AGREEMENT BETWEEN
MARINE POLLUTION CONTROL, INC
AND THE CITY OF ANN ARBOR
FOR PROFESSIONAL SERVICES

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 East Huron Street, Ann Arbor, Michigan 48107 ("City"), and Marine Pollution Control, Inc, ("Consultant") a Michigan Corporation with its address at **8631 West Jefferson Avenue, Detroit, Michigan, 48209** agree as follows on this _____ day of **January**, **2015**.

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

I. DEFINITIONS

Administering Service Area/Unit means **Systems Planning Unit, Public Services Area.**

Contract Administrator means **Jennifer Lawson, Water Quality Manager**, 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 or delivered to City by Consultant under this Agreement

Project means **On-Call Emergency Environmental Cleanup Services**.

II. DURATION

This Agreement shall become effective on **March 2, 2015**, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

III. SERVICES

A. The Consultant agrees to provide professional **Emergency Cleanup** services ("Services") in connection with the Project as described 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 professional quality performed by experts regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.

C. The Consultant 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 Consultant may rely upon the accuracy of reports and surveys provided to it by the City 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. COMPENSATION OF CONSULTANT

A. The Consultant 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 Consultant, and approved by the Contract Administrator. Total compensation payable for all Services performed during the term of this Agreement shall not exceed **$50,000 annually**.

B. The Consultant will be compensated for Services performed in addition to the Services described in Section III, only when those additional Services have received prior written approval of the Contract Administrator. Compensation will be payable according to the fee schedule in Exhibit B. The Contract Administrator shall be the sole arbitrator of what shall be considered "reasonable" under this provision.

C. The Consultant shall keep complete records of time spent and materials used on the Project so that the City may verify invoices submitted by the Consultant. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

V. INSURANCE/INDEMNIFICATION

A. The Consultant 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 acts were made by the Consultant or by 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 demonstrating it has obtained the policies required by Exhibit C.

B. Any insurance provider of Consultant 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, the Consultant 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 the Consultant or its employees and agents occurring in the performance of or breach in this Agreement.

VI. COMPLIANCE REQUIREMENTS

A. Nondiscrimination. The Consultant agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of Section 209 of the Elliot-Larsen Civil Rights Act (MCL 37.2209) The Contractor further agrees to comply with the nondiscrimination provisions 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. The Consultant is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code and agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Consultant 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.

VII. WARRANTIES BY THE CONSULTANT

A. The Consultant warrants that the quality of its Services under this Agreement shall conform to the level of professional quality performed by experts regularly rendering this type of service.

B. The Consultant warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.

C. The Consultant 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 Consultant 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.

VIII. 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.

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 the Consultant except the obligation to pay for Services actually performed under the Agreement before the termination date.

C. Consultant 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 the Consultant. The Contract Administrator shall give the Consultant written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

IX. OBLIGATIONS OF THE CITY

A. The City agrees to give the Consultant 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 Consultant of any defects in the Services of which the Contract Administrator has actual notice.

X. ASSIGNMENT

A. The Consultant 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, Consultant 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 Consultant shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

XI. 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:

Marine Pollution Control
8631 West Jefferson Avenue,
Detroit, Michigan, 48209
ATTN: Dan Goeddeke

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

City of Ann Arbor
301 E. Huron
Ann Arbor, Michigan 48107
Attn: Jennifer Lawson

XII. CHOICE OF LAW

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction. 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.

XIII. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e., deliverables) prepared by or obtained by the Consultant 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 Consultant 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 Consultant.

Unless otherwise stated in this Agreement, any intellectual property owned by Consultant prior to the effective date of this Agreement (i.e., preexisting information) shall remain the exclusive property of Consultant 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.

XIV. CONFLICT OF INTEREST

Consultant certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Consultant 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.

XV. 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.

XVI. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Consultant 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. This Agreement may be altered, amended or modified only by written amendment signed by the Consultant and the City.

FOR CONSULTANT

By _____
Its

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By_____
Jacqueline Beaudry, City Clerk

Approved as to substance

_____
Steven D. Powers, City Administrator

_____
Craig Hupy, Public Services Administrator

Approved as to Form and Content

_____
Stephen K. Postema, City Attorney

EXHIBIT A

SCOPE OF SERVICES

The Clean Water Act prohibits discharge of polluting material into Waters of the State, which include the Huron River and the seven creeks that flow through portions of the city. The City of Ann Arbor's stormwater system serves as a direct conduit to these waters and as such, any spill of fuel, oil, grease, paint or other polluting materials that will affect water quality must be immediately contained and removed. The City of Ann Arbor requires assistance in handling certain spills so that immediate and proper response to all spill events can be ensured. Thus, having a contract with an environmental remediation company is necessary to guarantee immediate response during a spill event.

In addition - the emergency cleanup of biohazardous materials will be included in this contract. In the instance of an accident, resulting in more than 8 oz. of biohards including but not limited to Blood, Stool / Fecal Matter, Urine, Vomit, Oral secretions, Tissue, Dura Mater or other materials, cleanup will be completed in accordance with, cleanup shall be in accordance with the appropriate statute/law pertaining to the product involved., with the intention of preserving the safety and well being of public health.

The City does not guarantee either a minimum volume of work or a specific volume of work for the contract awarded.

Work to be completed under this agreement will be as assigned by the City as spills occur which require assistance from a spill response company.

Work will be completed in accordance the attached proposal, submitted in response to RFP 917, except the scope of services, cost estimate notes, and term & conditions in the sample provided are excluded if they conflict with the terms and conditions of this Agreement.

EXHIBIT B

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Personnel		
DISPATCH COORDINATOR (ST)	$	85.00
EQUIPMENT OPERATOR (ST)	$	82.00
FIELD CLERK (ST)	$	90.00
FIELD COST ACCOUNTANT (ST)	$	104.00
FIELD SAFETY OFFICER (ST)	$	101.00
FOREMAN (ST)	$	100.00
PROJECT MANAGER (ST)	$	147.00
PUMP OPERATOR (ST)	$	95.00
PUMP SUPERVISOR (ST)	$	118.00
PUMP TECHNICIAN (ST)	$	68.00
RECOVERY TECHNICIAN (ST)	$	76.00
SAFETY MANAGER / DIRECTOR (ST)	$	185.00
SENIOR ADVISOR (ST)	$	150.00
SENIOR SCIENTIST / ENVIRONMENTAL ENGINEER (ST)	$	222.00
SUPERVISOR (ST)	$	107.00
TECHNICAL SERVICES PROFESSIONAL (ST)	$	116.00
TRACTOR/TRUCK DRIVER (ST)	$	90.00

Time Definitions

1) Personnel Rates Shown as Straight Time (ST) Rates. Overtime (OT) is charged at 1.5 times the ST rate and Double Time (DT) is charged at 1.75 times the ST rate.

2) Straight time (ST) will be billed between 0700 hrs and 1500 hrs, Monday through Friday. Overtime (OT) will be billed for hours worked before 0700 hrs and after 1500 hrs Monday through Friday and all day Saturday. Premium time (DT) will be billed for work performed on Sundays and all Federal holidays.

3) Daily rates are based on one (1) twelve (12) hour shift, with the exception of Marine Response Equipment and Pump Systems which are charged at the applicable hourly rate over a twenty four (24) hour day.

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Fees & Surcharges		
AIR MASK PREMIUM (PER PERSON)	$	60.00
BIOLOGICAL AND/OR WMD SERVICES PREMIUM (PER PERSON)	$	125.00
ENVIRONMENTAL COMPLIANCE I (basic waste profile, approval & manifesting)	$	75.00
ENVIRONMENTAL COMPLIANCE II (multiple waste stream profiles, approvals, manifesting)	$	175.00
ENVIRONMENTAL COMPLIANCE III (DHS regulatory requirement compliance)	$	225.00
FUEL & INSURANCE SURCHARGE* - **Variable %**		Variable*
NEW CUSTOMER CREDIT APPLICATION FEE	$	250.00

Fuel & Insurance Surcharge

*A variable Fuel Surcharge and a 3% Insurance Surcharge is applied to the total invoice. Fuel Surcharges are calculated based on fuel prices published by the US Motor Gasoline and On-Highway Diesel Fuel prices for the Midwest Region. The variable Fuel Surcharge is calculated at 5% based on a beginning cost of $3.00/gallon. This surcharge will increase by 1% for each $0.50/gallon increase above the beginning cost. If the cost of fuel decreases, the surcharge will decrease accordingly, based upon the same formula.

Rolling Equipment		
PICK UP TRUCK / SUV / PASSENGER VEHICLE (HR)	$	37.00
STAKE TRUCK (HR)	$	66.00
TRACTOR (HR)	$	65.00
BOX VAN TRAILER WITH LIFT GATE (HR)	$	70.00
DROP DECK TRAILER (HR)	$	50.00
DOUBLE DROP DECK (LOWBOY) TRAILER (HR)	$	75.00
FLATBED TRAILER (HR)	$	50.00
ROLL-OFF TRAILER (HR)	$	60.00
STORAGE TANKER (HR)	$	50.00
VAC TANKER (HR)	$	60.00
TURBO VACUUM UNIT (HR)	$	183.00
VACUUM TRUCK (HR)	$	122.00
Response Trailers and Storage Vessels		
CYCLONE HOPPER (DAY)	$	105.00
POLY TANK (200-700 GAL.) (DAY)	$	62.00
ROLL-OFF BOX (DAY)	$	72.00
SKID TANK, 550 GAL (DAY)	$	68.00
SKID TANK, 1,000 GAL (DAY)	$	83.00
TRAILER, BOOM (DAY)	$	450.00
TRAILER, HAZ-MAT RESPONSE (DAY)	$	297.00
TRAILER, HOSE (DAY)	$	450.00
VACUUM BOX (DAY)	$	79.00

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Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Waterblast and Line Jetting Equipment		
LINE JETTING ATTACHMENT (HR)	$	38.00
MULTIPLE GUN VALVE (HR)	$	22.00
SPIN JET FLOOR CLEANER (HR)	$	38.00
SPIN NOZZLE (HR)	$	16.00
STACK/TANK CLEANING NOZZLE (HR)	$	30.00
WATERBLASTER, 13,000 PSI (TRUCK MOUNTED UNIT) (HR)	$	107.00
Field Support Equipment		
ACID / CHEMICAL VACUUM TRUCK HOSE (PER FOOT PER DAY) (DAY)	$	5.00
AIR COMPRESSOR (DAY)	$	200.00
ALL TERRAIN VEHICLE (DAY)	$	530.00
ASBESTOS KIT (DAY)	$	150.00
BOBCAT (WITH BUCKET ATTACHMENT) (DAY)	$	486.00
BOBCAT ATTACHMENT - BACKHOE (DAY)	$	182.00
BOBCAT ATTACHMENT - PALLET FORK (DAY)	$	72.00
BOBCAT ATTACHMENT - SWEEPER (DAY)	$	123.00
BOBCAT ATTACHMENT - SNOW BLADE (DAY)	$	118.00
CAMERA, DIGITAL (DAY)	$	38.00
CHAIN SAW (DAY)	$	37.00
COMMUNICATIONS EQUIPMENT (DAY)	$	93.00
CUNO FILTER ELEMENT (FILTERS CHARGED SEPARATELY) (DAY)	$	234.00
CUTOFF SAW (DAY)	$	61.00
CUTTING TORCH (DAY)	$	54.00
DRUM CRUSHER (as separate unit. Requires powerpack) (DAY)	$	378.00
DRUM HEAD VAC OR SHOP VAC (DAY)	$	530.00
FOAM APPLICATOR (DAY)	$	281.00
FSI FILTER BAG UNIT (BAGS CHARGED SEPARATELY) (DAY)	$	151.00
GATOR AMPHIBIOUS ATV (DAY)	$	750.00
GENERATOR (SMALL) (DAY)	$	244.00
GPS DEVICE (DAY)	$	38.00
HEPA VAC (DAY)	$	200.00
HOLE SAW (DAY)	$	61.00
JACKHAMMER (30#) (DAY)	$	43.00
JACKHAMMER (90#) (DAY)	$	128.00
LAPTOP COMPUTER (DAY)	$	253.00
MERCURY KIT (DAY)	$	69.00
MERCURY VACUUM (DAY)	$	361.00
METAL LOCATOR (DAY)	$	80.00
MISCELLANEOUS ELECTRONIC DEVICES (DAY)	$	100.00
MISCELLANEOUS HAND TOOLS (DAY)	$	125.00
MISCELLANEOUS SUPPLIES (DAY)	$	125.00
MOBILE LIGHT PLANT (DAY)	$	491.00
PNEUMATIC DRILL (DAY)	$	244.00
PNEUMATIC RECIPROCATING SAW (DAY)	$	91.00
PORTABLE ARC WELDER (DAY)	$	168.00
PRESSURE WASHER (DAY)	$	547.00
PRESSURE WASHER EXTENSION LANCE (DAY)	$	219.00
SAWZALL (DAY)	$	91.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Field Support Equipment *(Continued)*		
SEWER PLUG (16"-30") (DAY)	$	116.00
SEWER PLUG (8"-12") (DAY)	$	78.00
SURVEY EQUIPMENT (DAY)	$	88.00
TEEL PUMP (DAY)	$	303.00
Safety & HazMat Equipment		
ACID / CHEMICAL BOOTS (PAIR)	$	183.00
ACID / CHEMICAL SUIT (CPF3) (EA)	$	117.00
ACID / CHEMICAL SUIT (CPF4) (EA)	$	117.00
ACID / CHEMICAL SUIT (TYCHEM BR) (EA)	$	302.00
ACID / CHEMICAL SUIT (TYCHEM F) (EA)	$	117.00
ACID / CHEMICAL SUIT (GREEN , GENERAL USE, FR RATED) (EA)	$	75.00
AIR BOTTLE REFILLS (CYINDER) - LOW PRESSURE ONLY (EA)	$	47.00
AIR BOTTLE REFILLS (SCBA BOTTLES) (EA)	$	26.00
AIR CYLINDER (CASCADE - INCLUDES GAGE & SPLITTER) (LOW & HIGH PRESSURE) (DAY)	$	108.00
AIR PACK/SCBA (LOW & HIGH PRESSURE) (DAY)	$	289.00
AIR TRAILER (INCL. 5-10 CYLINDERS, 300 FEET OF LINE, GAUGES, CASECADE SPLITTERS) (DAY)	$	327.00
BACON BOMB SAMPLER (DAY)	$	48.00
BOOTIES (PAIR)	$	14.00
BREATHING AIR CASCADE PRESSURE GAUGE (DAY)	$	32.00
BREATHING AIR LINE (50' SECTIONS) (DAY)	$	34.00
CASCADE SPLITTER, 4 PERSON (DAY)	$	32.00
CGI/COMBO METER (02 / LEL / CO / H2S) (DAY)	$	123.00
COOLING VESTS (DAY)	$	61.00
DAVIT ARM (DAY)	$	69.00
DIGITAL THERMOMETER (DAY)	$	22.00
FALL ARREST SYSTEM KIT (INCLUDES TRIPOD, TAGLINES, HARNESSES, LANYARDS) (DAY)	$	253.00
FR CLOTHING (NFPA 70E, 29 CFR 1910.106 (USAGE - DAY)	$	110.00
FR CLOTHING (NFPA 70E, 29 CFR 1910.106 (REPLACEMENT)	$	337.00
GLOVES, COTTON LINER (PER PAIR)	$	3.50
GLOVES, LATEX (BOX OF 100 EACH)	$	15.00
GLOVES, LEATHER (PER PAIR)	$	4.50
GLOVES, LEATHER + THERMAL INSULATED - WINTER WORK (PER PAIR)	$	13.00
GLOVES, NEOPRENE (PER PAIR)	$	8.00
GLOVES, NITRILE LINERS (BOX OF 100 EACH)	$	26.00
GLOVES, PVC (PER PAIR)	$	4.00
GROUNDING KIT (DAY)	$	183.00
H2S PERSONAL MONITOR / CO PERSONAL MONITOR (DAY)	$	85.00
HAND AUGER (DAY)	$	90.00
HCN/H2S MONITOX METER (DAY)	$	166.00
HIP/CHEST WADERS (DAY)	$	19.00
LEVEL A AIR SUIT (REPLACEMENT)	$	1,245.00
LEVEL A AIR SUIT (USAGE) (DAY)	$	335.00
NOMEX COVERALL, LIMITED WEAR DISPOSABLE (FLASH PROTECTION) (DAY)	$	55.00
ORGANIC VAPOR METER (DAY)	$	123.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Safety & HazMat Equipment *(Continued)*		
PERSONAL FALL PROTECTION DEVICE (1 PERSON HOIST) (DAY)	$	15.00
pH METER (DAY)	$	123.00
PHOTOIONIZATION DETECTOR (PID) - MULTIRAE (DAY)	$	123.00
PORTABLE EYE WASH (DAY)	$	33.00
POSITIVE/NEGATIVE AIR TANK BLOWER (DAY)	$	253.00
RAIN GEAR (EACH)	$	26.00
RESPIRATOR, AIR PURIFYING (DAY)	$	71.00
SARANEX SUIT (EACH)	$	34.00
TYVEK SUIT (EACH)	$	24.00
VENTURI AIR HORN (DAY)	$	105.00
Marine Response Equipment		
BOOM RENTAL, LARGE (OVER 6" X 6") (PER FOOT PER DAY)	$	3.00
BOOM RENTAL, SMALL (6" X 6") (PER FOOT PER DAY)	$	2.00
BRUSH SKIMMER 18" - up to 40gpm Capacity (**Requires powerpack; billed separately**) (DAY)	$	855.00
BUDA I WORK BARGE (DAY)	$	4,297.00
BUDA II VACUUM BARGE (DAY)	$	5,211.00
COMMAND VESSEL (DAY)	$	1,271.00
DRUM SKIMMER 12" - up to 15gpm Capacity (**Requires Pneumatic supply; billed separately**) (DAY)	$	627.00
DRUM SKIMMER 24" - up to 50gpm Capacity (**Requires powerpack; billed separately**) (DAY)	$	1,087.00
FLOAT SUIT (DAY)	$	108.00
JOHN BOAT; NO MOTOR (DAY)	$	45.00
JOHN BOAT WITH OUTBOARD MOTOR (DAY)	$	333.00
LIFE JACKET (DAY)	$	37.00
LIGHTED MARKER BUOY WITH ANCHOR (DAY)	$	43.00
OIL MOP SKIMMER (***Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately***) (DAY)	$	401.00
ROPE MOP SKIMMER (***Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately***) (DAY)	$	399.00
OUTBOARD UTILITY VESSEL (DAY)	$	541.00
PONTOON WORK BOAT WITH MOTOR (DAY)	$	1,368.00
WEIR SKIMMER (Slickbar Slurp or Acme Circular) (**Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately**) (DAY)	$	257.00
WORK BOAT (20'), TWIN ENGINE (DAY)	$	1,087.00
Pumps and Ancillary Equipment		
FUEL FOR HYDRUALIC POWERPACKS		Cost + 30%
ADAPTS PUMPING SYSTEM (DAY)	$	3,629.00
ADAPTS PUMPING SYSTEM ***WITH ZONE II POWERPACK*** (DAY)	$	5,368.00
HIGH CAPACITY PUMPING SYSTEM (DAY)	$	4,486.00
HIGH CAPACITY PUMPING SYSTEM ***WITH ZONE II POWERPACK*** (DAY)	$	6,225.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Pumps and Ancillary Equipment *(Continued)*		
AIR DIAPHRAGM PUMP, 2" (DAY)	$	110.00
AIR DIAPHRAGM PUMP, 3" (DAY)	$	180.00
CENTRIFUGAL PUMP, 2" (DAY)	$	177.00
CENTRIFUGAL PUMP, 3" (DAY)	$	217.00
CENTRIFUGAL PUMP, 4" (DAY)	$	253.00
CHEMICAL TRANSFER EQUIPMENT CONTAINER (DAY)	$	771.00
DISCHARGE HOSE, ADDITIONAL (per foot) (DAY)	$	4.00
ELECTRIC SUBMERSIBLE PUMP, 2"-3" (DAY)	$	173.00
FIRE MONITOR (used with pumping system) (DAY)	$	2,633.00
HOT TAP UNIT (DAY)	$	1,515.00
HYDRAULIC FLOW CONTROL SPLITTER (DAY)	$	457.00
HYDRAULIC HOSE, ADDITIONAL (per foot) (DAY)	$	4.00
KMA 333 SKIMMER COLLAR - FLOATING WEIR 150GPM CAPACITY NOTE: (***Requires pump and powerpack; billed separately***) (DAY)	$	1,719.00
MARINE FENDER (5' X 10') (DAY)	$	290.00
MISC. STEAM FITTINGS (KIT) (DAY)	$	422.00
POWERPACK (DAY)	$	1,640.00
POWERPACK - ***ZONE II*** (DAY)	$	3,379.00
STEAM COIL (DAY)	$	350.00
STEAM EQUIPMENT CONTAINER (DAY)	$	540.00
STEAM HOSE (PER FOOT) (DAY)	$	4.00
SUBMERSIBLE PUMP, ADDITIONAL (DAY)	$	1,087.00
TANK TAP/6" VALVE, EACH TAP (DAY)		Cost + 30%
TAP BIT REPLACEMENT (DAY)		Cost + 30%
TRASH PUMP, 2" (GAS POWERED) (DAY)	$	180.00
TRASH PUMP, 3" (GAS POWERED) (DAY)	$	180.00
TRASH PUMP, 4" (GAS POWERED) (DAY)	$	217.00
TRIPOD, ADDITIONAL (DAY)	$	183.00
Consumables		
ACID PADS (GREEN 100/BALE) PER BALE (EA)	$	43.00
BSM BARRIER SPILL MAT WITH RUBBER BACKING (36" X 100') ROLL (EA)	$	131.00
BAILER, 3/4" (EA)	$	9.00
BAILER, 1 1/2" (EA)	$	11.00
BARRICADE TAPE (3" X 1000') - PER ROLL (EA)	$	25.00
BUCKET (EA)	$	16.00
CARBIDE HOLE SAW BLADES (EACH)	$	150.00
CHEMICAL TAPE (PER ROLL)	$	59.00
CLOTH DUCT TAPE (PER ROLL)	$	9.00
CRUDE-X, PER GALLON (EA)	$	64.00
CUNO FILTER REPLACEMENT PACK (EA)	$	195.00
DRIP PANS WITH PILLOWS, PER PAN (EA)	$	11.00
DRUM LABEL (EA)	$	2.00
DRUM LINERS (EACH)	$	2.00
DRUM, 55 GALLON (STEEL, RECONDITIONED) (EA)	$	57.00
FILTER CHANGE (NEGATIVE AIR MACHINE) (EA)	$	64.00
FSI FILTER BAG REPLACEMENT (EA)	$	18.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Consumables *(Continued)*		
HAZMAT / UNIVERSAL PADS (YELLOW 100/BALE) PER BALE (EA)	$	42.00
IRRIGATION HOSE (4" x 100' ROLLS) (EA)	$	104.00
IRRIGATION HOSE (6" x 100' ROLLS) (EA)	$	278.00
LESS THAN 10 CLEANING SOLUTION, PER 55 GALLON DRUM (EA)	$	3,315.00
LESS THAN 10 CLEANING SOLUTION, PER GALLON (GAL)	$	64.00
METAL-X, PER GALLON (GAL)	$	64.00
OVERPACK, 95 GALLON (EA)	$	273.00
PIPE-X, PER GALLON (GAL)	$	64.00
PILLOWS / HAZMAT / UNIVERSAL / ACID (YEL OR GRN 12/CS) PER CASE (CS)	$	100.00
PUMP SPRAYERS (EACH)	$	46.00
PUSHBROOM (REPLACEMENT) (EA)	$	70.00
RAGS (PER POUND)	$	2.00
RAG RUG CARPET (36" X 100') ROLL (EA)	$	70.00
RESPIRATOR CARTRIDGES - TYPE GME P100 (PER PAIR)	$	40.00
RESPIRATOR CARTRIDGES - TYPE: MERSORB (PER PAIR)	$	72.00
ROLL OFF BOX LINER (4.0 mil) (EA)	$	42.00
ROPE (3/8" POLY, 600 FEET PER SPOOL) - (PER SPOOL)	$	128.00
RUBBERIZER 2.25" X 50' BOOM (EACH)	$	650.00
RUBBERIZER 2.25" X 50' BOOM (PER DRUM)	$	3,300.00
RUBBERIZER 3.25" X 50' BOOM (EACH)	$	1,100.00
RUBBERIZER 3.25" X 50' BOOM (PER DRUM)	$	3,000.00
RUBBERIZER PARTICULATE (50 LB. BOX)	$	1,000.00
SAMPLE JAR (40 ML) (EA)	$	4.00
SAMPLE JAR (4 0Z) (EA)	$	5.00
SAMPLE JAR (8 0Z) (EA)	$	5.00
SAMPLE JAR (16 0Z) (EA)	$	7.00
SAMPLE JAR (32 0Z) (EA)	$	8.00
SCRUB BRUSH (REPLACEMENT) (EA)	$	35.00
SHOVEL (REPLACEMENT) (EA)	$	40.00
SOCK / HAZMAT / UNIVERSAL (YELLOW 40/CS) PER CASE (CS)	$	126.00
SODA ASH (PER BAG) (EA)	$	38.00
SORB-ALL, PER 40 LB. BAG (EA)	$	13.00
SPC 510 SORBENT BOOM, PER BALE (EA)	$	193.00
SPC 810/813 SORBENT BOOM, PER BALE (EA)	$	360.00
SIR 36 SORBENT CARPET (36" x 300'), PER ROLL (EA)	$	488.00
SORBENT PADS (100/BALE), PER BALE (EA)	$	133.00
VISQUEEN (4.0 MIL, 100 FT ROLL) (EA)	$	111.00
VISQUEEN (6.0 MIL, 100 FT ROLL) (EA)	$	175.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item	Rate
Reimbursable Costs	
ANALYTICAL SERVICES	Cost + 30%
DISPOSAL SERVICES	Cost + 30%
LODGING, AS APPLICABLE	Cost + 30%
LOSS/DAMAGE TO EQUIPMENT BEYOND NORMAL WEAR AND TEAR	Cost + 30%
MATERIALS	Cost + 30%
PER DIEM (VARIES BASED ON THE FEDERAL PER DIEM RATES AS PUBLISHED BY THE US GENERAL SERVICES ADMINISTRATION - http://www.gsa.gov)	VARIES BY LOCATION
SUBCONTRACTORS	Cost + 30%
TRAVEL (AIR FARE, TAXI, CAR RENTAL), AS APPLICABLE	Cost + 30%

