

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
NOVA ENVIRONMENTAL, INC
AND THE CITY OF ANN ARBOR
FOR ASBESTOS AND LEAD CONSULTING SERVICES**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Nova Environmental ("Contractor"), Inc., a Michigan limited liability company, the address of which is 5300 Plymouth Road, Ann Arbor, MI 48105 agree as follows on this February 7th, 2018.

The Contractor agrees to provide services to the City under the following terms and conditions:

I. DEFINITIONS

Administering Service Area/Unit means City of Ann Arbor Safety Unit.

Contract Administrator means Douglas Forsyth, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables means all Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project means the asbestos and lead consulting services for the City of Ann Arbor described in and required by this Agreement, or any sub-part thereof.

II. DURATION

This Agreement shall become effective on February 7th, 2018, and shall remain in effect for three years, with the City having the sole option to renew for an additional two years, unless terminated as provided for in Article XI.

III. SERVICES

- A. The Contractor shall provide asbestos and lead consulting services (in connection with the Project, as described herein and in Exhibit A. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

V. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Section III, only when the scope of and compensation for those additional Services have received prior written approval of the Contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed/hours allocated) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation satisfactory to the City demonstrating it has obtained the policies and endorsements required by Exhibit C.

- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default

to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.

- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

IX. OBLIGATIONS OF THE CITY

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which

funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles VI and VIII shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and Contractor's obligation to deliver all Deliverables due as of the date of termination of the Agreement.

XII. REMEDIES

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently effect its right to require strict performance of this Agreement.

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:
Kary Amin
5300 Plymouth Road
Ann Arbor, MI 48105

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor
Howard Lazarus, City Administrator
301 E. Huron St.
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

XVII. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

XVIII. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party’s invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party’s failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

FOR CONTRACTOR

By _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

Howard S. Lazarus, City Administrator

Service Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

EXHIBIT A SCOPE OF SERVICES

A. Background

Contractor shall serve the City of Ann Arbor on an as-needed basis as a qualified consultant to perform occupational health and safety (OHS) tasks described herein, including building-material surveys for asbestos and/or lead. Contractor shall, as and when requested by City, conduct surveys, hazard screens, and risk assessments for lead or other regulated building materials, oversee asbestos and lead remediation projects, and conduct environmental sampling in accordance with federal and state regulations as well as City specifications, including, but not limited to:

Asbestos

- 29 Code of Federal Regulations (CFR) 1926.1101
- 40 CFR Part 61, 49 CFR Part 171-173
- State of Michigan Public Act 135 of 1986, as amended.
- State of Michigan Public Act 440 of 1988, as amended.

Lead

- 29 CFR 1926.62
- Michigan Department of Public Health R 325.51991 and 325.51992
- Michigan Department of Community Health Lead Hazard Remediation Rules 325.9901-325.9925
- Michigan Public Acts 219 & 220 – Lead Abatement Act
- Department of Housing and Urban Development 24 CFR Part 35 (etal)
- EPA CFR Title 40, Part 745-Lead Based Paint Poisoning Prevention In Certain Residential Structures
- HUD Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing
- EPA Publication “Guidance on Residential Lead-Based Paint, Lead-Contaminated Dust, and Lead Contaminated Soil”
- EPA Publication “Residential Sampling for Lead: Protocols for Dust and Soil Sampling”
- EPA Renovation, Repair, and Painting Rules: 40 CFR Part 745
- 24 Michigan Natural Resources and Environmental Protection Act: Part 31 Water Resources Protection, Part 11 Hazardous Waste Management, Part 115 Solid
- Waste Management, Part 121 Liquid Industrial Wastes
- City of Ann Arbor Sewer Use Ordinance for Lead

Contractor shall provide the Services consistent with the work plan it submitted as part of its proposal in response to the City’s request for proposal. A copy of that work plan is attached hereto as Exhibit D. In the event of a conflict between Exhibit

A and Contractor's work plan, Exhibit A shall govern and control.

B. Asbestos

Contractor Qualifications – Contractor warrants that its representations to the City concerning its qualifications, and those of its employees, contractors and staff, for asbestos-related Services are true and accurate.

