs to date, it was not designed or intended for use by the general public. The pending requirement to establish and maintaining a PAMS website for public access requires a complete re-design and upgrade of the existing PAM website so that it is faster, more appealing, and presents near real-time and historical data, as well as resource information, in a manner appropriate to both non-technical users and more knowledgeable individuals. It is anticipated that Marathon would benefit by having a new PAMS website partitioned with sections accessible only to authorized Marathon and Montrose personnel. The secured website sections will permit authorized users to produce and download customizable data reports.

2. FEATURES AND REQUIREMENTS FOR THE NEW PAMS PUBLIC WEBSITE

The requirements and features desired for the new PAMS website were discussed at length in a September 15, 2020 conference call that included Marathon, Montrose and DR DAS, Ltd. (DR DAS is a Montrose subcontractor for the PAMS who supplied the Envidas and Envista data acquisition systems for the PAMS monitoring project and who also hosts the current secure PAMS data website). Marathon subsequently provided the following summary of content and features desired for the new website:

1. Education: The website shall describe the contaminants monitored in the PAMS and include examples of area sources with a link to additional information.
2. A map that depicts the general area of the Marathon Detroit refinery location and icons representing the locations of each PAMS monitoring station.
3. A drop-down menu for each monitoring station icon on the map. The drop-down menu will auto-populate with the current contaminant measurement data and educational information.
4. Contaminant values should include the EPA Air Quality Index (AQI) color-coded range for the values related to potential health and exposure (e.g., green = "Good"; orange = Unhealthy for Sensitive Groups, etc.). The contaminant concentration should also be shown in measurement engineering units (e.g., ppb, $\mu\text{g}/\text{m}^3$, etc.). Depictions of contaminant values should also include a "Below Detection" designation with explanation.
5. The website should display a chart with a time scale (e.g., a 24-hour interval) with the ability to mouse over the chart time scale and instantly display the concentration in the chart and on the map with updated weather.
6. The website should include a section that displays Total VOC measurements (i.e., the 24-hour, time-integrated samples collected at 6-day intervals at each of four PAMS sites). VOC data should be updated on the website as the data becomes available.
7. The website should include a "Resources" section that provides visitors with more in-depth information regarding contaminants and associated potential health concerns.
8. The website should have a fast information update rate.



9. The appearance and graphic design for the new website should be user-friendly and modern (relative to the appearance of the existing PAMS website).

Marathon has referred Montrose (and our subcontractor, DR DAS) to the public access website established for the Marathon Martinez, CA refinery as a conceptual example of the features and performance desired for the new Marathon Detroit refinery PAMS public access website (URL for the Marathon Martinez refinery website: <https://marathonmartinez.com/measurements.html>).

3. DEVELOPMENT PLAN FOR NEW MARATHON PAMS WEBSITE

Montrose and DR DAS have discussed with Marathon the features and performance desired for the new PAMS public access website. Montrose and DR DAS have also conferred extensively regarding the design, establishment and hosting of a new PAMS website that will include the features and performance criteria described above. As mentioned in Section 1 of this proposal, DR DAS has designed and hosts publicly-accessible websites for numerous U.S. State environmental agencies and foreign government agencies to meet the same purpose and objectives intended for the new Marathon PAMS website. Links to some of these websites include:

- [Oregon, USA](#) Oregon - Department of Environmental Quality
- [Hawaii, USA](#) Hawaii - Department of Health
- [Wisconsin, USA](#) Wisconsin Department of Natural Resources - Coming Soon
- [Washington, USA](#) Washington State
- [South Africa](#) South Africa - SAAQIS
- [Juarez, USA and Mexico](#) Paso Del Norte Joint Advisory Committee (JAC)

Montrose and DR DAS have identified various features and elements of the websites listed above that can be incorporated in custom-designed web pages to provide a new PAMS website that has the features, information resources and performance criteria listed in Section 2 for the new PAMS public access website.