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

EXHIBIT C
INSURANCE REQUIREMENTS

Effective on or before the effective date of this Contract, and continuing without interruption during the term of this Contract, 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 to the Administering Service Area/Unit at least ten days prior to the expiration date.

Marine Pollution Control
MPC Environmental

Statement of Qualifications and Experience

Marine Pollution Control Corporation
8631 West Jefferson
Detroit, Michigan 48209 USA

equipment including, but not limited to, compressors, generators, hydraulic fluid reservoirs, engines, transformers and other equipment as part of a facility-wide PCB oil investigation at an Air Force Base in Dayton, Ohio.

An Overview of Our Philosophy and History

Marine Pollution Control Corporation (MPC) was founded in 1967 in Detroit, Michigan. Incorporated one year later, MPC was the first spill cleanup corporation in the Great Lakes region and one of the very first in the nation. Conceived as a highly mobile, rapid-response company, MPC has evolved from the early years of oil pollution cleanup into a fully equipped and experienced company capable of providing effective solutions to its client's hazardous material transportation, industrial services and spill response requirements.

As an innovator in oil and hazardous materials response operations, MPC developed many of the devices and methodologies that are now standard industry practice. These include the earliest use of commercial aircraft to transport personnel and equipment promptly to spill locations, and the use of state-of-the-art communications systems to support field operations and maintain effective command and control in the field.

Since the early1970s, MPC has led the way in testing and utilization of portable high capacity pumping systems during marine casualty, industrial maintenance and municipal support operations. Our work in the research and development of innovative transfer techniques and equipment has resulted in numerous successful projects, preventing millions of gallons of oil and hazardous materials from contaminating the environment. Today, our emergency high capacity pumping systems and transfer crews are stationed at key strategic ports around the world and have responded to emergency situations under the most strenuous of conditions.

A high regard for safety and training has always been paramount to MPC's philosophy and daily operations. Close attention to the proper identification, recovery, packaging and transportation of hazardous materials allows us to successfully perform high-hazard projects on a daily basis. To stay abreast of the most current technologies and regulatory requirements that define our industry, MPC supervisory and field personnel attend regular seminars and classes to maintain a comprehensive understanding of their respective fields of expertise. A constant of this formula is our long-standing policy of conducting a Health & Safety assessment and crew briefing prior to each and every project we undertake, and ensuring that the protocols established in that assessment are a priority until the project is successfully completed.

In order for MPC to provide effective spill response capabilities under our numerous response agreements, MPC maintains a network of qualified subcontractors throughout all regions of the United States and overseas. These resources can be immediately mobilized by MPC to provide initial response personnel and equipment to a remote location, or can be brought in as a project increases in scope or complexity. During such operations, MPC maintains constant communication with the supervisory personnel on site - and with our client - so that the mission objectives are consistently met. We hold our subcontractors to the same high standards we require of ourselves, and monitor their efforts to achieve effective cost control.

All this serves to illustrate the variety and depth of Marine Pollution Control's capabilities in managing hazardous materials during emergency response operations or industrial maintenance projects. We at MPC feel that when dealing with your environmental concerns, there is no substitute for experience and integrity, and we work hard to maintain those standards.

Services Offered

24-Hour Emergency Response Operations – Land- and Water-Based

MPC's Emergency Response Services Group responds to hundreds of environmental emergencies each year. From small projects

- Low-Flash Products and Viscous Oil Transfers
- Flood Control, By-Pass Operations, and Firefighting Support Capabilities
- Worldwide Logistic and Support Subcontractor Network (Salvage Masters, Marine Chemists)
- High-Head and Long Distance Transfers
- Portable Hot-Tapping and Underwater Transfer Capabilities
- Pump and Pumping System Design, Manufacturing, Testing and Sales
- Worldwide Equipment Locations (refer to page 7)

Industrial Maintenance and Hazardous Materials Transportation Services

MPC's Industrial Maintenance Group and Hazardous Materials Transportation Division specialize in providing cost effective solutions to your environmental compliance and industrial cleaning requirements. Experienced project managers and technicians who understand the importance of maintaining your

Certifications and Training

HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course
Confined Space Entry – Eastern Michigan University
Confined Space Rescue – Eastern Michigan University
Radiation Worker Training for Nuclear Power Plant Operations
Incident Command System (ICS)

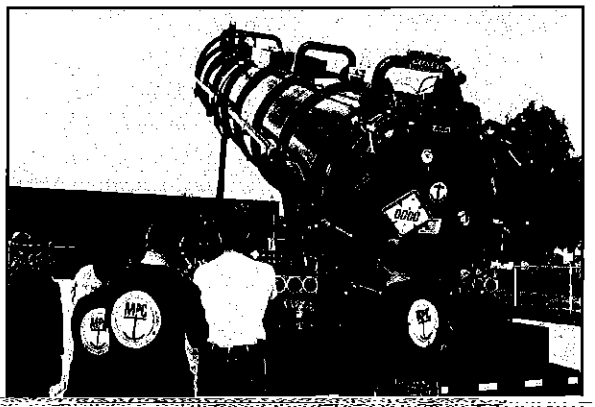
Achievements

- Provided management for large scale PCB removal and decontamination at an auto facility. Arranged for methodology, verification, and disposal of large volumes of waste material.
- Provided emergency response to a pipeline failure, releasing gasoline into the surrounding soil and creek. Developed and implemented safety and work plans for the containment and recovery of free product, including removal of contaminated soils. Managed all phases of sample retrieval, analysis, and subsequent transportation and disposal of resulting waste streams.
- Provided emergency response to a pipeline rupture, releasing crude oil into surrounding soils and sewer system. Developed and implemented safety and work plans for the removal of contaminated soils, containment and recovery of free product, and flow restriction in the sewer system.
- Directed the cleaning of above-ground storage tanks with capacity of over one million gallons each. The tanks contained F-series tank bottom sludge. Developed, implemented, and maintained site safety plan, confined space entry protocol, and work plan.
- Provided emergency response to a ruptured underground gasoline storage tank. Site safety and work plans were designed and implemented. Directed contaminated material removal, sampling and analysis of wastes, and recovery of free product.
- Provided immediate response to a gasoline tanker explosion on a heavily traveled freeway. Successfully initiated and implemented wetlands protection from gasoline spill. Completed site restoration to DNR standards.
- Provided emergency response to nuclear power plant turbine failure. Coordinated removal and transfer of radioactive water and debris from basement area through the use of radiation filtration and deionizing units. Assisted in the safe transport and discharge of waste products recovered during the operation.

"Affiliations Section" below). The Marine Response Alliance provides emergency lightering, emergency towing, firefighting and salvage services in all USCG COTP zones of the US.

- MMPD, WCD1, WCD2, WCD3 (refer to "OSRO Certificates" section for COTP Zones serviced)
- Worldwide Spill Response Services
- Nationwide Owned and Dedicated Equipment
- PREP Exercise Design, Facilitation and Performance (Equipment Deployment Drills, Table-Top Drills, Unnanounced Drills – Complete Documentation for Annual Compliance Reviews)
- Vessel and Facility Response Plan Review and Consultation
- MPC Equipment Maintained to OPA'90 Requirements

HAZMAT, ICS and Related Training Services



MPC's Training Services group conducts a wide variety of specialized training courses with an emphasis on regulatory compliance and a "hands on" approach to hazardous materials response, readiness and awareness. Our Detroit, Michigan, training facility accommodates up to 35 students comfortably, or the classes can be held at a facility you choose. Experienced and qualified instructors teach all of our courses and successful attendees receive certification for their participation. Course

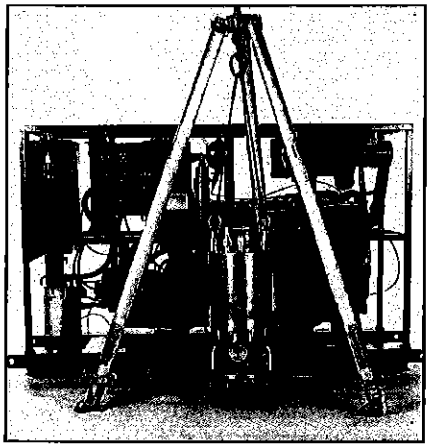
OSHA 16-Hour Asbestos Awareness Training
Risk Based Corrective Action Training
Confined Space Entry and Rescue
Incident Command System (ICS)

Achievements

- Project Manager during oil removal operations at abandoned oil processing facility – 2006
- Project Manager on numerous soil excavation efforts, including the loading, transport, and disposal coordination for soils impacted by PCB's, hydrocarbons, and other hazardous and non-hazardous substances. Part of responsibility in these endeavors revolved around interfacing with regulatory authorities on Client's behalf to assist in determining clean-up and closure criteria.
- Project Manager/Geologist on major pipeline company work site. Conducted additional subsurface investigation and currently operating a large scale groundwater and product recovery system at the site of a pipeline leak. Currently in the design phase for soil remediation.
- Flint Area School District. Conducted subsurface investigation following the removal of underground storage tanks. Currently working on a corrective action plan for the MDEQ designing a groundwater remediation system.
- Project Manager/Geologist: Responsible for off-site drilling to determine the extent of hydrocarbon contamination in soils and groundwater at a maintenance facility for a large transportation company. Helped to design, install and operate an SVE/Air sparge system. Currently working on Closure Report.
- Project Manager/Geologist: On-going remediation projects for a major oil company. Includes product recovery and air stripping systems.

- Comprehensive Documentation and Analysis of Operational and Compliance Objectives
- Daily Tracking and Reporting of Project Status
- Daily Tracking and Reporting of Project Accounting
- Single Point of Contact Ensuring Client Satisfaction

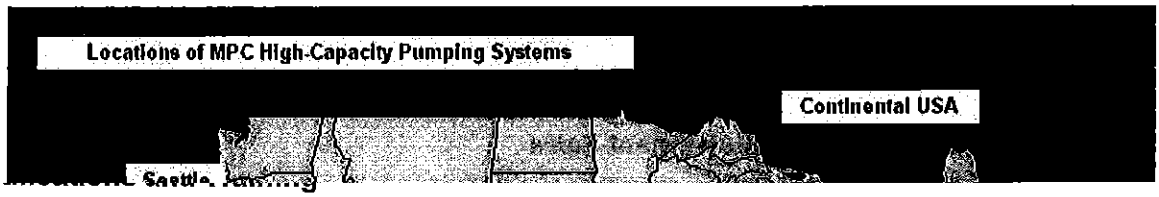
Environmental and Response Equipment Sales



MPC's Product Sales division provides direct sales and equipment application consultation to our clients based on a comprehensive understanding of the most effective technologies on the market today. Our sales personnel are available to assess your needs over the phone or in person, and specialize in delivering containment, recovery and remediation solutions that are both economically and environmentally sound. In addition to providing the equipment or products that best suit your applications, MPC can install the material at your site (or teach your personnel how to do so) and can provide routine maintenance checks at your facility to ensure that they are functioning properly.

- High Capacity Pumps and Pumping Systems (MPC's KMA 333 Model Pump)
- Containment Booms and Ancillary Equipment
- Debris Barriers and Turbidity Curtains
- Recovery Systems (Skimmers, Vacuum Systems, Rope Mops, etc.)
- Response Trailers and Spill Kits
- Secondary Containment Systems and Packaging (Overpacks, LabPacks)
- Absorbent Products (Pads, Booms, Carpets, Sweeps)
- Chemical Remediation Products (PCBs, Mercury, Heavy Oils, etc.)
- System Design, Installation and Personnel Training

Locations of MPC's High-Capacity Pumping Systems



HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course
SCUBA School International – Master Diver
State of Michigan Wastewater Treatment and Lagoon Operator
Risk Based Corrective Action Training
Confined Space Entrant Emergency Response Training
American Red Cross – First Aid/CPR/AED

Memberships/Affiliations
National Groundwater Association, Member since 1993

Achievements

- 2007 to present. MPC Project Manager on numerous environmental safety regulations for an electrical transmission company. Responsibilities include serving as liaison with industry and governmental agencies, organizing waste removal, scheduling subcontractor activities and equipment audits, oversee environmental and safety inventory use in client facilities, conduct sampling procedures, emergency response investigations and cleanups, reporting and submittals.
- Continuously overseeing numerous environmental affairs for one of MPC's largest clients, an electrical transmission company.
- Responsible for oversight and job coordination of the electrical utility's daily environmental maintenance activities.
- Responsible for the development and the day-to-day implementation and oversight of electrical utility's waste management policy.
- Responsible for the development of utility's spill response and notification procedure. Assisted in development of the utility's internet based spill tracking software.
- Responsible for the development of numerous environmental policies and procedures for the electrical utility.
- Responsible for the development of training program catered toward the electrical utility's environmental procedures.
- Responsible for the development and management of the utility's Material Safety Data Sheet (MSDS) Program.
- Responsible for disposal and transportation logistics of decommissioned electrical equipment for the utility.
- Responsible for the management of utility's environmental records, including development of electronic database.

DAVID USHER
CEO

Qualifications
Founder of Marine Pollution Control (MPC), the first spill cleanup organization and one of the first in the United States. Supervised the cleanup of numerous major and minor spills of oil and hazardous materials worldwide.

Education
Admiral Farragut Academy
Wayne State University – Detroit, MI

Memberships/Affiliations
President, Spill Control Association of America (SCAA)
President, International Spill Control Organization (ISCO)
Director, Marine Response Alliance
Vice Chairman, American Society for Testing Materials (ASTM), Group F-20
Director and Past President, Liquid and Industrial Waste Haulers and Processors

Certifications and Training
HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course

Achievements
Information Systems (GIS). Majority of experience is with Trimble GPS data collection

- 1984 – Senior Advisor during the lightering of the *M/T Mobil Oil*, Portland, Oregon
- 1978 – Conceived and developed the High-Capacity Emergency Off-Loading System (HOS-E), delivered paper on same at IOPPEC in Hamburg, Germany
- 1978 – Senior Advisor during attempted off-loading of the *Amoco Cadiz*, Brest, France

Skills

- Entrepreneur and pioneer of technical equipment in the emergency oil spill cleanup with national patents on oil recovery/spill cleanup products and equipment (land and marine).
- Techniques in leadership and training of senior personnel in the industry.
- Knowledge and procedures on safety in the work place and industry.

CHARLES USHER

President

Qualifications

Experienced HAZMAT responder with an educational background in environmental studies and business management. Mr. Usher is responsible for all company management and operational elements.

Education

Bachelor of Arts, Environmental Studies (minor Business Administration) – University of Michigan

Memberships/Affiliations

Hazardous Materials Control Resources Institute
Environmental Management Association
Past President Liquid and Solid Industrial Control Association
Michigan Association of Environmental Professionals
Michigan Environmental Contractors and Consultants Association
Detroit Economic Club
Greater Detroit Chamber of Commerce
Michigan Chamber of Commerce
Director, Marine Response Alliance
Mold Remediation Training
Incident Command Systems Training

Certifications and Training

HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course

Achievements

- Administrative supervision of MPC response crews in emergency situations including contract finalization, subcontracting, licensure and legal review and insurance review.
- Team member during development, consummation, and ongoing management of the Marine Response Alliance (MRA), a join-venture undertaken by MPC and Crowley Marine Services. Marine Pollution Control, Detroit, Michigan;
- 1991 became the Executive Vice-President responsibilities included management and/or closely with the USCG and USEPA
- Supervisor on a USEPA chemical spill remediation project resulting from a fire at a plating facility in Detroit, Michigan
- Pump supervisor for a large scale gasoline pipeline emergency spill response in Jackson, Michigan
- Release Facilitator for a major utility company in Michigan
- Supervisor for ongoing confined space entry rescue services at a local wastewater treatment plant.
- Supervisor on several cleanup efforts involving bloodborne pathogens
- Pump operator on several product transfer/removal project, including petroleum products, low flash materials, and hazardous materials.

- 1978 to 1980, Recovery Technician as a part-time employee, responsibilities included field work for emergency spill response, industrial maintenance, tank cleaning, PCB remediation, and waste transport.

DR. MANIK S. SARDESSAI

Vice President, Technical/Environmental Affairs, and Director of Training

Qualifications

Responsible for all elements of corporate Health and Safety Program, including the development and enforcement of Site-Specific Health & Safety Plans (SSHASPs) in support of emergency operations and scheduled projects. Manager and primary educator for MPC's in-house and client training program, since September 6, 1995. Teaches HazWoper courses (OSHA 1910.120). Provides technical advise on chemicals; use, handling, recovery, transport, remedial procedures and actions, and supervision during responses involving chemicals.

Education

Wayne State University – Ph.D. in Chemistry
University of Bombay – M.S. & B.S. in Chemistry (Honors)

Memberships/Affiliations

American Chemical Society
Chemical Transportation Advisory Committee (CTAC) (USCG, USA)
Participating Member of ASTM
Member, Technical Advisory Team, LEPC, Wayne County
Council to International Oil Spill Control Organization (ISCO)

Fellowships/Honors

National Institutes of Health
Medical Research Council of Canada
Michigan Heart Association
Health, Education and Welfare
Comprehensive Cancer Center of Metro Detroit
Teacher of the Year Award - 1995

Certifications and Training

HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course
Nuclear, Biological and Chemical Response – US Army School, Fort McClellan, Alabama
Blood-borne Pathogens
Confined Space Entry and Attendant
Hazards Materials Transportation (DOT)
Incident Command System (ICS)

Achievements

- Developed, wrote and enforced numerous Site Specific Health & Safety Plans (SSHASPs) in support of MPC operations (emergency response and scheduled projects)
- Responsible for MPC's in-house and client training program, including development and oversight of all course content and compliance with applicable local, state and federal regulations.
- Responsible for the management and oversight of MPC's worker Medical Monitoring program.
- Responsible for D.O.T. licensure and related regulatory compliance issues

- Evaluating analytical reports and interpreting results, and filing disposal approvals for transported wastes.
- Advised and supervised segregation, profiling, and disposal of chemicals at Chemical Manufacturing Companies involved in major fire (1995 and 2001).
- Develops and obtains disposal approvals for transported wastes.