Field Requirements

Contractor shall provide these services, as and when requested by City:

1. Provide professional, competent field hygienists that can act as the initial health and safety liaison between the abatement project and the City of Ann Arbor staff. Such individuals shall dress accordingly and will not use any city property (phones, computers, etc.) without prior permission.
2. Personal Protective Equipment (PPE) is required for all personnel entering City of Ann Arbor worksites. The minimum PPE required is a hard hat, safety glasses with side-shields meeting ANSI Z87.1 standards, Class II high visibility vest, and the use of sturdy work shoes or boots with steel toes. No short pants, skirts, sleeveless shirts, open toe shoes, nor tennis shoes shall be allowed. Depending on site conditions, the general contractor may also require other types of PPE such as hearing protection, gloves etc.
3. Maintain a daily log and daily check off sheets. At a minimum, these documents shall provide an outline of activities on the work site. They shall provide a detailed account of activities related to any accident, violation of regulations, non-compliance by the contractor, fiber releases outside the enclosure or glove bag, and site visits by inspectors from state and federal agencies.
4. Notify Safety Unit staff immediately in the event of any site visits by state or federal inspectors or if any violation of applicable regulations occurs during projects.
5. All hygienists **must** have a mobile phone. Provide a list of all hygienist's names and mobile phone numbers to Safety Unit staff. This list shall be updated as changes necessitate. Provide telephone number of supervisor who can be reached after normal business hours in the event of an emergency.
6. Attend pre-abatement meetings with a representative of Safety Unit staff upon request.
7. Approve the integrity of each enclosure prior to disturbance of asbestos. Periodically test and document the negative pressure in each enclosure.

8. Enter enclosures unannounced at least twice each day donning appropriate protective clothing and respiratory protection. Inspect a representative number of sealed waste bags to ensure that waste material is properly wetted. Improper removal practices and corrective directives made to the abatement contractor shall be documented and reported to Safety Unit staff.
9. Conduct airborne fiber sampling in compliance with Occupational Safety and Health Administration, Michigan Department of Licensing and Regulatory Affairs, and EPA regulations and follow professional industrial hygiene practices. A minimum of 1200L of air must be collected for post abatement air samples.
10. During all projects involving more than three linear or square feet of friable asbestos, monitoring shall include: baseline, TWA personal, excursion limit, outside work area, work area (unless full enclosure), and post-abatement samples. Sampling during projects smaller than three linear or square feet may be reduced if appropriate and approved by the Safety Unit. For non-friable materials conduct the following: TWA personal, excursion limit, outside work area, work area and post-abatement samples if work area samples are above clearance levels.
11. A minimum of two post abatement samples must be collected for large abatement areas. Large abatement areas are defined as greater than 25 linear feet of pipe or duct abatement, greater than 1,000 square feet of floor tile or surfacing material abatement or any full containment abatement area. In addition, more than one representative personal sample must be collected when 8 or more abatement personnel are onsite.
12. Analyze all air samples on-site using Phase Contrast Microscopy, OSHA Reference Method or NIOSH Method 7400. Consultant is responsible for finding a location for setting up the analysis equipment.
13. Stop abatement work when outside work area sampling indicates fiber concentrations above 0.01 fibers/cubic centimeters (f/cc) or above background levels (whichever is higher) and notify the Safety Unit immediately. Abatement work shall be stopped until the cause of the contamination is discovered and corrected.
14. Conduct a visual inspection after the contractor has cleaned each enclosure to ensure that all asbestos within the scope of work has been abated.
15. Ensure fiber concentrations are at or below the EPA recommended clearance level of 0.01 f/cc before the contractor removes an enclosure. In the event that 0.01 f/cc cannot be achieved, the hygienist must contact the Safety Unit to discuss options.
16. Employ aggressive clearance sampling methods on each project requiring notification to the EPA under the National Emission Standard for Hazardous Air

Pollutants. With the permission of Safety Unit staff, aggressive methods may be eliminated if not practical, for example during a soil-cleaning project.

17. After all polyethylene sheeting and equipment has been removed, the consultant will re-inspect the work area. This inspection shall ensure that project materials, equipment or asbestos residue do not remain on the site. The contractor and the consultant will be held responsible for improper materials that remain on site.
18. Maintain a copy of this document at each project. Review contractor's project specification.
19. Review and document the contractor's documentation for MDLARA accreditation card, employee training, medical surveillance, respiratory protection, MDLARA and EPA project notification, and waste disposal. Collect copies of training certificates and accreditation cards for each individual working on the project prior to the start of work. The Safety Unit will accept a print out from the MDLARA Asbestos Program's "Verify and Search" website showing the dates of training and accreditation in lieu of actual copies of training certificates and accreditation cards. Verify that each worker's medical exam and fit test is current. Ensure that the notification is posted at the job site. Check each notification for completeness and correctness. Ensure that proof of the supervisor's competent person's training is posted at projects requiring NESHAP notification. Check each notification for completeness and correctness. If necessary, inform the contractor that work cannot proceed until the proper documentation is provided.