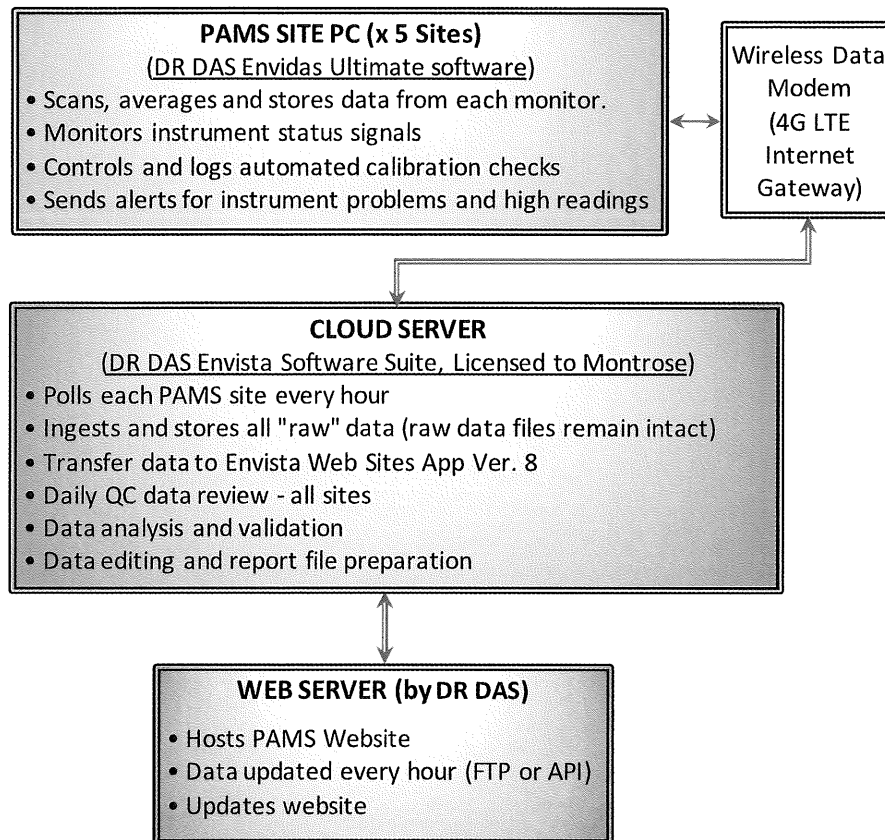
The websites listed above are hosted by DR DAS using the Envista Web Sites Version 8 software package and Windows 2016 servers equipped with 8-core CPUs and 16 Gb of RAM. The DR DAS servers regularly support up to 2,000 simultaneous website users while maintaining fast website speeds. If website traffic exceeds these numbers, DR DAS can add additional server resources to maintain website performance.

To meet the performance goals for the new PAMS website, the website will be hosted by DR DAS using the type of web server described above, which will maintain fast website speed and performance. Additionally, Montrose will upgrade its Envista software license to the most recent Envista software suite, including Envista Web Sites Version 8. The Envista software will run on a cloud-based service provided by DR DAS. This will improve reliability and speed for Montrose's internal data acquisition, data management and data reporting operations, and concomitantly improve acquisition and transfer of the "raw" (non-quality-assured) data from each PAMS monitoring site for ingest by Envista, transfer and display on the new website. Figure 1 provides



a simplified flow diagram of PAMS data from production at the monitoring stations to Envista and the proposed the new PAMS website.

FIGURE 1: PAMS DATA FLOW DIAGRAM



Montrose and DR DAS estimate a prototype of the new PAMS website can be developed and be running for evaluation and comment by Marathon by early November 2020. Montrose and DR DAS are confident that a customized version of existing Envista website software features will meet the goals for the new PAMS website. As stated above, it is anticipated that Marathon would benefit by having the new PAMS website partitioned with sections accessible only to authorized Marathon and Montrose personnel. The secured website sections will permit authorized users to produce and download customizable data reports. Consequently, we assume that the current, existing PAMS data website will cease being operated and maintained after the new public access website goes "live". Marathon will be provided secure login credentials to access and use the secured sections of the new PAMS website to generate and download reports of PAMS monitoring data as-needed.

Any substantive modifications requested by Marathon for the prototype website will be discussed and evaluated. Every effort will be made to accomplish any modifications using existing Envista Web Sites Version 8 tools and modules. A modest budget is included in our commercial offering for development of new website software or modifying existing Envista



website software modules if necessary. A finalized version of the new PAMS website is estimated to be operational in December 2020. The existing Marathon PAMS website will be discontinued after the new public access website is operational.

Montrose will maintain the new PAMS public access website in lieu of maintaining the existing PAMS website. This service is considered part of our existing scope of services supplied to Marathon for the PAMS project. The cost of maintaining the PAMS website will continue to be included in our recurring monthly fixed-fee invoicing to Marathon for supply of comprehensive monitoring support services for the PAMS project.

4. COMMERCIAL OFFERING

This section presents our commercial offering for performing the scope of work described in Sections 2 and 3 of this proposal.

Montrose proposes to perform the work to develop the new PAMS public access website on a Time and Expense (T&E) basis with an estimated total website development cost of \$10,960. Table 1 in this section presents the estimated costs for labor and expenses for performing the work. This offering is subject to the terms and conditions contained in Section 4.1 of this proposal.