Walter J. Putman, Jr.

Vice President & General Manager

Qualifications

Responsible for corporate administrative management, planning and direction. Responsible for contract negotiation, review, execution and management. Development, analysis and implementation of corporate policies and procedures. Development, analysis and implementation of published rate schedules. Information Technology and Network Administration responsibilities. Interaction with all levels of staff, customers, vendors and business contacts. Problem identification and management at all levels. Personnel management including hiring and firing responsibilities.

Education

University of Phoenix – Masters in Business Administration (2009)
University of Phoenix – B.S. Business Management and Marketing (2001)

Certifications and Training

HAZMAT Responder (OSHA 29 CFR1910.120) – 40 Hour & Annual 8-Hour Refresher Courses
Supervisor & Safety (OSHA 29 CFR 1910.120)
Confined Space Entry and Rescue (OSHA 29 CFR 1910.146)
Incident Command System (ICS) (OSHA 29 CFR 1910.120)
Black Mold Remediation Course

Achievements

- Project Management of a $0.5MM industrial maintenance program at a major automobile manufacturing, multiple-plant complex, in Saginaw, Michigan.
- Successful response to and completion of multiple orphan container rapid remediation projects throughout Michigan.
- Project Management of multiple emergency spill response and planned remediation projects including chemical and fuel spills, UST removals, container removals and waste transportation.
- Implementation of a comprehensive environmental sampling program which included performance test sampling for a mobile Thermal Desorption Unit in Cincinnati, Ohio.
- Lead a crew a year-long, multi-phase, multi-task drum excavation, drum sampling, drum staging and waste blending project for over 18,000 drums of hazardous wastes at a landfill in Metamora, Michigan.
- Lead technologists in collection, and tracking of sample locations and analytical results on a site characterization sampling effort for the USEPA at an abandoned steel facility in Kokomo, Indiana.
- Lead a drum excavation, drum sampling, and drum staging project for over 5,000 drums of hazardous wastes for the USEPA at an illegal burial site in Romulus, Michigan.
- Developed and implemented a sampling program which included trial burn sampling for a mobile Thermal Destruction Unit, sampling for wastewater discharge permitting, performance of moisture content analysis for feed soil and TDU residuals, and providing data management for the on-site incineration of approximately 12,000 tons of polychlorinated biphenyl (PCB)-contaminated soil in Rose Township, Michigan.

- Provided data management and collection of samples for over 400 above ground storage tanks of varying sizes, and over 300 drums which contained a variety of chemicals such as methyl mercaptan, 480K, dioxins, vinyl chloride, cyanides and acids at a USEPA Superfund Site in Nitro, West Virginia.

order to capture and contain any material which may resurface during that time period. MPC crews will return to the project location on a weekly basis to confirm the absence of any further material. Once both the City and MPC personnel are confident no other material remains, the booms will be removed from the river, be processed through final decontamination and all project activities will be completed.

JIM KEMENY

Director - Operations

Qualifications

Experienced HAZMAT response manager who has participated in over 1,000 spill response operations and managed hundreds of industrial services projects. Mr. Kemeny is responsible for the oversight and management of all land- and water-based operational activities at MPC. He has been member of the MPC team since February 1979.

Education

Eastern Michigan University
Red Anchor Institute

Memberships/Affiliations

Regional Operations Manager, Marine Response Alliance

Certifications and Training

HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course
Incident Command System (ICS)
Confined Space Entry/Confined Space Rescue

Achievements

- 2005 - Hurricane Katrina – New Orleans, LA – Led MPC team mobilized to dewater a massive berm surrounding an oil company tank farm.
- 2002 – Mystery Spill – Detroit, MI – Team leader for response to an uncontrolled release of oil on the Rouge and Detroit rivers involving over a hundred response personnel.
- 2001 – Plating Facility Fire – Detroit, MI – Supervisor during post-fire spill response and remediation involving recovery of cyanides, acids and metals.
- 2001 – Suspected Anthrax – USEC & Midwest – Member of MPC WMD/Unknown Substances Team – responding to numerous potentially bio-hazardous incidents.
- 2000 – Gasoline Pipeline Failure – Jackson, MI – Managed logistical and base support during spill response subsequent operations.
- 2000 – Transredes Pipeline Spill – Oruno, Bolivia – Managed US-based logistical support of MPC team of response supervisors, technical advisors, and operations coordinators.
- 1997 – Airliner Crash – Monroe, MI – Member of leadership team directing recovery of aircraft debris, fuel oils, and hazardous materials.
- 1996 – PCB Spill Response – Salem Township, MI - Member of incident command team responding to electric transformer fire causing release of 21,000 gallons of PCB contaminated oil
- 1995 – Chemical Facility Explosion/Fire – Savannah, GA – Managed headquarters support during response operations.
- 1995 – Blast Furnace Blow Down – Detroit, MI – Supervised MPC industrial services team in specialized cleaning of blast furnace
- 1994 – Oil Spill, San Juan, Puerto Rico – Supervised spill clean-up crews following release of 618,000 gallons of oil by a tank barge which had run aground
- 1990 – Aquatic Plant Removal – Lake Saint Clair, MI – Team leader for innovative operations resulting in the removal of 7,000 tons of seaweed from shorelines and canals, reducing dangerous levels of bacteria and aiding recovery of the local economy.

- 1990 – M/V Jupiter – Bay City, MI – Key member of MPC team responding to explosion aboard a vessel transporting gasoline and the resulting fire.
- 1989 – Oil Spill – Valdez, AK – Managed logistics and base operations during MPC response to Exxon Valdez grounding and the oil spill in Prince William Sound.
- 1987 – Jet Fuel Spill – Romulus, MI – Lead responder for clean-up of 30,000 gallon spill of Jet-A fuel at Detroit Metro Airport.

WILLIAM E. HAZEL III

Director, Marine Services

Qualifications

Responsible for the development, production and publication of corporate literature, field operational reports and advertising. Primary coordinator for logistic functions during major projects, since January 7, 1991.

Education

Wayne State University

Certifications and Training

HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course
Incident Command System (ICS)
Environment Canada – Shoreline Cleanup Assessment Team (SCAT) Training

Achievements

- 2006/7 – Administrative and Logistics Manager during salvage of vintage tug Boat SENECA from environmentally pristine beach on Lake Superior, MI
- 2006 – Technical Consultant and Project Manager for submerged oil recovery operation to facilitate barge salvage – Belle Chasse, LA.
- 2006 – Logistics and Administration Manager during fuel removal operations in response to the grounding of the APL Panama – Ensenada, Mexico.
- 2005- Member of Technical Specialist Team that advised the USCG on oil spill response methodologies during response to hurricane Katrina – New Orleans, LA.
- 2005 – Member of Spill Management Team (Planning Division) during response to barge explosion and salvage operation, Chicago, IL.
- 2004 – Logistics and Administration on site during emergency lightering of vessel Athos I, Philadelphia, PA.
- 2004 – Logistics and Administration during response to 2 "mystery spills" on the Rouge River, Detroit, MI.
- 2002 – Logistics and planning documentation for Alkylate transfer operation, Delaware City, DE.
- 2002 – Logistics and planning documentation responsibilities for oil spill response, Mystery Spill, Detroit, MI.
- 2001 – Pumping technician during transfer of 260,000 gallons of sulfuric acid subsequent to fire at refinery, Delaware City, DE.
- 2001 – Project documentation and reporting, HAZMAT spill response and remediation project at plating facility subsequent to fire, Detroit, MI.
- 2001 – Pumping technician during transfer of 1 million gallons of gasoline from storage tank subsequent to floating roof failure, Martinsville, IL.
- 2000 – Project accounting and documentation, gasoline containment, recovery and remediation operations subsequent to pipeline failure, Jackson, MI.
- 1998 – Logistics and project documentation during oil removal operations from "Ghost Fleet" vessel at MARAD berth, Fort Eustis, VA.
- 1998 – Project accounting and documentation during response to Florida wildfires, Eastern Florida.
- 1997 – Project accounting and documentation during oil spill response at auto manufacturing facility, Buffalo, NY.

- 1996 – Project logistics during oil spill response subsequent to air-borne release of vacuum-bottoms oil, Oregon, OH.
- 1996 – Project accounting and logistics during PCB-contaminated oil spill at electrical utilities substation, Salem Township, MI.
- 1996 – Project documentation during unique underwater oil spill response operation, Detroit, MI; Developed white paper in coordination with USCG – COTP/Detroit for inclusion in International Oil Spill Conference.

JAMES WALKER

Fleet Manager

Qualifications

Extensive experience in industrial maintenance projects, including project evaluation and bidding, environmental compliance and operational oversight. Responsible for scheduled and emergency maintenance of MPC's response equipment inventories and rolling stock, since January 22, 1990.

Education

Eastern Michigan University

[redacted]

- Manager on numerous soil excavation efforts, including the loading, transport, and disposal coordination for soils impacted by PCB's, hydrocarbons, and other hazardous and non-hazardous substances. Part of responsibility in these endeavors revolved around interfacing with regulatory authorities on Client's behalf to assist in determining clean-up and closure criteria.
- Project Manager on numerous AST/UST removals, which included the excavation, removal and remediation of surrounding soils, as well as tank cleaning and in-place closure when tank removal could jeopardize the integrity of surrounding structures.

TIMOTHY P. MCNULTY

Project Management Group Leader

Qualifications

Responsible for coordination and oversight of MPC's Project Management Group, which handles complex projects requiring specialized client and/or regulatory agency liaison, since August 26, 1991.

Education

University of Michigan, Dearborn – B.S. Environmental Studies
University of Michigan – Hazardous Water Management Training

Memberships/Affiliations

National Environmental Health Association
Association of Groundwater Scientists and Engineers
Division of National Groundwater Association
Water Government Federation

Certifications and Training

HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course
Radiation Safety Training Program for Density Gauges

The company drew personnel and equipment from its Spill

recovery operation to recover oil that had become entrapped

under a floating dry-dock.

During the event, oil impacted shorelines presented considerable hazards to response personnel. In order to address these difficult conditions, MPC designed and assembled a Mechanical Arm Pressure Washing System. The device increased operational productivity and lessened responder exposure to the risks presented by oiled rocks and debris in the recovery site.

- Project Geologist: Investigation/Remediation of airplane crash site. Worked with Local, State, and Federal officials to develop extensive sampling plan for soil, groundwater, and surface water. Worked with officials to develop and implement a
- Site Remediation Work Plan. In charge of all on site activities and reporting. Site remediated and restored to Local, State, and Federal guidelines.
- Project Manager/Geologist: Supervised the removal of several large underground storage tanks (USTs) for a large manufacturing facility. Performed verification sampling for soil and underground and submitted all reports per MDEQ Part 213 specifications.
- Project Manager/Geologist: Investigation/Remediation of large-scale PCB spill for a major utility company. Worked with Local, State, and Federal Officials to develop Sampling and Remediation Work Plans. Assisted in sampling of soils and surface water over a two-mile stretch of impacted land in accordance to MDEQ Part 201 specifications. Worked on design, installation, and operations of a large-scale pump and treat system. Site was remediated and restored to Local, State, and Federal guidelines.
- Project Manager/Geologist: Phase I, Phase II, and BEA site investigations for several local large and small-scale businesses and lending institutions. Conducted site inspections, subsurface investigations, sampling, and reporting, as well as historical background checks and review of appropriate records.
- Project Manager/Geologist: Large-scale PCB clean up for Big 3 automaker. Worked on design, installation, and operations of large-scale pump and treat system. Worked to develop and implement PCB sampling plan. Responsible for all reporting.

TIMOTHY P. SCHALLHORN

Project Manager

Qualifications

Responsible for coordination and oversight of MPC's Project Management Group, which handles complex projects requiring specialized client and/or regulatory agency liaison, since April 23, 2007.

Education

Central Michigan University – B.S. Earth Science and Oceanography

Certifications and Training

All this serves to illustrate the variety and depth of Marine Pollution Control's capabilities in managing hazardous materials during emergency response operations or any other project. We at MPC feel that when dealing with your environmental concerns, there is no substitute for experience and integrity, and we work hard to maintain those standards.

- Performs annual Environmental Audits of utility's properties and on any newly acquired assets.
- Assisted in the development of utility's Spill Prevention Control and Countermeasure (SPCC) Plans.
- Assisted in development of utility's chemical inventory, which is basis for annual State and local government community right-to-know reporting.
- Responsible for oversight of subsurface investigations at 2 properties owned by electrical utility and associated reporting and Due Care Plans.
- Responsible for conducting radiological investigation and evaluation of health affects associated with some of the utility's transmission assets.
- 1995-2007 Director of Systems Operations for Environmental Consulting firm. Manage and maintain environmental projects throughout the United States. Responsibilities include operation and maintenance, general contracting, budgeting, and client education on environmental issues for compliance with government regulations.
- 1991-1995 System Specialists for the hydrogeology and field service departments. Responsibilities included design, install, and maintain environmental treatment systems throughout the state of Michigan.
- 1988-1991 Environmental Evaluations Air quality technician for a major chemical manufacturing company (Michigan Division). Responsibilities include organizing air samples collections and sample submittals for process facilities.

Skills

- Techniques in usage of various soil, surface water, and electrical equipment sampling equipment.
- General knowledge and procedures on safety in the work place and industry.
- General knowledge on local, state, and federal environmental regulations.
- Computer program proficiency in Microsoft Suite including PowerPoint, Excel, Word, Outlook, Calendar, Meeting and Internet Explorer.
- Advanced knowledge on Geographic Positioning Systems (GPS) and Geographic Information Systems (GIS). Majority of experience is with Trimble © GPS data collection

Catherine Gibbons, CHMM

Environmental Manager

Qualifications

Over 20 years of environmental consulting experience specializing in waste management, environmental due diligence, environmental compliance, and health and safety. Has assisted industrial, academic, non-profit and municipal settings with environmental compliance issues.

Education

Wayne State University, Bachelors of Science – Chemical Engineering– Detroit, MI

Memberships/Affiliations

Michigan Association of Environmental Professionals (MAEP)
Certified Hazardous Materials Managers of Michigan (CHMM-MI)

Certifications and Training

Certified Hazardous Materials Manager (CHMM)
HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course
State of Michigan Licensed Asbestos Building Inspector (Accreditation Number A34316)
Hazards Materials Transportation (DOT)
Confined Space Training

Achievements

- 2008 -2010 – Member of Environmental team of a major utility company to address all aspects of environmental issues including waste management, air emissions, water discharge, asbestos and lead maintenance and asbestos, and other health related issues.
- 2009 – Implemented drum tracking program for customer with multiple accumulation sites including managing time on site, available waste characterization, and disposal status.
- 2009 – Implemented electronic waste analysis tracking program for all MPC customers.
- 2008 – Provided technical support for neutralizing over 1,000,000 gallons of acid impacted storm water for discharge.
- 2008 – Worked with a large non-profit organization to meet outstanding health and safety issues and implemented procedures to maintain compliance.
- 2005 - Worked with a manufacturing company to meet outstanding compliance issues and instituted an environmental compliance filing system to prevent future non-compliant issues.
- 2003- Completed environmental due diligence investigations for a Detroit based health care system for over 15 sites.
- 1993 – Project Manager for the waste removal and cleaning of coating lines and over 1000 drums at a large Detroit industrial complex.
- 1990 – 1994 Lab Packing for various industrial companies and academic institutions for discarded lab sized chemicals

Skills

- Organize and track large amounts of data for filing, reporting, and managing data.
- Familiar with State and Federal Environmental Rules and how they apply to various industries.

Austin McNear
Project Manager

Qualifications
Responsible for the coordination and oversight of MPC's emergency response efforts, including scheduling, response protocol, resource deployment and client liaison, since February 23, 1998.

Education
Henry Ford Community College

Certifications and Training
HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Course
OSHA 8-Hour Asbestos Awareness Training
Confined Space Entry and Rescue
Incident Command System (ICS)
Mercury Spill Response and Clean-up Workshop
Bloodborne Pathogens
First Aid/CPR
Supervisor Training
Transformer Spill Facilitation Training

Achievements
- Supervisor on several Mercury clean-ups involving school systems, medical facilities and industrial sites in Michigan and Ohio
- Supervisor for a three year Mercury clean-up program in residential homes involving a major utility company in Michigan
- Project Manager for a mercury clean up effort throughout the Chicago area/
- Supervisor duties on a large scale oil spill on the Rouge and Detroit Rivers working

[illegible] the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a [illegible] interest policies as stated within the certification section below.

[illegible] a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family [illegible]

Certification: I hereby certify that to my knowledge, there is no conflict of interest involving the vendor named below:

1. No City official or employee or City employee's immediate family member has an ownership interest in vendor's company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor's Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Vendor Name	Vendor Phone Number
Marine Pollution Control	(313) 849-2333
Conflict of Interest Disclosure *	
Name of City of Ann Arbor employees, elected officials, or immediate family members with whom there maybe a potential conflict of interest.	( ) Relationship to employee_____ ( ) Interest in vendor's company _____ ( ) Other

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential [illegible] and it was detected by the City, vendor will be prevent from doing business with the City.

Mike McInchak

Operations Manager

Qualifications

Experienced HAZMAT response manager who has participated in hundreds of spill response operations and countless industrial services projects. Mr. McInchak is responsible for the day-to-day oversight of operational activities at MPC. He has been member of the MPC team since 1988.

Education

MPC Red Anchor Institute
DTE Training Center

Memberships/Affiliations

Regional Response Manager, Marine Response Alliance

Certifications and Training

Incident Command System (ICS)
HAZMAT Responder (CFR1910.120) – 40 Hour and Annual 8-Hour Refresher Courses
Boat Handling/Boom Deployment
Confined Space Entry/Confined Space Rescue
CPR/First Aid
CDL "A" License

Achievements

- 2006 – present; Operations Manager
- 2009 - Facility remediation – Foreman in charge of in charge of field crews on a several month long EPA funded project to remove PCB contaminated oils and equipment from a former steel facility in Trenton, Michigan.
- 2006 – Grounded Container Ship Fuel Removal – Ensenada, Mexico – Member of tactical response team mobilized to in refloating stranded ocean vessel.
- 2006 – Facility remediation – Foreman in charge of all field crews on a several month long EPA / OPA90 funded project to remove imminent threats to the environment from and abandoned oil facility located in Dearborn, MI.
- 2005/6 – Capsized Barge/Submerged Oil Recovery – Gulf of Mexico – Managed logistics for recovery of sunken oil from capsized barge following Hurricane Katrina
- 2004 – Tank Ship Emergency Lightering Operation – Philadelphia, PA – Key member of pump team lightering 1.3 million gallons of crude oil from stricken tank ship in the Delaware River
- 2002 – Mystery Spill – Detroit, MI – Supervisor for response to an uncontrolled release of oil on the Rouge and Detroit rivers involving over a hundred response personnel.
- 2001 – Plating Facility Fire – Detroit, MI – Hazmat team leader during post-fire spill response and remediation involving recovery of cyanides, acids and metals.
- 2001 – Suspected Anthrax – USEC & Midwest – Member of MPC WMD/Unknown Substances Team – responding to numerous potentially bio-hazardous incidents.
- 2000 – Gasoline Pipeline Failure – Jackson, MI – Key responder during spill response subsequent operations.
- 1996 – Steel Foundry Discharge/Recovery of Submerged Oil – Detroit, MI – Member of MPC team which recovered 3,300 gallons of coal tar discharged into the Detroit River.

- 1990 – Aquatic Plant Removal – Lake Saint Clair, MI – Logistics team leader during innovative operation resulting in the removal of 7,000 tons of seaweed from shorelines and canals, reducing dangerous levels of bacteria and aiding recovery of the local economy.
- Ongoing – Supervisor of expert MPC teams responding to mercury, PCB and other chemical spills.

SPILL RESPONSE PLAN

(Diesel Spill Downriver from Argo Dam)

The Ann Arbor fire department has notified Marine Pollution Control Corporation ("MPC") of an approximate 40 gallon diesel fuel spill which has been released from a semi-truck and traveled into the Huron River downstream of the Argo Dam and has also impacted some wildfowl. MPC's objectives are to contain the spill, protect wildlife and the environment, and remediate all spilled and impacted material. Response time to this incident is estimated between 1 – 1.5 hours.

MPC will mobilize two teams to address this spill. The first team will focus on establishing a booming location downstream of the sheen as to prevent any further migration of the diesel fuel. The second team will be comprised of Certified Oiled-Wildlife responders to capture impacted wildlife and begin rehabilitation of those animals. Personnel considered key to the success of this response will be mobilized from the Metro Detroit area and include but are not limited to: Dr. Manik Sardessi, Walter Putman, Jim Kemeny, James Walker, William Hazel, and Austin McNear. Their resumes are included in this proposal.

As noted, boom will be installed downstream of the location of the sheen. A twin engine workboat will be utilized to install both containment and absorbent boom on the river. The boom encounter angles will be set at high flow levels to account for maximum anticipated flow that will be encountered. Skimming equipment will also be utilized to recover floating material. The MPC crew will move upstream to place containment boom at the location where the spilled material is entering the river; this will be done in order to prevent any further migration of material.

After containment boom has been established, the MPC crew will proceed to the location where the spill initiated and begin cleanup efforts on impacted areas. This is anticipated to include asphalt, concrete and drainage systems. MPC will utilize hot water pressure washers to wash remaining diesel fuel from the asphalt and concrete surfaces as well as to flush out drains in which the material has travelled. At the discharge point, vacuum / skimming equipment will be utilized to collect material that has been flushed out.