Report Requirements

Within two weeks of completion of a project or receipt of laboratory results, Contractor shall provide to the Safety Unit one signed, PDF copy of the final bulk survey report and an Excel copy of the survey spreadsheet. The Safety Unit does not require paper copies of reports. Please do not send paper copies in addition to the electronic versions of reports. Each such survey/bulk sampling report shall include:

1. The location and dates of the survey and date that the report was submitted shall appear on the title page. Individuals who conducted the survey should sign off on each report. A separate report shall be issued for each building location.
2. Descriptions of the sampling and analytical techniques used to identify asbestos-containing materials.
3. Sampling result tables with detailed sample locations, including floor, room number, orientation (north, south etc.) and type of material sampled. Please reference floor plans available from the Safety Unit for accurate room number descriptions. An acceptable example survey table was included as **Appendix B** of the RFP giving rise to this Agreement.

4. Hazard assessment for each asbestos containing material, if requested.
5. Professional drawings of each surveyed area. Label drawings with sample locations if requested. Labeling must include floor, room numbers, building name, north arrow, and key. Key plans of buildings should be used, if available.

Each asbestos abatement air monitoring report that the City requests must be submitted by Contractor electronically in PDF format and shall include the information described below:

1. The location and dates of the project, and date that the report was submitted shall appear on the title page. A separate report shall be issued for each building in which work was conducted.
2. Description of the abatement work, removal techniques, and equipment used. **Boilerplate statements regarding equipment and techniques are NOT allowed.** Reports should be concise and describe the actual activities and work practices that occurred. All field notes regarding accidents, fiber releases, inspector visits, non-compliance, or unusual circumstances should be included in the final report. Also include all field notes that document daily activities, including time of arrival and departure from site. This can be a typed or handwritten note.
3. Drawings of each abatement area labeled with: work areas, sample locations and type, decontamination areas, exhaust locations, protective barrier locations. Labeling must include room numbers, building name, north arrow, and key.
4. Confirmation that the abatement contractor completed the work as defined in the project specifications and in accordance with the relevant regulations. Provide confirmation that the work area was inspected daily and, at completion of the project, passed inspection.
5. Description of the methods of sample collection and analysis. The Limit of Detection used in the calculation of concentration must be documented.
6. For each personal sample reported, all the information required by 29 CFR 1926.1101 (n)(2)(i)(ii) (A-F) shall be included on a single page.
7. Time-weighted averages for the sampling period and 8-hour time-weighted averages shall be recorded and reported for personal samples.
8. Abatement workers who were on-site but did not wear personal samplers shall be listed in the report along with the type of work they performed and the samples that represent their exposure.
9. Data shall include the times when each sample was collected and the abatement procedure(s) occurring at that time.

10. Written section describing inappropriate work practices observed by the on-site monitor and actions taken to correct them. Failure to describe these problems indicates to the Safety Unit that the work proceeded according to the specifications and regulations. Elevated fiber levels outside the enclosure shall be addressed in this section.
11. A quantitative description, in linear feet or square feet, of materials that were abated shall be included in the summary.
12. A table listing the names of the employees on site and the date of their most recent medical exam and fit test.
13. Copies of training certificates and accreditation cards for each individual on-site must be submitted with each report. Also include a copy of the contractor's Asbestos Abatement License. The Safety Unit will accept a print out from the MDLARA Asbestos Program's "Verify and Search" website showing the dates of training and accreditation for individuals and company license in lieu of actual copies of training certificates, accreditation cards and company abatement license.
14. Reports shall be written so that an individual, without prior knowledge of the project, can read the report years after it was written and can understand what happened.
15. Each project summary shall state the purpose of the work, for example, renovation or maintenance.
16. Each report shall be reviewed and signed by the individuals who conducted the work and by a management level employee.

C. Lead

Contractor Qualifications – Contractor warrants that its representations to the City concerning its qualifications, and those of its employees, contractors and staff, for lead-related Services are true and accurate.

Field Requirements

Contractor shall provide these services, as and when requested by City:

1. Stop remediation work when area air sampling results are received that exceed the action limit of 0.03 milligrams per cubic meter (mg/m^3) of air. Appropriate corrections must be made to reduce the contaminant level and a clean-up of the work area conducted. Personal air samples will be the responsibility of the contractor, unless directed differently by Safety Unit personnel.