TABLE 1: Cost Estimate for New Public Access Website for Marathon Detroit Refinery PAMS						
Task No.	Task Description	Personnel	Hourly Rate	Hrs.	Amount	
1.	Develop prototype PAMS website for evaluation and comment.	Sr. Project Manager	\$165.00	12	\$1,980	
		Project Manager	\$120.00	10	\$1,200	
		Software Development Expense (24 Hours, DR DAS)				\$3,600
		Administrative Fee on Expenses (10%)				\$360
		Subtotal, Prototype PAMS Website				\$7,140
2.	Revise and finalize new PAMS website	Sr. Project Manager	\$165.00	8	\$1,320	
		Project Manager	\$120.00	8	\$960	
		Software Development Expense (9.3 Hours, DR DAS)				\$1,400
		Administrative Fee on Expenses (10%)				\$140
		Subtotal, Finalize PAMS Website Design				\$3,820
Total Estimated Cost for PAMS Public Access Website					\$10,960	

NOTE: Montrose anticipates the monthly fixed-fee cost for PAMS monitoring services will increase starting January 2021 by \$800/Mo. (\$9,600 per year) due to increased costs for hosting the new PAMS website.



4.1 Project-Specific Commercial Terms and Conditions

1. This commercial offering is for performing the scope of work described in Sections 1 and 2 of this proposal.
2. Costs quoted in Table 1 exclude obtaining and securing rights to a new domain name for the new PAMS public access website. Marathon will be responsible for obtaining and securing rights to any new domain name for the new PAMS website, including all costs associated with obtaining, registering and maintaining the domain name for the new website.
3. The estimated costs quoted in Table 1 assume that existing Envista Web Sites Version 8 software tools and modules will adequately provide the features, functions and performance objectives desired for the new PAMS public access website. Table 1 includes 33 hours of contingency software development costs performed by DR DAS. In the event that additional software development time is required to meet PAMS website design and performance objectives, additional costs may apply. If additional software development costs become necessary, Montrose will provide an estimate of those additional costs to Marathon.
4. The costs quoted in Table 1 exclude on-going costs for hosting the new PAMS public access website and on-going software support services provided by DR DAS. Those costs are included in the fixed-fee cost invoiced monthly to Marathon by Montrose for supply of comprehensive monitoring services for the PAMS project. **NOTE:** Montrose anticipates the monthly fixed-fee cost for PAMS monitoring services will increase starting January 2021 by \$800/Mo. (\$9,600 per year) due to increased costs for hosting the new PAMS website.
5. Any software development costs needed that exceed the estimated cost in Table 1 will be considered "Extra" or Out-of-Scope work. Extra or Out-of-Scope work will not be performed without first obtaining the express approval of Marathon. Invoicing for labor and expenses for approved Out-of-Scope work will be in accordance with the hourly labor rates and commercial terms stated in Table 2 in this section.
6. The existing PAMS data website will no longer be operated (i.e., will cease to exist) after the new public access website is established and fully operational.
7. All costs quoted in this proposal are exclusive of any sales, excise or use taxes that may be due on goods, materials or services furnished by Montrose in support of the work described in this proposal. Marathon Petroleum Company agrees to be responsible for payment of any sales, excise or use taxes that may be due and payable on goods, materials or services furnished by Montrose in support of the work described in this proposal.
8. Costs quoted in this proposal are valid for a period of 60 days after the date of this proposal.
9. Payment on all invoices is due in full Net 30 days from date of invoice.
10. This cost offering is subject to all notes and conditions contained in this section and our standard commercial term and conditions contained in Attachment A to this proposal.



Table 2: Montrose Air Quality Services Pine Brook Ambient Group Hourly Professional Fee Schedule for 2020	
Personnel	Hourly Rate
Senior Project Manager	\$165.00
Project Manager	\$120.00
Project Scientist	\$120.00
Field Technician	\$65.00
Administrative	\$60.00
Reimbursement Terms For Project Expenses Not Otherwise Specified:	
Mileage costs for travel using a non-rental company or privately-owned two-wheel drive automobile are computed at the rate of \$0.585 per mile.	
Mileage costs for travel using a non-rental company or privately-owned four-wheel drive pickup truck are computed at the rate of \$0.75 per mile.	
Project expenses not otherwise specified are billed at direct cost plus 10%.	
Invoices are billed monthly with payment due net 30 days.	

* * * * *

We greatly value our relationship with the Marathon Petroleum Co. Detroit refinery and trust that this proposal for development and implementation of a new PAMS public access website is acceptable to Marathon. We look forward to continuing to provide timely, comprehensive, and high-quality professional services for the PAMS.