Concurrent to the above operations, the wildlife team will be capturing impacted wildfowl and treating them with absorbent materials and mild detergents to remove fuel from the animals. The animals will be placed in cages and moved to a staging and treatment location where the animals will continue to receive treatment and care over the next few days of the rehabilitation and recovery period. MPC's will utilize existing relationships with wildlife rehabilitators, specialists, and veterinarians to ensure the health and recovery of the birds. Wildlife that has been rehabilitated to the point they can again survive in the wild, they will be released. Another

important aspect of this portion of the response is to prevent more wildlife from being contaminated. It is know that waterfowl can be attracted by oil sheen on the surface of the water, using deterrent activities also known as "hazing" MPC can help prevent further waterfowl from being contaminated.

Liquid material recovered from the spill will be transported in tanker trucks to appropriate waste treatment and disposal facilities capable of handling these types of materials; laboratory testing of the material may be required to facilitate disposal approvals.

Solid material impacted by the spill will be placed into 55-gallon drums for transport to a disposal facility capable of processing these types of waste materials. If there are significantly impacted solid materials, it may be necessary to utilize roll-off containers for this material.

Once all response activities have been completed, the MPC crew will demobilize from the site. However, containment boom will remain in place for a minimum of 2-4 weeks as a precaution in

Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Establishment name

City Detroit

Describe the case

Classify the case

(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case: (G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	Enter the number of days the injured or ill worker was: Away From Work (days) (K)	On job transfer or restriction (days) (L)
Customer Job Site	Puncture Wound				X	0	0
Customer Job Site	Chemical Burn				X	0	0
Customer Job Site	Heat Stress		X			1	0
Customer Job Site	Back Strain		X			10	3
Customer Job Site	Bruised Ribs				X	0	0
	Page totals	0	2	0	3	11	3

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Page 1 of 1

WILDLIFE RESCUE SERVICES – OIL AND HAZMAT INCIDENTS

When oil or hazardous materials spills occur, the potential for contamination to local wildlife is a reality that must be addressed by response personnel. If animals may be or have already become contaminated, state and federal agencies whose missions are the protection of our environment quickly respond, and laws and regulations require that immediate attention is paid to protecting animals from hazards, and rehabilitating those who have been affected.

Marine Pollution Control (MPC), a full service oil and hazardous materials spill response organization with 40+ years experience in the field, has made a commitment to protection of wildlife during spill response operations by making its field operatives aware of what to look for when conducting operations, and how to conduct response operations in a manner that minimizes potential hazards to local wildlife. Additionally, we have a Certified Oiled Wildlife Responder on staff, and have developed established working relationships with wildlife rehabilitators, specialists, scientists, veterinarians, and volunteers.

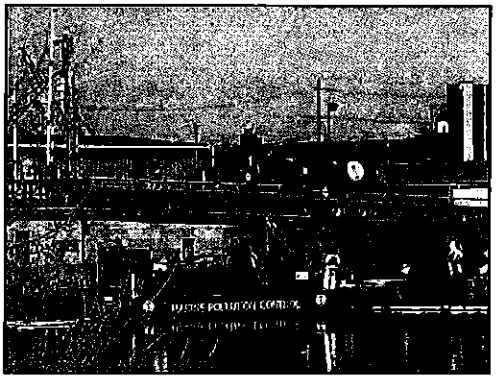
The care of contaminated animals is a highly complex and multi-disciplinary process, one which MPC, with its expertise in environmental operations and technical background, is qualified to help facilitate. We have participated in capture operations, hazing and deterrent activities, have established and maintained animal treatment centers, and have conducted volunteer training sessions resulting in the successful rehabilitation of large colonies of impacted wildlife.

For more information contact us any time.

MARINE POLLUTION CONTROL

8631 West Jefferson Detroit, Michigan 48209

CASE STUDY: RESPONSE TO "MYSTERY SPILL"



Project Description: **Oil Spill Response**
Location: Detroit, Michigan, USA

Project Summary:

The USCG contracted with MPC to respond to an uncontrolled release of oil on the Rouge and Detroit Rivers. The area of impact reached from the confluence of the two rivers in Southwest Detroit as far as Point Mouillee at the northwest corner of Lake Erie (a distance of over 20 miles from the spill's point of origin).

As prime contractor for the U.S. Coast Guard responding to the spill, MPC mobilized most of its own personnel during the effort, and brought in several trained subcontractors from its world-wide support network. During the height of the operation, MPC had over 100 trained response personnel on site, over 13,000 feet of containment boom in the water, and up to 19 vacuum trucks and/or skimmers in operation.

Recovery operations continued for over thirty days, during which time over 68,000 gallons of oil were recovered from the rivers' surface. An additional 4,000 gallons of oil was recovered in the form of contaminated debris (over 98 tons of solid wastes were eventually collected and disposed of).

In addition to performing the cleanup on behalf of the USCG, MPC also assisted the U.S. Environmental Protection Agency (EPA) in their efforts to locate the source of the spill by conducting confined space entry activities into local sewers to detect and sample the effluent streams. To date, no responsible party has been clearly identified for this spill event.

1. The containment of the spill, so as to avoid the spilled substance from advancing towards or entering into the Huron River

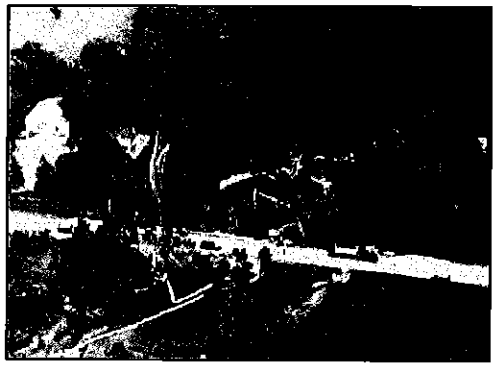
2. The rescue of wild life, if impacted with the diesel fuel

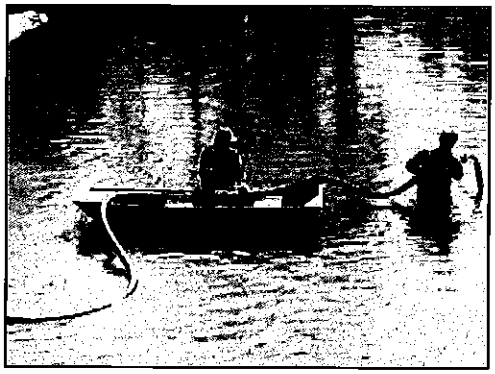
3. The remediation of the impacted soil.

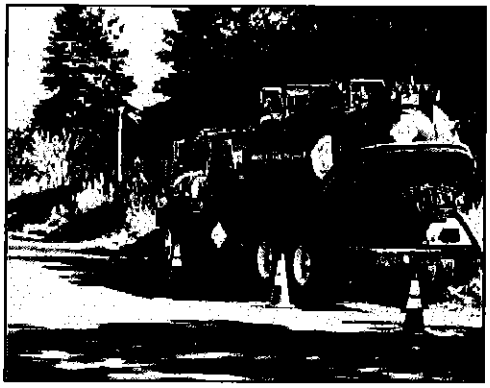
Upon arrival at the spill site:

A. A team scout, under the direction of the Supervisor, would survey the area for hazards

CASE STUDY:
EMERGENCY SPILL RESPONSE







Project Description: **Gasoline Pipeline Spill Response**

Location: Jackson, Michigan, USA

Project Summary:

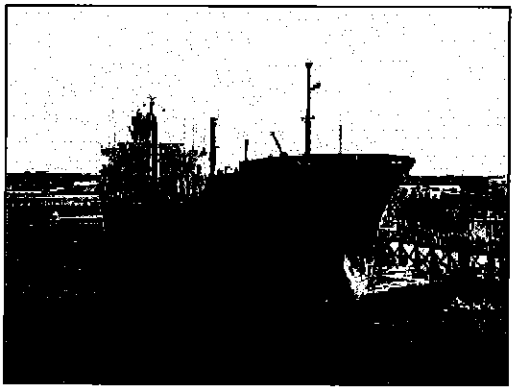
A failure at a "Tee" junction on a 16" pipeline resulted in the release of approximately 75,000 gallons of unleaded gasoline into a nearby marsh and small creek. The spill, one of the largest in the state's history, forced the evacuation of 2,000 people from 600 homes in the downstream vicinity of the pipeline.

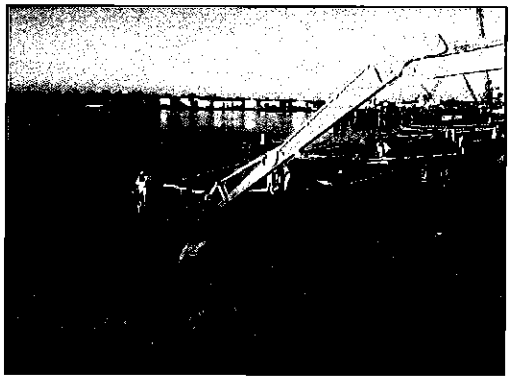
MPC was called out to provide initial response activities including containment and recovery operations, and was subsequently designated by the Responsible Party as the primary response contractor during the extended recovery and remediation operations. At the height of the project, MPC had over 60 personnel on site, as well as numerous vacuum recovery systems, high-capacity transfer pumps, storage devices for free-floating product, and contaminated debris removal equipment.

Project highlights included a bypass operation that facilitated the removal of contaminated debris and soils from the creek and the design and installation of absorbent/filtration systems to deal with recontamination caused as gasoline was released from the marshy areas upstream of the creek.

All operational evolutions were conducted under stringent health and safety and security protocols, and were carried out with no reportable injuries to crewmembers.

CASE STUDY:
OIL SPILL RESPONSE





Project Description: **Oil Spill Response**
Location: Portland, Maine, USA

Project Summary:

A tanker struck the Million Dollar Bridge in Portland harbor and spilled 170,000 gallons of No.2 heating oil.

MPC was contracted to provide field supervisors, foremen and recovery technicians who performed multiple operations at the site including off shore skimming, protective booming and shoreline cleanup.

The company drew personnel and equipment from its Spill Control Association of America (SCAA) contractor network to develop its response team, performing all the requisite functions of providing operational and health and safety oversight, administrative support and logistics. These subcontracted support services included a HAZMAT-trained diving team that conducted a pressure washing and manual recovery operation to recover oil that had become entrapped under a floating dry-dock.

During the event, oil impacted shorelines presented considerable hazards to response personnel. In order to address these difficult conditions, MPC designed and assembled a Mechanical Arm Pressure Washing System. The device increased operational productivity and lessened responder exposure to the risks presented by oiled rocks and debris in the recovery site.

STATEMENT OF AVAILABILITY/APPROACH

Founded in 1967, Marine Pollution Control ("MPC") is a full service oil and hazardous materials spill response organization with 40 years' experience in the field. MPC was the first spill cleanup corporation in the Great Lakes region and one of the very first in the nation. Conceived as a highly mobile, rapid-response company, MPC has evolved from the early years of oil pollution cleanup into a fully equipped and experienced company capable of providing effective solutions to its client's hazardous material transportation, biohazard cleanup, industrial services and spill response requirements. MPC is a United States Coast Guard (USCG) classified Oil Spill Removal Organization and is OSRO #003 in the USCG's classification matrix.

As an innovator in oil and hazardous materials response operations, MPC developed many of the devices and methodologies that are now standard industry practice. These include the earliest use of commercial aircraft to transport personnel and equipment promptly to spill locations, and the use of state-of-the-art communications systems to support field operations and maintain effective command and control in the field.

MPC's response teams are available 24 hours a day, 7 days a week and respond to over 500 spills annually; including many major spill incidents and cleanup efforts. Key response personnel live in close proximity to our dispatch office in Detroit and can also mobilize from home if closer to the response area. The estimated response time to Ann Arbor is between 1 and 1.5 hours.

Multiple tasks will be managed by MPCs team of trained, experienced and educated field supervisors. Each task will have a separate supervisor to ensure that work is performed safely and efficiently. These supervisors will also ensure that accountability and quality control will be maintained. MPC requires personnel at every level to participate in our corporate safety training

proper levels of PPE. All personnel working on this project shall follow proper personal hygiene practices; this includes washing of all exposed skin areas with soap and water before and after any and all breaks. Use chemical protective clothing, as necessary. On site monitoring and on-going site evaluation is encouraged until this project is completed. ***Personnel shall focus on their assigned tasks and shall work in teams at all times (no "mavericks").***

NOTE 1: *Certain vapors emitted by the fuel could be heavier than air and settle in low areas and pits. Vapors may accumulate and travel to distant ignition sources and flashback. Do not cut, drill, grind, weld or perform any such activities that could lead to generation of sparks. Eliminate all ignition sources. Use explosion-proof ventilation as needed to control vapor concentrations.*

NOTE 2: *Project Managers/Site Supervisors are designates of the Corporate Health & Safety Administrator and shall be responsible for the safety of their personnel.*

Attachments

Human Resources Information/Conflict of interest Disclosure

CITY OF ANN ARBOR
LIVING WAGE ORDINANCE
DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that employers providing services to the City or recipients of grants for financial assistance (in amounts greater than $10,000 in a twelve-month period of time) pay their employees who are working on the City project or grant, a minimum level of compensation known as the **Living Wage**. This wage must be paid to the employees for the length of the contract/project.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from the Ordinance. If this exemption applies to your firm, please check below:

______ This company is exempt due to the fact that we employ or contract with fewer than 5 individuals.
______ This non-profit agency is exempt due to the fact that we employ or contract with fewer than 10 employees.

The Ordinance requires that all contractors/vendors and/or grantees agree to the following terms:

a) To pay each of its employees performing work on any covered contract or grant with the City, no less than the living wage, which is defined as $12.0/hour when health care is provided, or no less than $14.18/hour for those employers that do *not* provide health care. It is understood that the Living Wage will be adjusted each year on April 30, and covered employers will be required to pay the adjusted amount thereafter. The rates stated above include any adjustment for 2013.

b) Please check the boxes below which apply to your workforce:

☐ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage without health benefits Yes______ No_____

OR

☒ Employees who are assigned to *any covered* City project or grant will be paid at or above the applicable living wage with health benefits Yes ✓ No_____

c) To post a notice approved by the City regarding the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.

d) To provide the City payroll records or other documentation as requested; and,

e) To permit access to work sites to City representatives for the purposes of monitoring compliance, investigating complaints or non-compliance.

The undersigned authorized representative hereby obligates the contractor/vendor or grantee to the above stated conditions under penalty of perjury and violation of the Ordinance.

Marine Pollution Control
Company Name

8631 W. Jefferson Detroit, MI 48209
Address, City, State, Zip

[illegible] (313) 849-[illegible]

- **Develop an Emergency Action Plan (EAP)** - Identify Medical Facilities and routes, Site First Aid location(s), Public Safety Contacts for Emergency Medical Services, Fire, Police (emergency and general business numbers), the fire extinguisher locations to be used on site, and evacuation routes. Post the *EAP and Emergency contacts, with respective Phone Numbers,* in a conspicuous location. *Make the SSHASP, along with daily "tailgates/job briefings", readily available.*

Project Manager/EIC (IC):

Responsibilities: Identify Project Mission, Goals, & Objectives (define the problem/scope of work, plan the tasks, execute the plan, monitor & control progress, close the project). This position is responsible for all of the projects daily operations and interface with the client representative.

Duties: TBD / Designated Representative. (mobile)

CITY OF ANN ARBOR PROCUREMENT OFFICE
HUMAN RIGHTS CONTRACT COMPLIANCE FORM

Form #2

Local Office (Only those employees that will do local or on-site work, if applicable)

Name of Company/Organization: Marine Pollution Control — Date Form Completed: 11/25/14

Name and Title of Person Completing this Form: Etesha Rodgers/HR Director — Name of President: Charles Usher

Address: 8631 W. Jefferson (Street address) Detroit (City) MI (State) 48209 (Zip) — County: Wayne — Phone #: (313) 849-2333 (Area Code)

Fax#: (313) 849-1623 (Area Code) — Email Address: dgoeddeke@marinepollutioncontrol.com

EMPLOYMENT DATA

Job Categories	Number of Employees (Report employees in only one category)												
	Male						Female						
	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaska Native	White	Black or African American	Asian	Hispanic or Latino	Native Hawaiian or Other Pacific Islander	American Indian or Alaskan Native	TOTAL COLUMNS A-L
	A	B	C	D	E	F	G	H	I	J	K	L	
Exec/Sr. Level Officials	5		1										6
Supervisors	10	1					1	1					13
Professionals	3	1					1	2					7
Technicians													
Sales	2		1										3
Admin. Support							7	1	1				9
Craftspeople	2												2
Operatives	5	2											7
Service Workers							1						1
Laborers/Helper	11	3											14
Apprentices													
Other													
TOTAL	38	7	2				10	4	1				
PREVIOUS YEAR TOTAL	38	6	2				8	2	1				

1/12

Questions about this form? Call Procurement Office: (734) 794-6576

AAF-2

ATTACHMENT D

Vendor Conflict of Interest Disclosure Form

- Make changes in Site Specific Health and Safety Plan as operations require.
- Responsible for daily enforcement of the SSHASP.
- Assist the project manager in reporting and investigating all accidents.
- Implement daily tailgate safety meeting.

Health and Safety

INDEX

HEALTH AND SAFETY PLAN

HEALTH AND SAFETY PLAN

INDEX

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	3
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
11	3
(K)	(L)

Injury and Illness Types

Total number of...	(M)		(M)
(1) Injury	5	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Establishment information

Your establishment name: Marine Pollution Control/ MPC Environmental

Street: 8831 W. Jefferson Ave.

City: Detroit State: Michigan Zip: 48209

Industry description (e.g., Manufacture of motor truck trailers)
Environmental Services, Remediation, Haz. Waste Transportation

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
4 9 5 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
5 6 2 9 1 0

Employment information

Annual average number of employees: 54

Total hours worked by all employees last year: 110,479

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Manik Sardessai — Company executive
ON BEHALF OF MPC

VP, Technical/Envin — Title

313-849-2674 — Phone

24-Jan-11 — Date

DART = 3.62 EMR = 0.72

blood pressure, be irritating to your eyes, nose, throat and respiratory tract. It may also cause blurred vision, photophobia, and pulmonary edema (accumulation of fluid in lungs), and affect nervous system. The diesel fuel no 2 contains aromatic hydrocarbons and Poly Nuclear Aromatics (PNA), which has been designated as a carcinogen depending upon the duration of the exposure. Some of the effects that have been noted in case studies include headache, light-headedness, anorexia (loss of appetite), poor coordination, and difficulty concentrating. Breathing diesel oil vapors for a long time may damage kidneys, increase your blood pressure,or lower blood's ability to clot.

In case of fire, diesel fuel no 2 has potential for producing oxides of carbon, nitrogen, and sulfur.

Wash with soap and water, at least for twenty minutes, if the skin comes in contact with the oil. Also, when in contact with eyes, flush with plenty of water for 20 minutes. For the exposure of oil by inhalation, move to fresh air followed by medical attention.

Electrical Hazards

- Electrical shock can cause severe body damage. Avoid down power lines and report immediately. If you find yourself near energized areas ground moisture will pass current over long distances, use the "shuffle" to escape these conditions (***NEVER*** *lift your feet, electricity will arc to the body*).

WHEN WORKING AROUND FLAMMABLE OR EXPLOSIVE MATERIAL NO SMOKING, OPEN FLAME, OR ANY SPARK PRODUCING OBJECTS/MATERIAL WILL BE ALLOWED WITHIN 50' OF THE WORK SITE.

General / Equipment Site Hazards

- **Lighting** - Work areas must have adequate lighting for employees to see and identify hazards (5-foot candles) minimum comparable to a single 75-100 watt bulb). Personnel should carry flashlights in all normally dark areas for use in the event of a power failure. Applicable OSHA standards for lighting - 29 CFR 1910.120 (m) - shall apply.

- **Electrical Power-** All portable electrical equipment must have a ground fault circuit interrupter as part of the circuit. All equipment must be suitable and approved for the class of hazard. Applicable OSHA standards for electrical - 29 CFR 1926 Subpart "K" shall apply.

- **Walkways, etc.** - Damaged and deteriorated buildings often contain unguarded walkways, doors, i.e. where a fall potential exists. These areas must be roped off, guarded or signs posted to prevent employee use or passage.

- **Shoreline work** – All work within 5 feet of the shoreline requires personnel to wear Personal Floatation Devices (PFD) and if 4 feet or greater above the lower surface fall protection equipment.

SITE SPECIFIC
HEALTH & SAFETY PLAN

CUSTOMER: TBD,
Ann Arbor, MI

PROJECT: Diesel Spill Cleanup

PRIMARY CONTRACTOR:
MARINE POLLUTION CONTROL
8631 WEST JEFFERSON
Detroit, MI 48209, U.S.A.
1-800-521-8232

EMERGENCY PHONE NUMBERS

- **CUSTOMER REPRESENTATIVE: TBD**

  PHONE:

  MOBILE:

  EMERGENCY:

  FAX:

- **POLICE: 911**
- **FIRE: 911**
- **AMBULANCE: 911**
- **POISON CONTROL (24 HOUR) HOT LINE: 1-800-764-7661**
- **CHEMTREE: 1-800-424-9300**
- **NATIONAL RESPONSE CENTER: 1-800-424-8802**
- **MARINE POLLUTION CONTROL "MPC" DISPATCH: 1-800-521-8232**

  1-313 -849-2333 (24 H)

- **HOSPITAL**

  ADRESS: University of Michigan Hospital
  1500 E Medical Center Dr
  Ann Arbor, MI 48109

  PHONE: (734) 936-4000

TABLE OF CONTENTS

Deposit equipment used on-site (tools, sampling devices and monitoring instruments, radios, etc.) on plastic drop cloths. These items must be decontaminated or discarded as waste prior to removal from the exclusion zone.

Station 2: Outer Boot and Outer Glove Wash and Rinse

Scrub outer boots and outer gloves with decontamination solution or detergent water Rinse off using large amounts of water.

Stations 3 / 4: Outer Boot, Glove and Outer Garment Removal

Remove outer boots and gloves. Deposit in container with plastic liner all disposable outer boots. Store in a clean dry place all non-disposable outer boots. Remove the Chemical Resistant outer garments and deposit in container lined with plastic material. Dispose of splash suits as necessary.