2. When requested, conduct an end-of-project visual inspection to assure all lead that was within the scope of work was abated and the area properly cleaned of all visible dust and debris. This inspection shall ensure that project materials, equipment or lead residue do not remain on the site.
3. Maintain a copy of this document and the contractor project specifications at each work site.
4. Refer to the paint protocol for conducting lead surveys, a sample of which is attached to the RFP giving rise to this Agreement as **Appendix C**.
5. For target housing, follow inspection protocol in lead regulations for surveys.
6. For target housing, follow lead regulations for risk assessments and lead hazard screens.

Report Requirements

Within two weeks of completion of each project, Contractor shall provide to the Safety Unit a signed, PDF copy of the final bulk survey report and an Excel copy of the survey spreadsheet. The Safety Unit does not require paper copies of reports. Please do not send paper copies in addition to the electronic versions of reports. Each such survey/bulk sampling report shall include the information described below:

1. The location and dates of the survey and date that the report was submitted shall appear on the title page. Individuals who conducted the survey should sign off on each report. A separate report shall be issued for each building location.
2. Descriptions of the sampling and analytical techniques used to identify lead-containing materials.
3. Sampling result tables with detailed sample locations, including room number, floor, orientation (north, south etc.) and type of material sampled. Please use floor plans/maps when made available by the Safety Unit for accurate room number descriptions and maps. An example of an acceptable report is attached as **Appendix D** to the RFP giving rise to this Agreement.
4. Hazard assessment for each lead containing coating, if requested.
5. Professional drawings of each surveyed area. Label drawings with sample locations if requested. Labeling must include room numbers, floor, building name, north arrow, and key. Provided floor plans/maps should be used, if available.
6. For Risk Assessment/Lead Hazard Screen – Follow report requirements in the applicable regulation.

Each report for lead demolition or abatement air monitoring activities that Contractor shall provide upon City's request shall include:

1. The location and dates of the project and date that the report was submitted shall appear on the title page. The contractor who performed the work should be listed within the report. A separate report shall be issued for each building location.
2. Description of the abatement work, removal techniques, and equipment used. Boilerplate statements regarding equipment and techniques are NOT allowed. Also include all field notes that document daily activities. This can be a typed or handwritten note.
3. Professional drawings of each abatement area should be labeled with: work areas, sample locations, protective barrier locations, decontamination areas, and exhaust locations, if they are used. Labeling must include room numbers, floor, building name, north arrow, and key.
4. When requested by the Safety Unit, confirmation that the abatement contractor completed the work as defined in the project specifications. Provide confirmation that the work area was inspected at completion of the project, and that it passed inspection.
5. Description of the methods of sample collection and analysis.
6. Data shall include the times when each sample was collected and the abatement procedure(s) occurring at that time.
7. Written section describing inappropriate work practices observed by the on-site monitor and actions taken to correct them. Failure to describe these problems indicates to the Safety Unit that the work proceeded according to the specifications and regulations.
8. Reports shall be written so that an individual, without prior knowledge of the project, can read the report years after it was written and can understand what happened.
9. Each report shall be reviewed and signed by the individuals who conducted the work and by a management level employee.

D. Regulated Building Materials Survey

1. Contractor shall conduct surveys for Regulated Building Materials for each area within a given project area. A list of suspect regulated building materials to be surveyed is included in **Appendix E** of the RFP giving rise to this Agreement.
2. Any such survey shall be completed concurrent with asbestos/paint survey.

3. No samples should be collected as part of any such survey, which is simply an inventory of suspected items.

E. Billing and Other Requirements

1. Contractor may be asked to provide lead and asbestos services concurrently for the same project and shall do so upon request. In the event that asbestos and lead services are provided by one consultant on a given day, the day should be billed as one day at the higher charge if applicable. Duplicate billing for asbestos and lead services is not allowed.
2. A full day of air monitoring is 10 hours. A half-day of air monitoring is 5 hours or less. Overtime is billed at the hourly rate. The Safety Unit should be notified of all additional hours no later than the following day and of all additional days before work begins.
3. A full day of survey work is 8 hours. A half-day of survey work is 4 hours or less. Report time may be billed when a formal report is required for a comprehensive survey. No report time should be billed for 'bulk sampling' activities that are not as involved.
4. Management review and clerical preparation is a professional expectation and may not be invoiced.