Sincerely,

David Cummings
District Manager

Montrose Air Quality Services LLC
an affiliate of Montrose Environmental Group
45 U.S. Hwy. 46 East, Ste. 601
Pine Brook, NJ 07058
Office: 973.575.2555 (Ext. 12702)
Mobile: 201.213.2913

ATTACHMENT A**Montrose Air Quality Services, LLC (Montrose) / Client Standard Terms and Conditions****I. SCOPE**

Montrose Air Quality Services, LLC (through itself or its affiliates or subsidiaries) ("Montrose") agrees to perform the services described in the proposal attached hereto which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Montrose shall not be construed to exceed those services specifically set forth in the proposal. These terms and conditions and the proposal, when executed by Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

Client agrees to pay for the services in the proposal in accordance with the compensation provisions set forth therein. Unless otherwise agreed, Montrose shall, at its sole discretion, invoice Client incrementally upon execution of services in the form of two bills: (1) delivery of the test protocol, preparation, equipment fees, performance of the fieldwork, and the analytical tasks, and (2) delivery of the final report(s) or five days after delivery of the draft report(s). Montrose shall invoice Client any remaining amounts due, including but not limited to out of scope charges, delay time or other fees, upon completion of the final report(s) or five days after delivery of the draft report(s).

Time-related charges will be made in accordance with the billing rate referenced in the proposal or agreement. Direct expenses and Subcontractor services shall be billed in accordance with the proposal or compensation exhibit attached to this Agreement. Otherwise, Montrose's standard billing rates shall apply. Unless otherwise agreed, Client agrees to pay within 30 days of the presentation of any invoice submitted by Montrose hereunder. Payments not received within 30 days of the invoice date will accrue a late payment charge of 1.5% per month on the unpaid balance of the invoice.

Montrose shall also be entitled to reimbursement from Client of expenses, including attorney's fees and court costs, which may be incurred in collecting any overdue payments. Payment is not contingent on payment from another party.

III. RESPONSIBILITY

Montrose is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Montrose shall perform the services in accordance with the usual and customary care and accepted practices in effect when the services are rendered.

Montrose's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Montrose is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or assurance with respect to the performance of a contractor. Montrose does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations. Further, Montrose is not responsible, in any capacity, for Client's failure to comply with any laws or regulations or for damages or penalties of any type sought or assessed, including attorney's fees and expenses, from any source.

IV. FORCE MAJEURE

Montrose, its officers, employees and agents, shall not be liable for its failure to perform hereunder or for any loss or damage due to any failure of delay from any cause beyond the reasonable control of Montrose. This includes but is not limited to: acts of God, war (declared or undeclared) terrorist attaches, civil commotion, tornados, embargoes, epidemics, fires, floods, strikes, testing difficulties, shortage of chemicals, materials, or other equipment, acts or omissions by Client, acts or omissions of suppliers or vendors, acts or omissions of governmental authorities, or changes to any applicable governmental laws or regulations.

V. INDEMNIFICATION

Client agrees to indemnify Montrose and its officers, directors, subsidiaries, employees and affiliates for any losses (including reasonable fees and expense incurred, including reasonable attorney fees), arising out of or related to any legal action or claim resulting from any services provided by Montrose, to which Montrose is not a party and to the extent Montrose is found not to be at fault in connection with such claim or legal action.

VI. LIMITATION OF LIABILITY

MONTROSE'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNT OF INSURANCE COVERAGE PROVIDED HEREIN. IN NO EVENT SHALL MONTROSE BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MONTROSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

VII. INSURANCE

Montrose shall maintain during the life of the Agreement the following minimum insurance:

1. Commercial general liability including bodily injury, property damage, owners and contractors protective, products/completed operations, contractual and personal injury. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$1,000,000.
3. Statutory worker's compensation and employers' liability insurance as required by state law.
4. Professional liability insurance with limits of not less than \$1,000,000.

VIII. SUBCONTRACTS

Montrose shall be entitled, to the extent determined to be appropriate by Montrose, to subcontract any portion of the work to be performed under this Agreement.

IX. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The agreement is not to be assigned by either Client without the prior written consent of the other.

X. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Montrose as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

XI CHOICE OF LAW/JURISDICTION

This agreement shall be administered and interpreted under the laws of the state in which the Montrose office responsible for the project is located. Jurisdiction of litigation arising from the agreement shall be in that state.

XII. SEVERABILITY

If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Montrose hereunder are intended solely for the benefit of Client, and no right or benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Montrose's performance of its services hereunder.

XIV. INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

XV. WORK PRODUCT

Montrose and Client recognize that Montrose's work product submitted in performance of this Agreement is intended only for the project covered by this Agreement. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Montrose against all losses, damages, costs and expense, including attorneys' fees, arising out of or related to any such unauthorized change, alteration or reuse.

XVI. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond the control of the Client make normal progress in the performance of the work impossible. Montrose may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work. Montrose may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with the Proposal.

XVII. TERMINATION OF WORK

Either party at any time, upon reasonable written notice to the other party, may terminate the services hereunder. Upon such termination, Client shall pay Montrose all the amounts it owed hereunder for performance up to the date of termination, plus, if such termination is not due to Montrose's default under this Agreement, reasonable expenses incurred by Montrose as a result of such termination.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Montrose Client Account Manager and to the person signing the proposal on behalf of the Client, and shall be effective upon delivery to the addressed stated in the proposal.