Caution: Avoid contact with outer portion of Outer Protective Garment.

Station 5: Respiratory Protection Removal (WHEN IT IS NECCESSARY)

Remove hard-hat, face-piece, and if applicable, deposit SCBA on plastic sheets. APR cartridges will be discarded as appropriate. Wash and rinse respirator at least daily. Wipe off SCBA and store in safe place.

Station 6: Inner Glove Removal

Remove inner gloves. Deposit in container for disposal.

Station 7: Field Wash – personal hygiene wash

Thoroughly wash hands and face with soap and water, prior to eating smoking or using

01.	SITE DESCRIPTION

Location: Huron River downstream of Argo Dam

Background: On December 1st, shortly before noon, Marine Pollution Control MPC received a call from Ann Arbor Fire Department to respond to a diesel spill release due to damage to the saddle tank on a vacuum truck. The spilled diesel was travelling towards the Huron River.

Objective: The response would include containment of the diesel, cleanup of the diesel impacted area, and remediation of the diesel impacted soil. There is a potential for the wildlife, including geese, to get impacted with the diesel fuel.

Scope of the project:

Diesel Fuel 2 is a lightly colored liquid with a specific gravity of less than 0.88. The flash point of the liquid is in the range of 125 to 1450F. It is mainly composed of petroleum residue hydrocarbon mixture with carbon contents of C_{10} to C_{22}, hence a strong hydrocarbon odor. The chemical constituents could be highly flammable.

Marine Pollution Control Corporation MPC personnel will travel to the spill area for immediate containment of the spill, so as to restrict the flow of diesel from entering Huron River. A part of the response team will ensure minimal impact, if at all, on wildlife with the diesel fuel.

The scope of the project could include
:

1. The containment of the spill, so as to avoid the spilled substance from advancing towards or entering into the Huron River
2. The rescue of wild life, if impacted with the diesel fuel
3. The remediation of the impacted soil.

Upon arrival at the spill site:

A. A team scout, under the direction of the Supervisor, would survey the area for hazards and personnel safety, and perform tailgate safety with the crew. The tailgate safety meeting shall include the directions received from the Fire Department personnel present on the site.

B. The equipments could include booms/absorbents, communication units, a pump for oil transfer, hoses of various lengths, generator, lighting kit, decontamination pads, rigging kit to move equipments around, and intrinsically safe equipments where necessary.

C. Identify an appropriate weather window and mobilize personnel and equipment to the work site.

D. Prepare for decontamination and develop safe work practices.

E. Identify work zone control points for the safety of all personnel and assets involved.

F. Closely follow Incident Action Plans provided.

G. Wear appropriate Personal Protective Equipment (PPE); clothing and respiratory protection.

H. Be prepared for collected absorbents and waste from the spill area for off-site transportation and disposal.

I. Establish approved bonding and grounding processes. Test with electrical meter (such as FLUKE Meter). Start pumping slowly so no friction (read "static") builds up. Bond from delivery vessel to receiving vessel and all processes involved such as cranes and associated accessories.

J. Keep away from heat, sparks, flames, static electricity, and other sources of ignition when working.

K. Slip and trips are the major causes why persons end up in the water, whether in the process of equipment set or simply walking on the slippery surface of the river banks. Be mindful that the slipperiness due to oily surface makes slipping or tripping, and falling hazard even more serious (Read the Standard Operating Guidelines (SOG) of deck/dock safety attached).

L. ***If working near the river bank, always wear US Coast Guard approved Personal Flotation Device (PFD), or Life Jacket. Take extreme care when working on river banks or while boating and watch for strong currents.***

M. Be aware of the day's weather.

N. Set up work zones before work begins.

O. Use appropriate PPE when applying the bioremediation agent, if needed. Read the MSDS.

P. Decontaminate personnel and equipment before demobilization.

This project is anticipated to operate in Level "B/C/D" using appropriate personal protective equipment (PPE). To a minimum, use NIOSH approved organic vapor cartridges, chemical safety goggles and full face shield. Atmospheric monitoring for the hazards shall dictate the proper levels of PPE. All personnel working on this project shall follow proper personal hygiene practices; this includes washing of all exposed skin areas with soap and water before and after any and all breaks. Use chemical protective clothing, as necessary. On site monitoring and on-going site evaluation is encouraged until this project is completed.* ***Personnel shall focus on their assigned tasks and shall work in teams at all times (no "mavericks").

NOTE 1: *Certain vapors emitted by the fuel could be heavier than air and settle in low areas and pits. Vapors may accumulate and travel to distant ignition sources and flashback. Do not cut, drill, grind, weld or perform any such activities that could lead to generation of sparks. Eliminate all ignition sources. Use explosion-proof ventilation as needed to control vapor concentrations.*

NOTE 2: *Project Managers/Site Supervisors are designates of the Corporate Health & Safety Administrator and shall be responsible for the safety of their personnel.*

NOTE 3: ALL Workers are empowered to STOP WORK when a Health/Safety concern(s) arise that was not addressed during daily Tailgate and Job Briefings. Worker shall contact their immediate supervisor/manager including Clients Management Representative to address the concern. Through observations and communication, all parties involved shall develop, communicate, and implement corrective actions.

NOTE 4: Personnel shall brief MPC Corporate Health & Safety Administrator on the day's activities.

NOTE 5: **WILD LIFE RESCUE**

DUE TO THE PRESENCE OF INTERNATIONAL WILDLIFE REFUGES IN THE VICINITY OF THE OIL SPILL, AREAS INCLUDING GRASSY ISLAND, MUD ISLAND, AND HUMBUG MARSH HAVE POTENTIAL FOR THE IMPACT OF OIL ON THE WILD LIFE.

Marine Pollution Control (MPC) in conjunction with Tri-State Bird Rescue (302-737-9543) will begin the wildlife cleanup operation. The team consisting of Tri-State and MPC will establish operations control/logistics, medical husbandry and cleaning areas within the parameter established by the Incident Command. The oiled wildlife retrieved and delivered to the facility will be provided medical and rehabilitative care.

02.	ON SITE ORGANIZATION AND COORDINATION

MPC Employee in charge (EIC) shall implement the ICS functions necessary for this operation. The EIC shall act as an Incident Commander (IC) and assign respective functions. The unassigned functions shall remain the responsibility of the EIC/IC.

Project Description and Objective:

- Develop and implement a site-specific health and safety plan.
- Mobilize equipment to site.
- Establish work zones (Hot, Warm, and Cold) set boundaries.
- Establish entry/exit near hot zone.
- Establish decontamination station in warm zone.
- Establish and set up cold zone (staging area).
- Designate Rest & Rehabilitation area *R&R* location in the Clean Zone (eating, smoking, and break area) outside warm zone within staging area.
- Conduct ***tailgate*** safety meeting/***hazard analysis*** daily.
- Establish, communicate, and post the Emergency Action Plan (EAP).
- **Develop an Emergency Action Plan (EAP)** - Identify Medical Facilities and routes, Site First Aid location(s), Public Safety Contacts for Emergency Medical Services, Fire, Police (emergency and general business numbers), the fire extinguisher locations to be used on site, and evacuation routes. Post the *EAP and Emergency contacts, with respective Phone Numbers,* in a conspicuous location. *Make the SSHASP, along with daily "tailgates/job briefings", readily available.*

Project Manager/EIC (IC):

Responsibilities: Identify Project Mission, Goals, & Objectives (define the problem/scope of work, plan the tasks, execute the plan, monitor & control progress, close the project). This position is responsible for all of the projects daily operations and interface with the client representative.

Duties: **TBD** / Designated Representative. (mobile)

- Coordinate ALL site activities.
  - Arrange/coordinate project schedules.
  - Identify staging area (work, tool crib & rehabilitation areas).
  - Review daily, weekly, monthly expenditures.
- Identify work zones & perimeters.
- Identify travel routes (for best, safest travel);
  - To & from work site.
  - To & from disposal facility.
- Develop project tasks & time frames for current shift and next operational period.
- Inspect work in progress.
- Review daily field records, reports and other job related paperwork.
- Arrange & ensure adequate amount of equipment (operational and safety) is available at the job site. Reviewing inventory levels forwarded daily and proper fluid inventory for personnel and equipment.
- Enforce company rules and all safety standards.
- Review employee hours for payroll.
- Responsible for daily enforcement of the SSHASP.
- Hold daily tailgate safety meeting.

Health and Safety: Interim / Designated Representative/Site Supervisor.
313-218-0487/810.343/1196

Responsibilities: The Safety Administrator/Officer (SA/O) develops and implements aspects of Safety for the Incident. The SA/O may have assistant, as necessary, and the assistants may also represent as SA/O for other agencies or jurisdictions. Safety assistants may have specific responsibilities, with water/land operations and hazardous materials.

Duties:

- Prepare a site-specific Safety and Health Plan and publish Site Safety Plan summary (ICS Form 208) as required.
- Identify and cause correction of occupational safety and health hazards.
- Continuously monitor workers for exposure to safety or health hazardous conditions.
- Alter, suspend, evacuate or terminate activities that may pose immanent safety or health danger to the workers.
- Take appropriate action to mitigate or eliminate unsafe condition, operation, or hazard.
- Provide training and safety and health information.
- Perform assessment of engineering controls and PPE.
- Comply with OSHA Standards.
- Document both safe and unsafe acts, corrective actions taken on the scene, accidents or injuries, and ways to improve safety on future incidents.
- Participate in planning meetings.
- Identify hazardous situations associated with the incident.
- Review the Incident Action Plan (IAP) for safety implications.
- Exercise emergency authority to stop and prevent unsafe acts.
- Investigate accidents that have occurred within the incident area.
- Assign assistants, as needed.
- Review and approve the medical plan.
- Maintain Unit/Activity Log (ICS Form 214).
- Make changes in Site Specific Health and Safety Plan, as operations require.
- Conduct periodic surveys of in progress operations to determine compliance.
- Enforce company rules and all safety standards.
- Responsible for daily enforcement of the SSHASP
- Assist the project manager in reporting and investigating all accidents.
- Implement daily tailgate safety meeting.

Supervisor: TBD

Responsibilities: Supervises personnel and equipment to accomplish daily assignments per the Project Managers directions and maintains inventory levels for the project.

Duties:

- Perform all functions specified for the Site Safety Officer or alternate in their absence.
- Conduct periodic hazards analysis of the work site to identify unsafe work practices and conditions.
- Supervise ALL on site work activities.
- Prepare daily field records, reports and other job related paperwork.
- Inspect, test, maintain inventory, and accountability of assigned equipment and material.
- Enforce company rules and all safety standards.
- Hold daily tailgate safety meeting.

03.	ON SITE CONTROL

Establishment of a perimeter for security and access control is mandatory. Do not allow non-essential personnel or civilians in, near or around the work site. Follow all Federal Emergency Response Plans, Client, and MPC Operational and Safety plans. These plans require that safe perimeters and control boundaries with signage shall be established in each work/remediation area. **All designated personal protection equipment shall be worn in all warm and hot zones. Eating, drinking, smoking, chewing, or intake of food (anything by mouth demand full decontamination and personal hygiene wash these function/activities shall be done in the cold zone.**

04.	SITE CONTROL AND STANDARD OPERATING PROCEDURES

Work Zones

The purpose for site control is to establish the hazardous area perimeter. Reduce migration of contaminants into clean area. Prevent access and hazardous material exposure to unauthorized personnel. At the end of each workday, the work site shall be secured or guarded, to prevent unauthorized entry. Site work zones shall include:

Exclusion Zone

The exclusion zone shall be considered the **"hot -zone"** or contaminated area inside the site perimeter. Entry to and exit from this zone will be made through a designated control point that all personnel shall routinely use.

Appropriate warning signs, posted regulations and barricades to identify the exclusion zone should be posted **(i.e. "DANGER - AUTHORIZED PERSONNEL ONLY", "PROTECTIVE EQUIPMENT REQUIRED BEYOND THIS POINT", etc.)**

Decontamination Zone

The decontamination zone **(warm – zone)** will provide a location for removal of contaminated personal protective equipment and final decontamination of personnel and equipment. All personnel and equipment should exit only *via* the decon area.

Clean Zone

This uncontaminated support zone or **(cold – zone)** will be the area outside the exclusion and decontamination zones and within the geographic perimeters of the site. This area is used for staging of materials, personnel rehabilitation, sanitation facilities, and receipt of deliveries and smoking/food break area. Personnel entering this zone may include delivery personnel, visitors, security guards, etc., who will not necessarily be permitted in the exclusion zone. There will be one controlled entry/exit point from the clean zone to the decontamination zone.

All personnel arriving in the support zone should, upon arrival, report to the Project Manager or the Site supervisor and sign the site entry/exit log.

05.	HAZARD EVALUATION:

Natural Hazards

- Extreme conditions will become a factor on this project, due to the situations resulting from the seasonal weather conditions. Further, any or the entire as described can be expected – wintery mixed weather take precautions to stay hydrated and to minimize cold weather injuries (Frostbite/frost nip, hypothermia, stray/wild domestic or wildlife. The ground will present fall, slip & trip hazards. Personnel must use every precaution possible - poor hygiene can lead to routes of exposures to health hazards. Cautions shall be taken when working in these conditions.

Physical Hazards

- Weather, debris, uneven terrain, holes in the ground present severe conditions for slip, trip and fall and injury hazards. Human safety shall be the first thought for any activities planned and implemented Heavy lifting and loose overhead objects can cause head and back injuries. Remove any lose or hanging overhead materials using proper lifting technique or lift advantage equipment when heavy lifting is required.

Chemical Hazards

Substance Involved	Concentrations PEL (8hr) STEL	Primary Hazards
Diesel Fuel 2	**OSHA PEL = 10 ppm**	**Inhalation/Absorption Ingestion**

Hazard Classifications

NFPA		HMIS		HAZARD RATING
Health	1	Health	1	0 – Least
Fire	2	Fire	2	1 – Slight
Reactivity	0	Reactivity	0	2 – Moderate
Other	LFL 1%	PPE	"D/C/B"	3 – High
	UFL 6%	**(Read Product MSDS)**		4 – Extreme

Open cuts or wounds provide a point of entry for contaminates and spread of disease/illness.

The Diesel No.2 is composed of a large number of chemicals, including long chain hydrocarbons, particularly alkanes, cycloalkanes, and potential aromatic hydrocarbons. Each class of fuel oil is a mixture of these chemicals existing in different proportions. Some of the chemicals in the oil composition may evaporate into the air when oils are spilled onto soils or surface waters, especially as the temperature rises. Other chemicals in oils may dissolve in water following spills to surface waters. Some of the chemicals in the fuel oils attach to particles in

water and, may sink down into the sediment. The chemicals that evaporate may break down in air by reacting with sunlight, e.g., photo-oxidation, or other chemicals in air. The chemicals that dissolve in water may also be broken down by organisms (primarily bacteria and fungi) in the water. However, this may take up to a year to occur, if ever, depending upon the environmental conditions. Chemicals that attach to soil or other matter (e.g., marsh sediment) may remain in the environment for more than a decade.

Breathing *fuel oil no* 2 vapor for periods as 1 hour may make you feel nauseous, increase your blood pressure, be irritating to your eyes, nose, throat and respiratory tract. It may also cause blurred vision, photophobia, and pulmonary edema (accumulation of fluid in lungs), and affect nervous system. The diesel fuel no 2 contains aromatic hydrocarbons and Poly Nuclear Aromatics (PNA), which has been designated as a carcinogen depending upon the duration of the exposure. Some of the effects that have been noted in case studies include headache, light-headedness, anorexia (loss of appetite), poor coordination, and difficulty concentrating. Breathing diesel oil vapors for a long time may damage kidneys, increase your blood pressure,or lower blood's ability to clot.

In case of fire, diesel fuel no 2 has potential for producing oxides of carbon, nitrogen, and sulfur.

Wash with soap and water, at least for twenty minutes, if the skin comes in contact with the oil. Also, when in contact with eyes, flush with plenty of water for 20 minutes. For the exposure of oil by inhalation, move to fresh air followed by medical attention.

Electrical Hazards

- Electrical shock can cause severe body damage. Avoid down power lines and report immediately. If you find yourself near energized areas ground moisture will pass current over long distances, use the "shuffle" to escape these conditions (***NEVER*** *lift your feet, electricity will arc to the body).*

WHEN WORKING AROUND FLAMMABLE OR EXPLOSIVE MATERIAL NO SMOKING, OPEN FLAME, OR ANY SPARK PRODUCING OBJECTS/MATERIAL WILL BE ALLOWED WITHIN 50' OF THE WORK SITE.

General / Equipment Site Hazards

- **Lighting** - Work areas must have adequate lighting for employees to see and identify hazards (5-foot candles) minimum comparable to a single 75-100 watt bulb). Personnel should carry flashlights in all normally dark areas for use in the event of a power failure. Applicable OSHA standards for lighting - 29 CFR 1910.120 (m) - shall apply.

- **Electrical Power-** All portable electrical equipment must have a ground fault circuit interrupter as part of the circuit. All equipment must be suitable and approved for the class of hazard. Applicable OSHA standards for electrical - 29 CFR 1926 Subpart "K" shall apply.

- **Walkways, etc.** - Damaged and deteriorated buildings often contain unguarded walkways, doors, i.e. where a fall potential exists. These areas must be roped off, guarded or signs posted to prevent employee use or passage.

- **Shoreline work** – All work within 5 feet of the shoreline requires personnel to wear Personal Floatation Devices (PFD) and if 4 feet or greater above the lower surface fall protection equipment.

- **High or elevated work** - All work over 4 feet in elevation or where a fall potential exists will be performed using appropriate ladders and / or fall protection (i.e. body harness and lifeline).

- **Temperature Extremes** - Personnel wearing protective clothing are subject to heat stress, a monitoring program shall be implemented as appropriate. Employees shall have access to break periods and drinking water as necessary.

- **Eye Wash Protection** - All operations involving the potential for eye injury, splash, etc., must have approved eye wash units locally available as per 29 CFR 1910.151 (c).

- **Hearing Protection** – Personnel working within 10 feet of diesel powered equipment shall be provided and wear hearing protection in compliance with the medical surveillance and hearing conservation program. 29 CFR 1910.95

- **Confined Space Work** – ***ALL*** confined space work ***shall*** follow MPC's Confined Space standard operating procedures and OSHA 29 CFR 1910.146 (accompanies this safety plan in the addendum.)

- **Fire Protection/Fire Prevention** - Operations shall be conducted in a manner as to minimize the risk. Non-sparking tools and fire extinguisher shall be used & available. Sources of ignition shall be removed. Utilize intrinsically safe equipment, explosion-proof instruments, and, bonding and grounding equipment to prevent fire or explosion.

- **Utilities** - Overhead and underground utility hazards shall be identified and or inspected prior to conducting operations involving potential contact.

- **Pressure Washing/Water Blasting** - Care and safety precaution shall be followed when conducting water-blasting operations due to high water pressure hazards.

06. ADDITIONAL PROTECTIVE MEASURES

- Eating and smoking permitted in designated areas only.
- *Contact lenses* **shall not** to be worn on site.
- All PPE used on site shall be thoroughly decontaminated or disposed of properly at the end of each workday.

07. MAINTENANCE STORAGE AND INSPECTION OF PPE

- Employees shall inspect and maintain all PPE on a daily and individual basis.
- All personal protective equipment shall be stored in a manner that will prevent damage.
- All equipment is to be inspected thoroughly prior to use. Any defects will be corrected immediately or the equipment shall be taken out of service.

08. DECONTAMINATION PROCEDURES

- Personnel and equipment leaving the exclusion zone shall be thoroughly decontaminated. The decontamination protocol shall be established according to the level of protection being used and set up at the safety meetings following standard decontamination procedures.

- In general, everything that enters the exclusion zone at this site must either be decontaminated or properly discarded upon exit from the exclusion zone. All personnel, including any state and local personnel must enter and exit the hot zone through the decon area. Prior to demobilization, contaminated equipment will be decontaminated and inspected by the MPC project manager or the site supervisor before it is moved into the clean zone. All material that is generated by the decontamination process will be stored in designated area in the exclusion zone until disposal arrangements are made.

- All personnel must sign the **"HOT ZONE ENTRY/EXIT LOG"** when entering and exiting the exclusion zone.

Procedures for Personnel Decontamination

- Decontamination procedures, using soap and < 1% bleach solutions. Applies to all personnel working in the "hot and warm zone".

Station 1: Segregated Equipment Drop

Deposit equipment used on-site (tools, sampling devices and monitoring instruments, radios, etc.) on plastic drop cloths. These items must be decontaminated or discarded as waste prior to removal from the exclusion zone.

Station 2: Outer Boot and Outer Glove Wash and Rinse

Scrub outer boots and outer gloves with decontamination solution or detergent water Rinse off using large amounts of water.

Stations 3 / 4: Outer Boot, Glove and Outer Garment Removal

Remove outer boots and gloves. Deposit in container with plastic liner all disposable outer boots. Store in a clean dry place all non-disposable outer boots. Remove the Chemical Resistant outer garments and deposit in container lined with plastic material. Dispose of splash suits as necessary.

Caution: Avoid contact with outer portion of Outer Protective Garment.

Station 5: Respiratory Protection Removal (WHEN IT IS NECCESSARY)

Remove hard-hat, face-piece, and if applicable, deposit SCBA on plastic sheets. APR cartridges will be discarded as appropriate. Wash and rinse respirator at least daily. Wipe off SCBA and store in safe place.

Station 6: Inner Glove Removal

Remove inner gloves. Deposit in container for disposal.

Station 7: Field Wash – personal hygiene wash

Thoroughly wash hands and face with soap and water, prior to eating smoking or using

Toilet facilities. Shower as soon as possible.

09. EQUIPMENT DECONTAMINATION

Following decontamination and prior to exit from the hot zone, the MPC project manger or a designated alternate shall be responsible for insuring that the item has been sufficiently decontaminated. This inspection shall be included in the site log.