EXHIBIT B COMPENSATION

General

Contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states nature and amount of compensation the Contractor may charge the City:

Asbestos Price List:

1. Survey performed by certified inspector including report preparation. Daily and half day rates include costs for travel time, mileage, etc.
 - A. Daily rate \$ 480 per day. (Daily rate based on 8 hours on site).
 - B. Half day rate \$ 240 per day. (Half day rate based on 4 hours on site).

2. On-site asbestos monitoring and oversight including on-site analysis of samples and report. Daily and half day rates are for on-site activities only. Travel time, mileage, etc. are not to be billed separately. See Section VI "Billing and Other Requirements" above. The daily rate also includes all PCM samples necessary to meet the requirements of this document, federal and state regulations, and in conformance with good industrial hygiene practice.
 - A. Daily rate \$ 550 per day. (Daily rate based on 10 hours on site).
 - B. Half day rate \$ 275 per day. (Half day rate based on 5 hours on site).
 - C. Hourly rate for over 10 hours \$ 55 per hour

3. Laboratory analysis of bulk samples using polarized light microscopy, using the EPA Interim Method for the Determination of Asbestos in Bulk Insulation Samples.
 - A. Cost \$ 50 per sample with 3 hour turn around
 - B. Cost \$ 30 per sample with 6 hour turn around
 - C. Cost \$ 15 per sample with 24 hour turn around
 - D. Cost \$ 15 per sample with 48 hour turn around

4. Laboratory analysis of bulk samples using the point counting method.
 - A. Cost \$ 80 per sample with 6 hour turn around

- B. Cost \$ 50 per sample with 24 hour turn around
 - C. Cost \$ 50 per sample with 48 hour turn around
5. Laboratory analysis of air samples
- A. Cost \$ 8 per sample using PCM (NIOSH 7400) with 24 hour turn around.
 - B. Cost \$ 125 per sample using TEM with 24 hour turn around.

Lead Price List:

1. Survey and hazard assessment performed by certified Lead Inspector/Risk Assessor, including report preparation. Daily and half day rates include costs for travel time, mileage, etc.
 - A. Daily rate \$ 520 per day (8 hours on-site)
 - B. Half day rate \$ 260 per day (4 hours on-site)
2. On-site air monitoring/project management performed by certified Lead Inspector/Risk Assessor, during lead abatement activities, including report preparation. Daily and half day rates include costs for travel time, mileage, etc.
 - A. Daily rate \$ 550 per day. (Daily rate based on 10 hours on site).
 - B. Half day rate \$ 275 per day. (Half day rate based on 5 hours on site).
 - C. Hourly rate for over 10 hours \$ 55 per hour
3. Laboratory analysis of air samples using NIOSH Method 7082, 7105, or equivalent.
 - A. Cost \$ 18 per sample with 1 day turn around
 - B. Cost \$ 18 per sample with 2 day turn around
 - C. Cost \$ 18 per sample with 1 week turn around
4. Laboratory analysis of lead bulk and wipe samples using Atomic Absorption Spectrometry Method SW846-7420, or equivalent.
 - Bulk: A. Cost \$ 18 per sample with 24 HR turn around

B. Cost \$ 18 per sample with 3-5 day turn around

Wipe: A. Cost \$ 25 per sample with 6 HR turn around

B. Cost \$ 18 per sample with 24 HR turn around

EXHIBIT C
INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$1,000,000 Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined
\$2,000,000 Per Job General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements which diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.

- B. Insurance required under A.3 and A.4 above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.

- C. Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

**EXHIBIT D
CONTRACTOR'S WORK PLAN**

City of Ann Arbor

*Request for Proposal
Asbestos and Lead Consultant
RFP # 17-26*

*Section C
Proposed Work Plan*

Asbestos-Related Services:

The first consideration for being able to successfully work as an asbestos consultant for the City of Ann Arbor is training. As an environmental training institution, Nova has the unique capability of providing its staff with customized in-house training. The training provided to our staff includes, but is not limited to, a Contractor & Supervisor Equivalent training program, a NIOSH 582 Equivalent training program, hazard communication training and specialized training on the specific City of Ann Arbor requirements for code of conduct, project documentation and recordkeeping.

Once the staff is properly trained, the next step is to provide them with the necessary physical resources to ensure successful project completion. This includes, but is not limited to, providing computers, high volume and low volume air sampling pumps, a calibrator, sample preparation equipment, Phase Contrast Microscope, applicable personal protective equipment and all associated supplies necessary to successfully conduct inspections and air monitor/oversee asbestos abatement projects.