- Position equipment in designated decontamination area.
- Completely scrub down equipment.
- Completely rinse down equipment.
- Repeat steps two and three above as need.
- Move equipment to storage or staging area and allow to air dry.

10. HAZARD COMMUNICATION

- The Marine Pollution Control Hazard Communication Program will be enforced throughout this project for chemicals used on-site

- The hazards associated with the known contaminants could be extracted from general knowledge, analytical/soil reports in possession with the on site supervisor. Contamination exposure shall be discussed with ALL employees prior to the start of this project. Employees will be required to read, understand and sign the Site Specific Health and Safety Plan (SSHASP).

11. EMPLOYEE TRAINING INFORMATION

MIOSHA TRAINING REQUIREMENTS

Management Personnel and General Field Personnel

- 40 Hour of Health and Safety Training as required by 29 CFR 1910.120 (HAZWOPER). Including respirator fit test.

- Current 8 hour HAZWOPER Training.

- Confined space training as required by 29 CFR 1910.146g.

- Contents of SSHASP and Daily Tailgate Safety Meeting.

12. MEDICAL SURVEILLANCE REQUIREMENTS AND PERSONNEL

MONITORING

PARAMETERS

- As a minimum all field personnel must meet the medical surveillance requirements set forth in 29 CRF 1910.120 and Marine Pollution Control Medical Employee Medical Surveillance Program.

13. SITE SPECIFIC PARAMETERS

- Personnel will be visually monitored for symptoms and signs of exposure to specific chemical, in this case oily sludge.

14. FREQUENCY

- Monitoring for those parameters identified above and any exceeding limits derived from analytical reports shall be continuous.

15. COMMUNICATION SYSTEM

- ***Intrinsically protected*** cellular telephone or 2-way radios. External use.
- Satellite digital phones, will have to be utilized until infrastructure is re-established.
- Verbal/Line of sight required.
- Portable repeater for Two-way radio (Out of line of sight). Must be ***intrinsically safe*** when working in explosive, flammable and shock sensitive atmospheres.

Hand signals shall be used if verbal communication is not possible. The following standard hand signs shall be used:

Hand gripping throat.....Out of air, can't breathe.
Grip own or partner's wrist .....Leave area immediately.
Hands on top of head .....Need assistance.
Thumbs up.....Ok, I'm alright, I understand.
Thumbs down.....No, negative.

Line (tug) signals shall be used to communication with entrant when communications fail or are not available. The following standard tag line signs shall be used:

One tug on tag line .....Ok, I'm all right.
Two tugs on tag line.....Advancing.
Three tugs on tag line.....Take up slack.
Four tugs on tag line.....Help! /Get me out!

16. ON SITE EMERGENCY RESPONSE PLAN:

- The Emergency Alert System shall be vehicle horns and/or compressed air horns to notify personnel to stop work and evacuate the area; where work areas do not have an alert system compressed air horns shall be utilized.
- Evacuation routes shall be established in work areas. Evacuation shall be conducted immediately, without regard for equipment under conditions of extreme emergency.
- Evacuation notification shall be utilized to notify personnel to stop work and evacuate the area immediately. The facility emergency alerts system, a continuous blast on vehicle horn, air horn, verbal communication via radio or other signal shall be the designated signal for evacuation.
- Keep upwind of smoke, vapors or spill location.
- The site supervisor will establish the assembly on a daily basis as site conditions dictates. If evacuation is not *via* the decontamination corridor, site personnel should remove contaminated clothing once they are in a safe location. Site supervisor shall conduct a head count to insure all personnel have been evacuated safely.
- Any person injured in the exclusion zone must be decontaminated to the maximum extent possible.

- Any person transported to clinic or hospital for treatment should take with them information on the chemical(s) they have been exposed to at the site.

- Any vehicle used to transport contaminated personnel, shall be tested and clean as necessary.

17.	SITE SECURITY

- Site security duties and responsibility shall be established and assigned prior to start of work and work site departure. Follow Client's protocols while on project.
- At the minimum this shall include a Site Sign In/Out sheet for any visitor entering the site.
- Establish a continuous fence line around the property perimeter, with multiple gates for personnel & equipment. Secure these locations at the end of every day.

18.	PROCEDURES FOR FIRE OR EXPLOSION

- In the event of explosion evacuate the area immediately! Making *All* required contacts as soon as possible while performing head count of personnel.

- In the event of fire emergency follow clients procedures as directed during initial Site Safety Orientation and MPC's procedures:
  Report the fire/pull fire alarm or call:

  GIVE YOUR NAME/LOCATION OF FIRE (ADDRESS)/ PHONE NUMBER YOU ARE CALLING FROM.

  Notify others in the area.
  Inform the site supervisor.
  Size up (fire) if small and attempt to extinguish fire, using correct extinguishing agent. ***If in doubt, account for personnel and stand-by.***
  Remove or isolate flammable or other hazardous materials, which may contribute to the fire.
  Assemble at designated evacuation location determined by site supervisor.
  Take a head count.
  Report incident to Health and Safety Administrator.

19.	PROCEDURES FOR PERSONNEL INJURY

PHYSICAL INJURIES INSIDE THE EXCLUSION ZONE

Non-Life Threatening

- Notify the site ***Safety Officer*** on site.
- Size up the injury.
- Extricate and decontaminate the injured employee, if required.
- Provide first aid as needed.
- Contact medical assistance if needed.

Life Threatening

- Notify other employees in the area. The signal for personnel injury will be verbal.
- Assemble all personnel outside the exclusion area.
- Contact medical assistance and ***Safety Officer.***
- Size up the area where the injury occurred.
- If area is safe, begin first aid procedures.
- If area is unsafe, extricate injured employee.
- Provide rapid decontamination, if needed.
- Wrap injured employee in plastic and continue first aid as needed.

CAUTION

Do not provide Mouth-to-Mouth Resuscitation or perform CPR on a potentially contaminated victim without taking proper precautions to protect the first aid provider.

20. PHYSICAL INJURIES OUTSIDE THE EXCLUSION ZONE

- Notify the site ***Safety Officer***.
- Size up the injury.
- Provide CPR as needed.
- Provide first aid as needed.
- Contact medical assistance or EMS as needed.

21. EMERGENCY PHONE NUMBERS

- **Client Representative:**
- **Command Post:**
- **Police, Fire, Ambulance:**
  911
- **Poison Control 24 Hour Hot Line:**
  1-800-764-7661
- **Chemtrec:**
  1 800 424-9300
- **National Response Center:**
  1-800-424-8802
- **MPC Dispatch:** (313) 849-2333 OR (800) 521-8232

Hospital:
ADRESS: University of Michigan Hospital

PHONE:
Note: For Air lift call 911
Personnel on site are trained in First Aid.

22. DESCRIPTION OF PERSONAL PROTECTIVE EQUIPMENT

The level of protection for this project is designated as Level "C/D". The level of protection for each work zone shall be maintained and decontamination must occur between each work zone. A safety meeting is required prior to the start of each shift. This meeting will specify levels of

protection necessary for each activity. A report of the meeting shall be added to this plan and signed by each field participant.

The following is a brief description of the personal protective equipment, which may be required during various phases of the project. The U.S. EPA terminology for protective equipment will be used; Levels A, B, C and D. Respiratory protective equipment shall be NIOSH-approved and the use shall conform to OSHA 29 CFR Part 1910.134 requirements. Each employer shall maintain a written respirator program detailing selection, use, cleaning, maintenance and storage of respiratory protective equipment.

Level "A" Protection Shall Be Used When:

- The extremely hazardous substance requires the highest level of protection for skin, eyes and the respiratory system;
- Substances with a high degree of hazard to the skin are known or suspected;
- Chemical concentrations are known to be above IDLH levels;
- Biological hazards requiring Level "A" are known, suspected or,
- Unknown organic vapor concentrations range from 500-1,000 ppm.

Level Protection Equipment at a Minimum Shall Consist of:

- Fully encapsulating exposure suit (selected for resistance to chemical (s) at the site);
- Chemical resistant boot covers worn over safety-toe work boots;
- Chemical resistant inner and outer gloves (disposable);
- Pressure demand SCBA or airline system with egress bottles;
- Hard-hat;
- Disposable outer suit (optional);
- Use the **"buddy system"** for site entry personnel and appropriate back-up support personnel.

Level "B" Protection Shall Be Used When:

- The substance(s) has been identified and requires a high level of respiratory protection but less skin protection.
- Concentrations of chemicals in the air are IDLH or above the maximum use limit of an APR with full-face mask;
- Oxygen deficient or potentially oxygen deficient atmospheres (less than 19.5%) are possible;
- Confined space entry requires Level "B".
- Unknown organic vapor concentrations range from 5-500 ppm and a significant skin hazard

is not anticipated.

Level "B" Protective Equipment at a Minimum Shall Consist of:

- Chemical-resistant coveralls: Tyvek suits;
- Steel-toe work boots with chemical-resistant over boots or disposable boot covers;
- Chemical-resistant inner and outer gloves (disposable);
- Supplied air-airline system with 5-minute egress bottle;
- Hard-hat;
- All joints taped with duct tape.

Note: Use of Level"B" personal protective equipment requires use of the **"Buddy System"**.

Level "C" Protection Shall Be Used When:

- the same level of skin protection as Level "B", but a lower level of respiratory protection is required;
- The types of air contaminants have been identified, concentrations measured, and an air-purifying respirator is available that can remove contaminants;
- the substance has adequate warning properties and all criteria for the use of APR respirators has been met;
- 1-5 ppm of unknown organic vapors above background level is anticipated.

Level "C" Protective Equipment at a Minimum Shall Consist of:

- Chemical-resistant coveralls: Tyvek;
- Steel-toe work boots with chemical-resistant over boots or disposable boot covers;
- Chemical-resistant inner and outer gloves (disposable).
- Full-face air purifying respirator (APR) with appropriate cartridges.
- Hard-hat;
- All joints taped with duct tape.

Level "D" Protection Shall Be Used When:

- The atmosphere contains no known hazard; and,
- Work functions preclude splashes, immersion or the potential for unexpected inhalation of, or contact with, hazardous concentrations of harmful chemicals.

Level "D" Protection Equipment at a Minimum Shall Consist of:

- Standard work uniform or coveralls;
- Safety-toe work boots;
- Gloves as needed;
- Safety glasses;
- Splash shield as needed; and Hard-hat.

THE SPECIFIED LEVELS OF PROTECTION SHALL NOT BE CHANGED WITHOUT PRIOR APPROVAL OF THE MPC PROJECT MANAGER AND THE SITE SAFETY OFFICER.

23. ATMOSPHERIC MONITORING AND ACTION LEVELS

According to 29 CFR 1910.120 (h) air Monitoring shall be used to identify and quantify airborne levels of hazardous substances and health hazards in order to determine the appropriate level of employee protection needed on-site.

Routine Air Monitoring Requirements

- Upon initial entry to rule out IDLH conditions;
- When the possibility of an IDLH condition or flammable atmosphere has developed;
- When work begins on a different portion of the site;
- Contaminants other than those previously identified are being handled;
- A different type of operation is initiated;
- Employees are handling leaking drums or containers or working in areas with obvious liquid contamination; and,
- Continuously during scope of work.

SPECIFIC AIR MONITORING REQUIREMENTS (When necessary):

DETECTION DEVICES	COMPOUND(S)	FREQUENCY	COMMENT/ ACTION LEVEL
Combination Four (4) Sensor Monitor	O_2/LEL/H_2S/CO	Continuous	$O_2 \leq 19.5\%$ SCBA mandatory LEL $\geq 10\%$ evacuate & ventilate $H_2S > 10$ppm(evacuate & ventilate) SCBA CO>35ppm(evacuate & ventilate) SCBA
Photo-ionization/Flame-ionization Detection (PID/FID)	Volatile Organic Compounds	Continuous	Reference: MSDS & other available sources
Colorimetric Device	Product Compound Specific	Continuous	Reference: MSDS & other available sources

Bloodborne Pathogen Program

Marine Pollution Control Corporation / MPC Environmental
Bloodborne Pathogens
In accordance with 29 CFR 1910.1030
Policy 100-05

1.0 Policy:

A. In compliance with OSHA and as a dimension of the company=s Health and Safety Program, employees must comprehend the danger and risks associated with bloodborne pathogens.

B. Understanding the procedures and actions that one must follow will greatly reduce the risk of infection as well as death.

2.0 Definitions:

Bloodborne pathogen: Any pathogenic organism in human blood that can cause disease in humans

HBV: Hepatitis B Virus; which is a virus that infects the liver. It is acquired by the exchange of infected blood and saliva.

HIV: AIDS is caused by the HIV virus, which attacks the body=s immune system, destroying your defenses against infection. It is spread when there is an exchange of infected blood and saliva.

Blood: The term human blood components include plasma, platelets, and serosanguineous fluids. An example would be drainage from wounds.

Exposure: The act of condition of coming in contact with, but not necessarily being infected by, a disease causing agent.

Exposure Control Plan: The control plan is the key to the entire standard. It defines which employees are covered by the standard and includes a description of how each requirement of the standard will be accomplished. Coverage under the standard extends to all employees at potential risk of occupational exposure to blood or other infectious material.

Universal Precautions: Concept of infection control which requires that all human blood and other potentially infectious material be treated as if known to be infectious for blood borne pathogens, regardless of perceived allowed risk of a patient or patient population.

Engineering Controls: The mechanical means of eliminating or minimizing employee exposure.

Work Practice Controls: Methods of reducing exposure by changing the way a task is performed. A significant work practice control with respect to reducing exposure is hand washing.

Personal Protective Equipment: The third means of eliminating exposure (after work practice controls). It must be chosen based on anticipated exposure.

Body Substance Isolation: Defines all body fluids and substances as infectious. It incorporates not only the fluids and materials covered by OSHA but expands coverage to include all body fluids and substances.

3.0 Exposure Determinations:

A. Under the OSHA Bloodborne Pathogens standard, A Good Samaritan acts such as an employee assisting a fellow employee or other individual with an injury (e.g. nose bleed) are not covered.

B. In addition, those employees who receive first aid training but are not required to provide first aid as part of their job tasks are not covered.

C. The following list represents activities where employees may have occupational exposure.

(1) Rendering first aid or cleanup of blood from an incident

Note: Each field supervisor shall identify additional job classifications relative to their specific organizational structure and operations.

D. Exposure determination will be made without regards to the use of personal protective equipment.

E. Employees will have access to a copy of the Exposure Control Plan

4.0 Methods of Compliance:

The following practices and procedures will be implemented at the company job sites to minimize or eliminate occupational exposures to job classifications listed above.

A. Universal Precautions

(1) The concept of universal precautions requires us to require our employees to assume all human blood and specified human body fluids are potentially infectious for HIV, HBV and other bloodborne pathogens.

(2) Consequently, employees should avoid any unnecessary exposure to blood or other specified bodily fluids at all times.

B. Engineering and Work Practice Controls

(1) Engineering controls reduce or eliminate employee=s exposures by either removing or isolating the hazard or worker from exposure.

(2) The following engineering and work practice controls hall implemented and enforced:

(a) Employees with lesions, dermatitis or other compromising conditions shall take extra precaution to avoid direct contact with blood or other infectious materials.

(b) Eating, drinking, smoking or handling contact lenses are prohibited in area where there is a reasonable likelihood of occupational exposure.

(c) Employees will wash their hands and skin with soap and water immediately or as soon as possible following contact with blood or other potentially infectious materials.

(d) Where hand washing facilities are not available, antiseptic hand cleaners or towelettes along with a clean cloth or paper towel should be available.

(e) Employees should proceed to wash hands or skin with soap and water once available.

(f) Employees will flush mucous membranes (eyes, nose, mouth) with water immediately or as soon as possible following contact with blood or other

potentially infectious materials.

(g) All first aid or other procedures involving blood or other potentially infectious materials will be performed in a manner that minimizes splashing or splattering of these substances.

(h) Contaminated needles or other contaminated sharps will not be bent, recapped or removed.

(i) All contaminated sharps will placed in specified containers.

(j) All broken glass will be deposited in a specified puncture resistant container to avoid accidents (cuts) during storage and disposal.

(k) Mechanical means (i.e., broom and dust pan) should be used to clean up all broken glassware.

(l) Equipment or surfaces which have been contaminated with blood or other potentially infectious materials should be decontaminated as soon as possible.

(3) After each incident and at least monthly engineering controls will be examined and maintained to ensure effectiveness.

5.0 Personal Protective Equipment:

A. Personal protective equipment is used if occupational exposure remains after implementation of engineering and work practice controls, or if these controls are not feasible.

B. PPE is considered appropriate only if it does not permit blood or other potentially infectious materials to pass through the employee's clothes or come in contact with their skin, eyes, mouth or other mucous membranes under normal working conditions.

C. PPE shall be provided at no cost to the employee in appropriate sizes and be readily available.

D. The following PPE and practices shall be implemented:

(1) Gloves will be worn by the employee when contact with blood or other potentially infectious material is likely.

(2) Disposable gloves will be replaced as soon as practical when visibly contaminated, torn, and punctured.

(3) Disposable gloves will not be re-washed or decontaminated for re-use.

(4) Utility gloves may be decontaminated for re-use if the integrity of the gloves are not compromised (torn, cracked, and deteriorated).

(5) Hands should be washed with soap and water upon removal of gloves.

(6) Masks or protective eyewear (prescription glasses require side shields) will be worn when performing procedures that are likely to spray or splash blood or other potentially infectious materials.

(7) Protective body clothing (gown, overalls) will be worn by employees when performing procedures likely to generate splashes of blood or bodily fluids.

(8) All employees with occupational exposures should replace blood-contaminated or soiled clothing with clean clothing as soon as possible.

(9) Skin which has come in contact with blood or other potentially infectious materials should be washed with soap and water as soon as possible.

(10) Resuscitation bags or masks shall be made available to those responsible for providing cardiopulmonary resuscitation (CPR).

(11) Personal protective equipment should be removed prior to leaving the work area.

(12) Cleaning, repair, replacement or disposal of personal protective equipment will be provided at no cost to the employee.

Note: The employee may temporarily decline the use of personal protective equipment when they use their judgment that its use would have prevented delivery of health care of it would have posed a greater safety hazard to the employee.

6.0 Housekeeping Practices:

A. The job supervisor is responsible for maintaining a clean and sanitary environment.

B. Actual types of cleaning and cleaning schedules vary relative to location, site activities and types of surfaces.

C. The following are general housekeeping practices to be implemented when applicable.

(1) All equipment and environmental/working surfaces shall be cleaned and decontaminated after contact with blood or other potentially infectious materials as soon as possible.

(2) Special cleaning procedures can be provided by the corporate health and safety officer. Sodium hypoclorinate (household bleach) solution in water (1:10 dilution) can also be used on most surfaces excluding metal and cloth.

(3) Reusable items which become contaminated during the cleaning process shall be properly decontaminated before putting them back into service.

(4) Protective coverings which become contaminated shall be properly disposed of and replaced with a new, clean cover.

(5) Any receptacles intended for re-use will be decontaminated on a regular basis or if visibly contaminated.

(6) Broken glassware shall be cleaned up using mechanical mean (i.e. brush and dust pan).

(7) Contaminated sharps or needles shall be stored in a closeable, puncture resistant container.

(8) Employees shall never reach their hands directly into the container.

7.0 Hepatitis B Vaccination:

A. The OSHA Bloodborne Pathogens standard requires that employees who are required to provide first aid as a primary part of their job description, be offered the hepatitis B vaccine and vaccination series.

(1) This includes initial vaccination post exposure evaluations and the potential need for a routine booster dose(s) if required.

(2) The standard does not require the vaccination be offer to other employees who are required to provide first aid as a collateral duty (those employees where first aid is not a primary job task assigned) relative to their overall job tasks.

(3) If an employee is subject to a job site which would require that the hepatitis shot be administered, it shall be provided to the employee at no cost.

(4) The following procedures will be implemented:
- (a) Specified employees who have occupational exposure will be provided, at no cost, the hepatitis B vaccine and vaccination series, as well as post-exposure evaluation and follow-up procedures.
- (b) Actual vaccination and follow-up procedures shall be performed under the supervision of a licensed physician or other licensed health care professional and provided in accordance with the recommendations of the U.S. Public Health Service.
- (c) The health care professional will be provided with a copy of the Blood borne Pathogens standard (29 CFR 1910.1030).

Note: The hepatitis B vaccination is not required if the employee has previously received the complete hepatitis B vaccination series and antibody testing reveals the employee is immune or the vaccine is inadvisable for medical reasons. A hepatitis B pre-screening program will not be a prerequisite for receiving the vaccination.

B. The hepatitis B vaccination will be available to specified employees within ten working days of initial assignment.

(1) Each employee receiving the vaccination must be informed on the following:
- (a) Efficacy of the vaccine
- (b) Safety of the vaccine
- (c) Method of administration
- (d) Benefits associated with the vaccine
- (e) Acknowledgment of free vaccine and vaccination

2. An employee who initially declined the hepatitis B vaccination will be allowed to receive the vaccination at a later time.
- (a) All employees who decline the hepatitis B vaccination made available will be required to sign the Employee Hepatitis B Vaccine Declination form.
- (b) The company will offer the hepatitis B vaccination to all unvaccinated employees required to provide first aid as a collateral duty who have rendered first aid in any situation involving the presence of blood or other potentially infectious materials (regardless of whether an actual exposure incident occurred).
- (c) The vaccination should be made available as soon as possible, but in no event later

than 24 hours.

8.0 Regulated Waste Management:

A. The following procedures will be implemented to comply with federal and state requirements for regulated infectious wastes.

(1) Containment
- (a) All regulated waste (blood or contaminated items) will be placed in containers that prevent any leakage during the collection, handling, process, storage, transport or shipping.
- (b) A secondary container will be used if outside contamination of the primary container occurs.
- (c) If waste items can puncture the primary container, the primary container will be placed within a secondary container, which is puncture resistant.
- (d) Contaminated sharps and needles will be immediately discarded in a closeable, puncture-resistant, leak-proof container.
- (e) The sharps container will be readily accessible to personnel and located as close as possible to the area of use preferably located centrally.
- (f) The sharps containers will be maintained upright, replaced routinely and not be overfilled at any time.
- (g) The containers will be closed prior to removal to avoid any spillage.
- (h) Reusable containers will not be emptied or cleaned manually to avoid any stick exposures to the skin
- (i) When applicable, all regulated (contaminated) waste will be stored in a secure area.

Note: OSHA does not consider typical Band-aids or feminine hygiene products to be regulated waste. Cleaners are recommended to apply Universal Precautions when disposing of feminine hygiene products to avoid any unnecessary direct skin contact. In addition, decontamination of any visible blood contamination in the receptacle may be required.

(2) Labeling:
- (a) Containers of regulated waste will be labeled with the Biohazard symbol and the wording biohazard@.
- (b) The biohazard label will be fluorescent orange or orange red in color with the lettering in contrasting colors.
  - (I) The labels will be affixed so as to avoid their loss or unintentional removal.
- (c) Red bags or red containers may be substituted for the Biohazard label.
- (d) If Universal Precautions are utilized, the labeling/color-coded system is not necessary, provided the containers are recognizable and treated as containing regulated waste.
- (e) All regulated waste leaving the facility must be properly labeled or color-coded.

(3) Disposal
- (a) Disposal of regulated waste must be done at a state approved landfill or medical incinerator.
- (b) Disposal of regulated waste at a sanitary landfill is not permissible unless the waste is first deemed Anoninfectious@.
- (c) Employees should not mix regulated (hazardous) waste with other waste.
- (d) All regulated waste shall be transported per state specific requirements.

(f) All shipments will be manifested accordingly.

9.0 Exposure Evaluation and Follow-Up

A. The job supervisor will immediately provide a post-exposure evaluation and follow-up for employees who have had an occupational exposure to blood or other potentially infectious materials.

B. The following protocol will be followed by the supervisor providing post-exposure evaluations and follow-up:

(1) All employees shall immediately report an occupational exposure to their supervisor.

(2) In addition, all employees who render first aid where blood or other potentially infectious materials were evident (regardless of whether an exposure incident occurred) shall immediately report the incident to their supervisor.

(3) Confidential medical evaluation and follow-up of the incident with a licensed health care professional will be made available.

Note: The supervisor will record the event on the OSHA 300 Log of Occupational Injuries and Illnesses and OSHA 301 Supplementary Record of Occupational Injuries and Illnesses (or equivalent: First Report of Injury), if applicable.

C. The Project Manager will document the circumstances under which the exposure occurred (or potential exposure in cases where first aid was provided), including routes of exposure, the HBV or HIV status of the source patient(s), if known, and the employees hepatitis B vaccine status.

(1) A copy of the OSHA Bloodborne pathogens standard and the above information collected upon review of the incident will be provided to the health care professional.

D. The Project Manager will notify the source patients of the incident and attempt to obtain written consent to collect and test the source=s blood to determine the presence of HBV and/or HIV infections.

(1) If the source individual is known to be infected with HBV or HIV, testing of the source individual is not required.

(2) Results of the source individual=s testing will be made available to the exposed employee.

(3) All applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual will be available.

(4) The exposed worker=s blood will be collected as soon as feasible and tested upon written consent being obtained for determination of HBV and/or HIV status.

(5) In addition, the company may be required to provide repeat HIV testing to the exposed employee on a periodic basis thereafter depending on the health care professional=s opinion.

F. Follow-up of the exposed worker will include counseling, medical evaluation of any acute illness that occurs, post exposure prophylaxis and other post exposure methods according to recommendations

for standard medical practices.

G. The health care professional will submit a written opinion to the Project Manager documenting the employee was informed of the evaluation results and the need for any further follow-up and whether the hepatitis B vaccine was received.

H. The Project Manager will provide a copy of the health care professional=s written opinion within 15 days of completed evaluation.

10.0 Training:

A. Training will be provided to all identified employees with potential occupational exposures to blood or other potentially infectious materials.

B. This training will be conducted during normal work hours by a trainer knowledgeable on the subject matter.

C. The training requirements include the following:

(1) Training will be provided before an initial assignment to a task involving a potential occupational exposure, and annually thereafter.

(2) Additional training will be provided by the company when any new tasks or modifications of procedures affect the employee=s occupational exposure.

D. The training program shall include the following components:

(1) Copy of the OSHA Bloodborne Pathogens standard.

(2) Routes of exposure and symptoms of bloodborne pathogens.

(3) Methods for identifying tasks which may involve exposure to blood or other potentially infectious materials.

(4) Overview of engineering controls, work practices and personal protective equipment.

(5) Information on hepatitis B vaccine.

(6) Emergency procedures and notification requirements in accordance with CFR 1910.1020.

(7) Incident reporting.

(8) Post exposure evaluation and follow-up.

(9) Explanation of levels and color coding system requirements.

E The training records shall be maintained for at least 3 years from the date of employee training.

11.0 Record Keeping:

A. Exposure records are required to be maintained for 30 years.

B. Training records shall be maintained at each respective employee=s facility and a copy sent to the Corporate Health and Safety Department for retention, which should include the following:

(1) Date of the training session(s).

(2) Summary of the training topics discussed.

(3) Name and qualifications of trainer.

(4) Names and titles of all employees who attended the training session.

12.0 Medical Records

A. Medical records are required to be maintain for each employee with occupational exposure as specified in 29 CFR 1910.20 - Access to Employee Exposure and Medical Records.

B. Medical records are to remain confidential, sent directly to the Health and Safety Department for retention and shall be maintained for the duration of employment plus 30 years.

C. The medical records relative to the bloodborne pathogen=s standard shall include the following:

(1) Employee name and social security number.

(2) Hepatitis B and vaccination status and dates.

(3) Results from evaluations and follow-up procedures.

(4) The copy of the health care professional=s written opinion.

(5) Copy of the information provided to the health care professional by the Home office.

Red Anchor Institute
Marine Pollution Control / MPC Environmental
Safety Training – Sign-In Form

Date: Friday, November 28, 2014 Instructor: Sardessai/Johnson

Course Title: Bloodborne Pathogens (OSHA 29CFR 1910.1030) Course #:

Topics: INTRODUCTION TO BLOODBORNE PATHOGENS – HEPATITIS B, HEPATITIS C, HIV, EBOLA – TRANSMISSION, SYMPTOMS, PROTECTIVE MEASURES, PREVENTION, PROCEDURES – ENGINEERING CONTROLS, WORK PRACTICES, PERSONAL PROTECTIVE EQUIPMENT (PPE), UNIVERSAL PRECAUTIONS, DECONTAMINATION – STANDARD OPERATING GUIDELINES, RESPONSES TO VIRUS CLEANUP – EBOLA – ANAL TEST

	PRINT Name Clearly As It Should Appear On Your Certificate	Company	Signature
1	FENELON ASHLEY	MPC	Fenelon Ashley
2	Billy Dye	MPC	
3	Jeffrey Johnson	MPC	
4	Kevin Hall	MPC	
5	Eric Gay	MPC	
6	Kevin McNulty	MPC	
7	Dave Caudill	MPC	
8	Alvin N. Young-Parks	MPC	
9	Megan Carlisle	MPC	
10	Austin McAlear	MPC	
11	Rick Balding	MPC	
12	JEFF TAYLOR	✓	
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Hazard Communications Program

Marine Pollution Control Corporation / MPC Environmental
Hazard Communications (HAZCOM) Program
In accordance with 29 CFR 1910.1200
Policy 100-15

1.0 General:

A. It is the desire and intent that all employees be informed about the hazardous substances they may encounter in the workplace, and learn the appropriate protective measures for working safely with these substances.

B. The Hazard Communication Program, which is outlined in this section, is intended to comply with the requirements of the OSHA Hazard Communication Standard 29 CFR 1910.1200.

2.0 Content:

A. This written Hazard Communication Program is a resource document which provides details on the following components of the company program:

(1) Hazard Determination,

(2) Container Labeling,

(3) Material Safety Data Sheets (MSDSs), and

(4) Employee Education and Training.

B. The document also provides the following information:

(1) Lists of hazardous chemicals found in each work area, and

(2) How employees are informed of the hazards associated with non-routine tasks.

3.0 Accessibility:

A. This document is available to all company employees or their designated representatives upon request.

B. It is also available to the Assistant Secretary for Occupational Safety and Health, and the Director of the National Institute for Occupational Safety and Health (NIOSH).

C. Multi-employer job sites.

(1) Where the company is a sub contractor to the general contractor on a job site the Foreman will:
- (a) Issue a copy of all MSDS's for chemical brought on to the job site.
- (b) Review and brief all employees as to the chemical hazards that they might be exposed to at the job site.
- (c) Evaluate exposure hazards and establish levels of protective clothing if required.
- (d) Insure labeling system and correct labeling information is used on each transfer label.

(2) Where the company is the General Contractor on a job site the following requirements will be met.
   (a) All sub contractors will ensure copies of MSDS for all chemicals brought to the job site are placed in the job site Hazard Communications Program/MSDS binder.
   (b) Each sub contractor briefs their employees as to the levels of exposure the may encounter.
   (c) Chemical Protective equipment is worn as required.

(3) MSDS and Labels will be written in English in accordance with current federal law.
   (a) For employees who can not read or comprehend English the employer will insure that the information is verbally explained to the employee in the employees own language.

(4) Off site jobs or multi site jobs:
   (a) Where an employee must travel to multi site jobs in a shift, a copy of the MSDS's for the chemicals on the service truck will be maintained on the truck.
   (b) In an emergency copies from the company office can be faxed to a hospital, physician's office and/or jobsite.

(5) The written Hazard Communications Program and current Material Safety Data Sheets will be kept on file at the company office.
   (a) This program is available upon request from employees, employee representatives, and OSHA Federal And State inspectors in accordance with 29 CFR 1910.1200(e).

4.0 Employee responsibility:

A. It is the objective to ensure that all employees who handle hazardous chemicals be fully informed of the hazards involved and that they be trained to perform their jobs safely.

B. Active participation of each company employee in the program is essential to make the Hazard Communication Program a success.

5.0 Company policy and assigned responsibilities:

A. Right-To-Know Facility Coordinator:

(1) The company has assigned a facility Right-To-Know Coordinator who will be responsible for coordinating all activities pertaining to this program.

(2) The Right-To-Know Coordinator for the facility is the corporate Safety Officer.

B. Labels, MSDSs, and Employee Training
   (1) Company programs for Hazard Determination, Labels, MSDSs, and Employee Training are described in separate sections of this manual under the respective subject headings.

   (2) All MSDS and labeling systems will be written in English in accordance with Federal Law.
      (a) The company will provide interpretation of the labels and MSDS information to employees who can not understand English in their native language.

C. List of Hazardous Substances

(1) It is company policy to develop a list of hazardous chemicals used in each work area. This list will be developed as a result of the facility inventory.

(2) MSDSs obtained from suppliers for each product will be consulted in order to identify products which are hazardous.

D. Hazards of Non-Routine Tasks and Unlabeled Pipes.

(1) Prior to performing non-routine tasks, an employee shall review with his supervisor the potential hazards of the task and the proper safety and handling procedures.

(2) The MSDSs for each hazardous material used should always be consulted prior to performing the non-routine task.

(3) The employee's supervisor will be responsible for informing him/her on the hazards of materials used in non-routine tasks prior to performing the task.

E. Accessibility:

(1) Upon request, this Hazard Communication document will be made available to employees or their designated representatives within 15 working days of the request.

(2) The written program is located at the following Marine Pollution Control / MPC Environmental Offices:

Corporate Offices:

Marine Pollution Control Corporation/MPC Environmental
8631 West Jefferson Avenue
Detroit, Michigan 48209

MPC Environmental Mid- Michigan Office
3234 Card Drive
Burton, Michigan 48529

Operations Office

Marine Pollution Control Corporation
8459 Melville Street
Detroit, Michigan 48209

(3) Employees can request to see the written program by contacting their supervisor during normal working hours.

F. List of Hazardous Chemicals

(1) A list of hazardous chemicals can be obtained by contacting the Corporate Safety Officer.

6.0 Management of chemicals:

A. Products Manufactured by the Company:

(1) The company does *not* manufacture products and are thus exempt from the requirements of the Standard under Section (b) (4) or Section (b) (5) of the Standard.

B. Products Purchased/Raw Materials:

(1) The company will rely on the hazard evaluations performed by the chemical manufacturer/importer of all raw materials or products purchased.

(2) MSDSs obtained from suppliers on all chemicals purchased shall be used in determining the Health and Physical hazards of materials.

C. Incoming Containers:

(1) It is policy to require that suppliers of chemical products label their materials in accordance with the Standard.

(2) At a minimum, the following information should be listed on containers of hazardous substances:
(a) "Identity" of the material.
(b) Hazard warnings.
(c) Name and address of manufacturer or importer.

(3) No container will be accepted unless it is properly labeled with the required information.

(4) The department and name of the person responsible for ensuring that incoming containers are labeled with the required information is corporate Safety Officer.

(5) If a container is received without the required information, the manufacturer will be notified to provide properly labeled containers.

D. In-House Transfer Containers:

(1) Transfer containers will be compatible with the product.

(2) Transfer containers will be labeled with an NFPA or HMIS III HAZCOM Label.

(3) Copies of labeling system are found in Appendix B of this policy.

7.0 Material safety data sheets:

A. MSDSs shall be obtained from manufacturers and/or distributors for *all* materials present at the facility.

B. The manufacturers and/or distributors shall be contacted a second time if the MSDS is not received or is found to be inadequate.

C. The responsibility for obtaining, maintaining, updating, distributing, and reviewing MSDSs is assigned to Purchasing Officer.

D. MSDSs for hazardous materials shall be placed in binders at each job site and shall be readily available to employees during each work shift.

8.0 Training:

A. Training is provided to employees by the applicable union or by an accredited training institution in accordance with current OSHA requirements.

Marine Pollution Control Corporation/ MPC Environmental
Hazard Communications Labels
In accordance with 29 CFR 910.1200
Policy 100-15-A

Attached to this Appendix is the Hazard Communication Labels used by this company.

Marine Pollution Control Corporation / MPC Environmental
Chemical List
In accordance with 29 CFR 910.1200
Policy 100-15-B

Attached to this Appendix is the list of chemicals used by this company.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Personnel		
DISPATCH COORDINATOR (ST)	$	85.00
EQUIPMENT OPERATOR (ST)	$	82.00
FIELD CLERK (ST)	$	90.00
FIELD COST ACCOUNTANT (ST)	$	104.00
FIELD SAFETY OFFICER (ST)	$	101.00
FOREMAN (ST)	$	100.00
PROJECT MANAGER (ST)	$	147.00
PUMP OPERATOR (ST)	$	95.00
PUMP SUPERVISOR (ST)	$	118.00
PUMP TECHNICIAN (ST)	$	68.00
RECOVERY TECHNICIAN (ST)	$	76.00
SAFETY MANAGER / DIRECTOR (ST)	$	185.00
SENIOR ADVISOR (ST)	$	150.00
SENIOR SCIENTIST / ENVIRONMENTAL ENGINEER (ST)	$	222.00
SUPERVISOR (ST)	$	107.00
TECHNICAL SERVICES PROFESSIONAL (ST)	$	116.00
TRACTOR/TRUCK DRIVER (ST)	$	90.00

Time Definitions

1) Personnel Rates Shown as Straight Time (ST) Rates. Overtime (OT) is charged at 1.5 times the ST rate and Double Time (DT) is charged at 1.75 times the ST rate.

2) Straight time (ST) will be billed between 0700 hrs and 1500 hrs, Monday through Friday. Overtime (OT) will be billed for hours worked before 0700 hrs and after 1500 hrs Monday through Friday and all day Saturday. Premium time (DT) will be billed for work performed on Sundays and all Federal holidays.

3) Daily rates are based on one (1) twelve (12) hour shift, with the exception of Marine Response Equipment and Pump Systems which are charged at the applicable hourly rate over a twenty four (24) hour day.

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Fees & Surcharges		
AIR MASK PREMIUM (PER PERSON)	$	60.00
BIOLOGICAL AND/OR WMD SERVICES PREMIUM (PER PERSON)	$	125.00
ENVIRONMENTAL COMPLIANCE I (basic waste profile, approval & manifesting)	$	75.00
ENVIRONMENTAL COMPLIANCE II (multiple waste stream profiles, approvals, manifesting)	$	175.00
ENVIRONMENTAL COMPLIANCE III (DHS regulatory requirement compliance)	$	225.00
FUEL & INSURANCE SURCHARGE* - **Variable %**		Variable*
NEW CUSTOMER CREDIT APPLICATION FEE	$	250.00

Fuel & Insurance Surcharge

*A variable Fuel Surcharge and a 3% Insurance Surcharge is applied to the total invoice. Fuel Surcharges are calculated based on fuel prices published by the US Motor Gasoline and On-Highway Diesel Fuel prices for the Midwest Region. The variable Fuel Surcharge is calculated at 5% based on a beginning cost of $3.00/gallon. This surcharge will increase by 1% for each $0.50/gallon increase above the beginning cost. If the cost of fuel decreases, the surcharge will decrease accordingly, based upon the same formula.