Nova provides its staff with state-of-the-art equipment that is maintained properly in order to ensure regulatory compliance. Checklists are used to ensure that the Nova consultant has all necessary equipment and supplies for the assigned project.

Through coordination with the City's Safety Unit and Nova management, both large and small asbestos abatement projects are assigned to individual Nova staff. The City's Safety Unit is notified of the staff member assigned to a given project prior to its commencement. The City's Safety Unit is provided with all applicable contact information, including cell numbers, for all Nova staff. This allows the City's Safety Unit to contact the Nova representative for a given project directly.

It should be noted that, due to the number of Nova consultants available and our Ann Arbor location, we not only can assure prompt response to service requests by the City of Ann Arbor but can be immediately available for any emergency projects that may come up.

If there is a written asbestos abatement project specification for a given job, the Nova consultant will review it prior to the commencement of work. If there is not a specific specification for a project, the Nova consultant will rely on City guidelines and best industry practices.

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*Section C
Proposed Work Plan*

The Nova consultant on-site will ensure proper coordination with applicable parties, including the asbestos abatement contractor, general contractors/construction managers and affected City of Ann Arbor staff.

During the asbestos abatement activities, the Nova consultant shall ensure that the asbestos abatement contractor adhere to the specification and guidelines as established by the City of Ann Arbor.

This includes, but is not limited, to the following:

- Ensure that the regulated area is established properly;
- Ensure the integrity of the containment is maintained properly;
- Ensure that the decontamination unit and engineering controls are in-place;
- Ensure proper wetting of material and sealing of containers;
- Ensure proper work practices are followed.

This will be accomplished by inspections of the site and unannounced entrance into the containment a minimum of twice per day.

Subsequent to the completion of the asbestos abatement, the Nova consultant will perform and document the visual inspection and, if passed, conduct post abatement or clearance air sampling using aggressive methods.

The asbestos abatement contractor and the Nova consultant will ensure that all materials are removed from the project site after project teardown.

All applicable paperwork will be collected by the Nova consultant and submitted to the Nova office for final report preparation. The report will be submitted to the City's Safety Unit electronically in a PDF format and in hard copy upon request. The turn-around time for the written project documentation will be based on the size of the project.

City of Ann Arbor

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*Section C
Proposed Work Plan*

Upon assignment of an asbestos survey, but prior to the start, Nova will ensure that the exact scope is identified. Nova will coordinate with the City's Safety Unit in regards to the level of the survey (full building vs. partial), whether it includes lead, access considerations and the time parameters allotted.

For full building surveys, Nova will request the use of two Accredited Asbestos Inspectors. Bulk samples will be collected in accordance with applicable regulatory standards and a NVLAP accredited Laboratory, EMSL Analytical, Inc., will be used for sample analysis. All data will be collected in accordance with EPA requirements and, subsequent to the completion of field work, a full comprehensive asbestos inspection report will be generated. The report will be submitted to the City's Safety Unit electronically in a PDF format and in hard copy upon request. The turn-around time for the written report will be based on the size of the Survey.

Lead Qualifications and Field Requirements:

Similar to asbestos, our staff are highly trained and certified as lead inspectors and risk assessors, they also are experienced in HUD and OSHA lead guidelines.

For lead abatement projects, Nova consultants will conduct air monitoring and project oversight in accordance with best industry practices. After each shift, the air samples will be submitted to EMSL Analytical Labs for analysis.

Nova will ensure the lead contractor adheres to the lead specifications developed by the City's Safety Unit or best industry practices.

All applicable information and data will be collected by the on-site Nova consultant. A report will be generated and submitted to the City's Safety Unit electronically in a PDF format and in hard copy upon request. The turn-around time for the written report will be based on the size of the project.

City of Ann Arbor

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*Section C
Proposed Work Plan*

Lead inspections and risk assessments shall be conducted by Michigan Certified Lead Inspectors and Risk Assessors. The inspectors and risk assessors shall use one or more of the following procedures for conducting inspections/risk assessments:

- *XRF Instrument Testing*
- *Paint Chip Sampling*
- *Dust Sampling*
- *Water Sampling*
- *Soil Sampling*
- *Air Sampling*

Lead inspection and risk assessments shall be performed in accordance with applicable Michigan State regulatory standards.

Applicable reports will generated and submitted to the City's Safety Unit electronically in a PDF format and in hard copy upon request. The turn-around time for the written report will be based on the size of the project.