Rolling Equipment		
PICK UP TRUCK / SUV / PASSENGER VEHICLE (HR)	$	37.00
STAKE TRUCK (HR)	$	66.00
TRACTOR (HR)	$	65.00
BOX VAN TRAILER WITH LIFT GATE (HR)	$	70.00
DROP DECK TRAILER (HR)	$	50.00
DOUBLE DROP DECK (LOWBOY) TRAILER (HR)	$	75.00
FLATBED TRAILER (HR)	$	50.00
ROLL-OFF TRAILER (HR)	$	60.00
STORAGE TANKER (HR)	$	50.00
VAC TANKER (HR)	$	60.00
TURBO VACUUM UNIT (HR)	$	183.00
VACUUM TRUCK (HR)	$	122.00
Response Trailers and Storage Vessels		
CYCLONE HOPPER (DAY)	$	105.00
POLY TANK (200-700 GAL.) (DAY)	$	62.00
ROLL-OFF BOX (DAY)	$	72.00
SKID TANK, 550 GAL (DAY)	$	68.00
SKID TANK, 1,000 GAL (DAY)	$	83.00
TRAILER, BOOM (DAY)	$	450.00
TRAILER, HAZ-MAT RESPONSE (DAY)	$	297.00
TRAILER, HOSE (DAY)	$	450.00
VACUUM BOX (DAY)	$	79.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Waterblast and Line Jetting Equipment		
LINE JETTING ATTACHMENT (HR)	$	38.00
MULTIPLE GUN VALVE (HR)	$	22.00
SPIN JET FLOOR CLEANER (HR)	$	38.00
SPIN NOZZLE (HR)	$	16.00
STACK/TANK CLEANING NOZZLE (HR)	$	30.00
WATERBLASTER, 13,000 PSI (TRUCK MOUNTED UNIT) (HR)	$	107.00
Field Support Equipment		
ACID / CHEMICAL VACUUM TRUCK HOSE (PER FOOT PER DAY) (DAY)	$	5.00
AIR COMPRESSOR (DAY)	$	200.00
ALL TERRAIN VEHICLE (DAY)	$	530.00
ASBESTOS KIT (DAY)	$	150.00
BOBCAT (WITH BUCKET ATTACHMENT) (DAY)	$	486.00
BOBCAT ATTACHMENT - BACKHOE (DAY)	$	182.00
BOBCAT ATTACHMENT - PALLET FORK (DAY)	$	72.00
BOBCAT ATTACHMENT - SWEEPER (DAY)	$	123.00
BOBCAT ATTACHMENT - SNOW BLADE (DAY)	$	118.00
CAMERA, DIGITAL (DAY)	$	38.00
CHAIN SAW (DAY)	$	37.00
COMMUNICATIONS EQUIPMENT (DAY)	$	93.00
CUNO FILTER ELEMENT (FILTERS CHARGED SEPARATELY) (DAY)	$	234.00
CUTOFF SAW (DAY)	$	61.00
CUTTING TORCH (DAY)	$	54.00
DRUM CRUSHER (as separate unit. Requires powerpack) (DAY)	$	378.00
DRUM HEAD VAC OR SHOP VAC (DAY)	$	530.00
FOAM APPLICATOR (DAY)	$	281.00
FSI FILTER BAG UNIT (BAGS CHARGED SEPARATELY) (DAY)	$	151.00
GATOR AMPHIBIOUS ATV (DAY)	$	750.00
GENERATOR (SMALL) (DAY)	$	244.00
GPS DEVICE (DAY)	$	38.00
HEPA VAC (DAY)	$	200.00
HOLE SAW (DAY)	$	61.00
JACKHAMMER (30#) (DAY)	$	43.00
JACKHAMMER (90#) (DAY)	$	128.00
LAPTOP COMPUTER (DAY)	$	253.00
MERCURY KIT (DAY)	$	69.00
MERCURY VACUUM (DAY)	$	361.00
METAL LOCATOR (DAY)	$	80.00
MISCELLANEOUS ELECTRONIC DEVICES (DAY)	$	100.00
MISCELLANEOUS HAND TOOLS (DAY)	$	125.00
MISCELLANEOUS SUPPLIES (DAY)	$	125.00
MOBILE LIGHT PLANT (DAY)	$	491.00
PNEUMATIC DRILL (DAY)	$	244.00
PNEUMATIC RECIPROCATING SAW (DAY)	$	91.00
PORTABLE ARC WELDER (DAY)	$	168.00
PRESSURE WASHER (DAY)	$	547.00
PRESSURE WASHER EXTENSION LANCE (DAY)	$	219.00
SAWZALL (DAY)	$	91.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Field Support Equipment *(Continued)*		
SEWER PLUG (16"-30") (DAY)	$	116.00
SEWER PLUG (8"-12") (DAY)	$	78.00
SURVEY EQUIPMENT (DAY)	$	88.00
TEEL PUMP (DAY)	$	303.00
Safety & HazMat Equipment		
ACID / CHEMICAL BOOTS (PAIR)	$	183.00
ACID / CHEMICAL SUIT (CPF3) (EA)	$	117.00
ACID / CHEMICAL SUIT (CPF4) (EA)	$	117.00
ACID / CHEMICAL SUIT (TYCHEM BR) (EA)	$	302.00
ACID / CHEMICAL SUIT (TYCHEM F) (EA)	$	117.00
ACID / CHEMICAL SUIT (GREEN , GENERAL USE, FR RATED) (EA)	$	75.00
AIR BOTTLE REFILLS (CYINDER) - LOW PRESSURE ONLY (EA)	$	47.00
AIR BOTTLE REFILLS (SCBA BOTTLES) (EA)	$	26.00
AIR CYLINDER (CASCADE - INCLUDES GAGE & SPLITTER) (LOW & HIGH PRESSURE) (DAY)	$	108.00
AIR PACK/SCBA (LOW & HIGH PRESSURE) (DAY)	$	289.00
AIR TRAILER (INCL. 5-10 CYLINDERS, 300 FEET OF LINE, GAUGES, CASECADE SPLITTERS) (DAY)	$	327.00
BACON BOMB SAMPLER (DAY)	$	48.00
BOOTIES (PAIR)	$	14.00
BREATHING AIR CASCADE PRESSURE GAUGE (DAY)	$	32.00
BREATHING AIR LINE (50' SECTIONS) (DAY)	$	34.00
CASCADE SPLITTER, 4 PERSON (DAY)	$	32.00
CGI/COMBO METER (02 / LEL / CO / H2S) (DAY)	$	123.00
COOLING VESTS (DAY)	$	61.00
DAVIT ARM (DAY)	$	69.00
DIGITAL THERMOMETER (DAY)	$	22.00
FALL ARREST SYSTEM KIT (INCLUDES TRIPOD, TAGLINES, HARNESSES, LANYARDS) (DAY)	$	253.00
FR CLOTHING (NFPA 70E, 29 CFR 1910.106 (USAGE - DAY)	$	110.00
FR CLOTHING (NFPA 70E, 29 CFR 1910.106 (REPLACEMENT)	$	337.00
GLOVES, COTTON LINER (PER PAIR)	$	3.50
GLOVES, LATEX (BOX OF 100 EACH)	$	15.00
GLOVES, LEATHER (PER PAIR)	$	4.50
GLOVES, LEATHER + THERMAL INSULATED - WINTER WORK (PER PAIR)	$	13.00
GLOVES, NEOPRENE (PER PAIR)	$	8.00
GLOVES, NITRILE LINERS (BOX OF 100 EACH)	$	26.00
GLOVES, PVC (PER PAIR)	$	4.00
GROUNDING KIT (DAY)	$	183.00
H2S PERSONAL MONITOR / CO PERSONAL MONITOR (DAY)	$	85.00
HAND AUGER (DAY)	$	90.00
HCN/H2S MONITOX METER (DAY)	$	166.00
HIP/CHEST WADERS (DAY)	$	19.00
LEVEL A AIR SUIT (REPLACEMENT)	$	1,245.00
LEVEL A AIR SUIT (USAGE) (DAY)	$	335.00
NOMEX COVERALL, LIMITED WEAR DISPOSABLE (FLASH PROTECTION) (DAY)	$	55.00
ORGANIC VAPOR METER (DAY)	$	123.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Safety & HazMat Equipment *(Continued)*		
PERSONAL FALL PROTECTION DEVICE (1 PERSON HOIST) (DAY)	$	15.00
pH METER (DAY)	$	123.00
PHOTOIONIZATION DETECTOR (PID) - MULTIRAE (DAY)	$	123.00
PORTABLE EYE WASH (DAY)	$	33.00
POSITIVE/NEGATIVE AIR TANK BLOWER (DAY)	$	253.00
RAIN GEAR (EACH)	$	26.00
RESPIRATOR, AIR PURIFYING (DAY)	$	71.00
SARANEX SUIT (EACH)	$	34.00
TYVEK SUIT (EACH)	$	24.00
VENTURI AIR HORN (DAY)	$	105.00
Marine Response Equipment		
BOOM RENTAL, LARGE (OVER 6" X 6") (PER FOOT PER DAY)	$	3.00
BOOM RENTAL, SMALL (6" X 6") (PER FOOT PER DAY)	$	2.00
BRUSH SKIMMER 18" - up to 40gpm Capacity (**Requires powerpack; billed separately**) (DAY)	$	855.00
BUDA I WORK BARGE (DAY)	$	4,297.00
BUDA II VACUUM BARGE (DAY)	$	5,211.00
COMMAND VESSEL (DAY)	$	1,271.00
DRUM SKIMMER 12" - up to 15gpm Capacity (**Requires Pneumatic supply; billed separately**) (DAY)	$	627.00
DRUM SKIMMER 24" - up to 50gpm Capacity (**Requires powerpack; billed separately**) (DAY)	$	1,087.00
FLOAT SUIT (DAY)	$	108.00
JOHN BOAT; NO MOTOR (DAY)	$	45.00
JOHN BOAT WITH OUTBOARD MOTOR (DAY)	$	333.00
LIFE JACKET (DAY)	$	37.00
LIGHTED MARKER BUOY WITH ANCHOR (DAY)	$	43.00
OIL MOP SKIMMER (***Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately***) (DAY)	$	401.00
ROPE MOP SKIMMER (***Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately***) (DAY)	$	399.00
OUTBOARD UTILITY VESSEL (DAY)	$	541.00
PONTOON WORK BOAT WITH MOTOR (DAY)	$	1,368.00
WEIR SKIMMER (Slickbar Slurp or Acme Circular) (**Requires a transfer pump - air diaphragm, vacuum, suction, etc.. Pump billed separately**) (DAY)	$	257.00
WORK BOAT (20'), TWIN ENGINE (DAY)	$	1,087.00
Pumps and Ancillary Equipment		
FUEL FOR HYDRUALIC POWERPACKS		Cost + 30%
ADAPTS PUMPING SYSTEM (DAY)	$	3,629.00
ADAPTS PUMPING SYSTEM ***WITH ZONE II POWERPACK*** (DAY)	$	5,368.00
HIGH CAPACITY PUMPING SYSTEM (DAY)	$	4,486.00
HIGH CAPACITY PUMPING SYSTEM ***WITH ZONE II POWERPACK*** (DAY)	$	6,225.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Pumps and Ancillary Equipment *(Continued)*		
AIR DIAPHRAGM PUMP, 2" (DAY)	$	110.00
AIR DIAPHRAGM PUMP, 3" (DAY)	$	180.00
CENTRIFUGAL PUMP, 2" (DAY)	$	177.00
CENTRIFUGAL PUMP, 3" (DAY)	$	217.00
CENTRIFUGAL PUMP, 4" (DAY)	$	253.00
CHEMICAL TRANSFER EQUIPMENT CONTAINER (DAY)	$	771.00
DISCHARGE HOSE, ADDITIONAL (per foot) (DAY)	$	4.00
ELECTRIC SUBMERSIBLE PUMP, 2"-3" (DAY)	$	173.00
FIRE MONITOR (used with pumping system) (DAY)	$	2,633.00
HOT TAP UNIT (DAY)	$	1,515.00
HYDRAULIC FLOW CONTROL SPLITTER (DAY)	$	457.00
HYDRAULIC HOSE, ADDITIONAL (per foot) (DAY)	$	4.00
KMA 333 SKIMMER COLLAR - FLOATING WEIR 150GPM CAPACITY NOTE: (***Requires pump and powerpack; billed separately***) (DAY)	$	1,719.00
MARINE FENDER (5' X 10') (DAY)	$	290.00
MISC. STEAM FITTINGS (KIT) (DAY)	$	422.00
POWERPACK (DAY)	$	1,640.00
POWERPACK - ***ZONE II*** (DAY)	$	3,379.00
STEAM COIL (DAY)	$	350.00
STEAM EQUIPMENT CONTAINER (DAY)	$	540.00
STEAM HOSE (PER FOOT) (DAY)	$	4.00
SUBMERSIBLE PUMP, ADDITIONAL (DAY)	$	1,087.00
TANK TAP/6" VALVE, EACH TAP (DAY)		Cost + 30%
TAP BIT REPLACEMENT (DAY)		Cost + 30%
TRASH PUMP, 2" (GAS POWERED) (DAY)	$	180.00
TRASH PUMP, 3" (GAS POWERED) (DAY)	$	180.00
TRASH PUMP, 4" (GAS POWERED) (DAY)	$	217.00
TRIPOD, ADDITIONAL (DAY)	$	183.00
Consumables		
ACID PADS (GREEN 100/BALE) PER BALE (EA)	$	43.00
BSM BARRIER SPILL MAT WITH RUBBER BACKING (36" X 100') ROLL (EA)	$	131.00
BAILER, 3/4" (EA)	$	9.00
BAILER, 1 1/2" (EA)	$	11.00
BARRICADE TAPE (3" X 1000') - PER ROLL (EA)	$	25.00
BUCKET (EA)	$	16.00
CARBIDE HOLE SAW BLADES (EACH)	$	150.00
CHEMICAL TAPE (PER ROLL)	$	59.00
CLOTH DUCT TAPE (PER ROLL)	$	9.00
CRUDE-X, PER GALLON (EA)	$	64.00
CUNO FILTER REPLACEMENT PACK (EA)	$	195.00
DRIP PANS WITH PILLOWS, PER PAN (EA)	$	11.00
DRUM LABEL (EA)	$	2.00
DRUM LINERS (EACH)	$	2.00
DRUM, 55 GALLON (STEEL, RECONDITIONED) (EA)	$	57.00
FILTER CHANGE (NEGATIVE AIR MACHINE) (EA)	$	64.00
FSI FILTER BAG REPLACEMENT (EA)	$	18.00

All rates are portal to portal, with a minimum 6-hour call out per incident.
Rates are subject to change with thirty (30) day's written notice.

Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item		Rate
Consumables *(Continued)*		
HAZMAT / UNIVERSAL PADS (YELLOW 100/BALE) PER BALE (EA)	$	42.00
IRRIGATION HOSE (4" x 100' ROLLS) (EA)	$	104.00
IRRIGATION HOSE (6" x 100' ROLLS) (EA)	$	278.00
LESS THAN 10 CLEANING SOLUTION, PER 55 GALLON DRUM (EA)	$	3,315.00
LESS THAN 10 CLEANING SOLUTION, PER GALLON (GAL)	$	64.00
METAL-X, PER GALLON (GAL)	$	64.00
OVERPACK, 95 GALLON (EA)	$	273.00
PIPE-X, PER GALLON (GAL)	$	64.00
PILLOWS / HAZMAT / UNIVERSAL / ACID (YEL OR GRN 12/CS) PER CASE (CS)	$	100.00
PUMP SPRAYERS (EACH)	$	46.00
PUSHBROOM (REPLACEMENT) (EA)	$	70.00
RAGS (PER POUND)	$	2.00
RAG RUG CARPET (36" X 100') ROLL (EA)	$	70.00
RESPIRATOR CARTRIDGES - TYPE GME P100 (PER PAIR)	$	40.00
RESPIRATOR CARTRIDGES - TYPE: MERSORB (PER PAIR)	$	72.00
ROLL OFF BOX LINER (4.0 mil) (EA)	$	42.00
ROPE (3/8" POLY, 600 FEET PER SPOOL) - (PER SPOOL)	$	128.00
RUBBERIZER 2.25" X 50' BOOM (EACH)	$	650.00
RUBBERIZER 2.25" X 50' BOOM (PER DRUM)	$	3,300.00
RUBBERIZER 3.25" X 50' BOOM (EACH)	$	1,100.00
RUBBERIZER 3.25" X 50' BOOM (PER DRUM)	$	3,000.00
RUBBERIZER PARTICULATE (50 LB. BOX)	$	1,000.00
SAMPLE JAR (40 ML) (EA)	$	4.00
SAMPLE JAR (4 0Z) (EA)	$	5.00
SAMPLE JAR (8 0Z) (EA)	$	5.00
SAMPLE JAR (16 0Z) (EA)	$	7.00
SAMPLE JAR (32 0Z) (EA)	$	8.00
SCRUB BRUSH (REPLACEMENT) (EA)	$	35.00
SHOVEL (REPLACEMENT) (EA)	$	40.00
SOCK / HAZMAT / UNIVERSAL (YELLOW 40/CS) PER CASE (CS)	$	126.00
SODA ASH (PER BAG) (EA)	$	38.00
SORB-ALL, PER 40 LB. BAG (EA)	$	13.00
SPC 510 SORBENT BOOM, PER BALE (EA)	$	193.00
SPC 810/813 SORBENT BOOM, PER BALE (EA)	$	360.00
SIR 36 SORBENT CARPET (36" x 300'), PER ROLL (EA)	$	488.00
SORBENT PADS (100/BALE), PER BALE (EA)	$	133.00
VISQUEEN (4.0 MIL, 100 FT ROLL) (EA)	$	111.00
VISQUEEN (6.0 MIL, 100 FT ROLL) (EA)	$	175.00

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Marine Pollution Control Corp.
EMERGENCY RESPONSE RATE SCHEDULE
Effective Date, January 1, 2014

Item	Rate
Reimbursable Costs	
ANALYTICAL SERVICES	Cost + 30%
DISPOSAL SERVICES	Cost + 30%
LODGING, AS APPLICABLE	Cost + 30%
LOSS/DAMAGE TO EQUIPMENT BEYOND NORMAL WEAR AND TEAR	Cost + 30%
MATERIALS	Cost + 30%
PER DIEM (VARIES BASED ON THE FEDERAL PER DIEM RATES AS PUBLISHED BY THE US GENERAL SERVICES ADMINISTRATION - http://www.gsa.gov)	VARIES BY LOCATION
SUBCONTRACTORS	Cost + 30%
TRAVEL (AIR FARE, TAXI, CAR RENTAL), AS APPLICABLE	Cost + 30%

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Customer Information ("Client")	Project: Oil Release Huron River
Company: The City of Ann Arbor	Customer EPA ID#:
Name: Jennifer Lawson	Cost Estimate #:DSG_CAA_07162012
Address: 301 East Huron	MPC Representative: Dan Goeddeke
City, State, Zip: Ann Arbor, MI 48107	
Phone:	Fax:
e-mail: Jlawson@a2gov.org	

Scope Of Work: Marine Pollution Control Corp. ("MPC") will provide the necessary personnel, equipment, and material to respond to the material floating on the surface of the Huron River. The spill was a result of a less than 55 gallon diesel spill released into the storm sewer. This estimate also includes oiled waterfowl capture and care.

Emergency Cost Estimate					
#	**Description**	**Unit**	**Rate**	**Quantity**	**Total**
1ea	Supervisor (ST)	Hour	$107.00	8	$856.00
1ea	Supervisor (OT)	Hour	$160.50	4	$642.00
2ea	Recovery Technician (ST)	Hour	$76.00	16	$1,216.00
2ea	Recovery Technician (OT)	Hour	$114.00	8	$912.00
1ea	Equipment Operator (ST)	Hour	$82.00	8	$656.00
1ea	Equipment Operator (OT)	Hour	$123.00	4	$492.00
	Tractor/Truck Driver (ST)	Hour	$90.00	12	$1,080.00
	Vacuum Truck (Hr)	Hour	$122.00	12	$1,464.00
	Pressure Washer (Day)	Day	$547.00	1	$547.00
	Miscellaneous Hand Tools (Day)	Day	$122.00	1	$122.00
	Gloves, Latex (Box Of 100 Each)	Box	$12.00	1	$12.00
	Stake Truck (Day)	Day	$658.00	2	$1,316.00
	Tyvek Suit (Each)	Each	$24.00	4	$96.00
	Booties (Pair)	Pair	$14.00	4	$56.00
	Drum, 55 Gallon (Ea)	Each	$57.00	2	$114.00
2ea	Technical Services Professional (ST)	Hour	$116.00	32	$3,712.00
	Boom Rental, Large (Over 6" X 6") (Per Foot Per Day)	Ft/day	$2.00	200	$400.00
	Work Boat (20'), Twin Engine (Day)	Day	$1,087.00	1	$1,087.00
	Sorb-All, Per 40 Lb. Bag (Ea)	Each	$13.00	2	$26.00
Disposal					
	Non-Haz Solids	55-gallon	$55.00	2	$110.00
	Water/Oil	gallon	$0.12	3000	$360.00
Surcharges & Fees					
	Fuel & Insurance Surcharge	%	8.00%		$1,222.08
	Environmental Compliance I (Basic Waste Profile, Approval & Manifesting)	Each	$65.00	1	$65.00
Estimated Total					**$16,563.08**

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Cost Estimate Notes (check all that apply)

Waste Generator ("Generator"):

- ☑ This is a cost estimate only for work to be performed on a time and materials basis. Final invoicing will reflect actual personnel and equipment times, materials, and supplies used in performance of the proposed work. All rates are portal to portal with a four (4) hour minimum per charge unit.
- ☑ This is a cost estimate based upon information available to MPC at the time of preparation. If actual conditions differ than those represented to MPC, this estimate may be invalid or a change order may be required.
- ☑ Straight time (ST) will be charged for the first eight (8) hours of scheduled work performed between the hours of **0700 and 1700**, Monday through Friday. Overtime (OT) will be charged for work performed in excess of the first eight (8) hours between these times, Monday through Friday, work performed before 0700 and/or after 1700, Monday through Friday, and all day Saturday. Double time (DT) will be charged on Sundays and Federal Holidays.
- ☑ Waste transportation and disposal costs are predicated upon Generator designating the disposal facility specified herein for disposal of waste from this site. Ultimately the generator of the waste must designate the disposal facility to receive the waste and said facility must approve the waste for disposal prior to its removal from the site. If Generator designates an alternate facility, a revised proposal will be provided.
- ☑ A sample of the waste may be required by the designated facility to issue a disposal approval; if required, the sample is to be supplied by Generator or Others. This estimate does not include pricing for waste sampling or characterization analyses.
- ☑ Surcharges may be assessed by the disposal facility and final invoicing will reflect actual quantities, characterizations, and consistencies received at the facility, and analytical and demurrage, if applicable.
- ☑ A generator identification number ("MID" or "MIG") will be required in order to remove the waste from the site. If a generator number has not yet been assigned to the facility, application will need to be made by generator directly to the Michigan Department of Environmental Quality, along with a $50 application fee.
- ☑ The disposal facility makes final determination on acceptance of shipments into the facility based on waste profile, shipping documentation and wastes delivered to the facility. Non-conforming loads will be returned to Generator and charged to Client on a time and materials basis.
- ☑ Demurrage will be invoiced at **$75.00/hour** after one (1) hour loading waste at the Generator facility and after one (1) hour off-loading the waste at the generator-designated disposal facility.
- ☐ On behalf of Client, MPC will notify Miss Dig for marking of utilities prior to soil excavation. Any underground services such as water, electrical, gas, sewer lines, etc, to be billed as extra if hit during site activities. MPC assumes no liability for damage to utilities not marked by Client or Miss Dig.
- ☐ Proposal does / does not include pricing for backfill compaction testing, nor provisions for sheeting, shoring, or dewatering. Soil excavation cost is based upon normal soil conditions. Extra charges will be made on a time and materials basis if underground utilities, bedrock, frost, cinders, trash, old foundations, excess or hidden concrete or asphalt, water and/or water sand are encountered during excavation. Provisions are / are not included for disposal of fiberglass, glass-lined, or armor-coated tanks.
- ☐ Services contained within the Scope of Work will require confined space entry. Entry into the space(s) and activities within will be performed in accordance with OSHA-regulated confined space entry procedures delineated in 29 CFR 1910.146. Air monitoring will be completed to monitor the interior atmosphere of the space prior to personnel entry. MPC will complete, post, and maintain a confined space entry permit prior to each entry.
- ☑ A variable Fuel Surcharge and a 1.5% Insurance Surcharge is applied to the total invoice. Fuel Surcharges are calculated based on fuel prices published by the US Motor Gasoline and On-Highway Diesel Fuel prices for the Midwest Region.
- ☐ Client acknowledges that it may be required to report regulated conditions at the Site to the appropriate public authorities, including the Environmental Protection Agency and/or the Michigan Department of Environmental Quality, in accordance with applicable law. Client indemnifies and holds MPC harmless from any requirement to report such condition.

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☑ **This estimate must be signed and returned by an authorized Client representative prior to commencement of work and/or this estimate must be referenced in its entirety (including general terms and conditions thereof) in a purchase order provided by Client.** Receipt of the signed estimate or purchase order by MPC will constitute authorization to proceed with the proposed scope of work, and affirm Client's understanding and acceptance of the terms and conditions as set forth above and on page 4 of this document. Thus executed, this estimate will serve as a contract between Client and MPC for performance of the services as described herein.

☑ **Unless otherwise specified by MPC, our standard payment terms are net thirty (30) days after date of MPC invoice, however, payment terms will be determined subsequent to review of Client's credit history and pre-payment or a retainer may be required prior to services being rendered.** For payment terms of net 30 days, a 2.0% monthly interest rate will be assessed on the unpaid balance thereafter.

☑ Project schedule subject to personnel and equipment availability.

☑ This estimate will remain valid for thirty (30) days.

Additional Cost Estimate Notes:

☑ This is a time and material estimate.

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MPC thanks you for the opportunity to provide this estimate. If you have any questions or require additional information, please do not hesitate to contact me at (313) 849-2333.

Sincerely,
Marine Pollution Control Corporation

Daniel Goeddeke
Account Manager

cc: File

PROPOSAL ACCEPTANCE – TO BE COMPLETED BY CLIENT

The person signing this document on behalf of the Client acknowledges that he/she has the authority to contractually bind said Client in accordance with this proposal and the General Terms and Conditions thereof.

Accepted By: _____

Signature: _____

Title: _____

Company: _____

Date: _____

P.O./Release#: _____

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General Terms and Conditions of Work

1) SERVICES: The services provided under this contract are solely for the benefit of the Client and neither this contract nor any services rendered hereunder shall give rise to, or shall be deemed or construed so as to confer any rights upon any other party as a third party beneficiary or otherwise, and Client agrees to indemnify MPC against any claims by such third parties.

2) GENERATOR NUMBER: Client shall provide MPC with the generator number that is provided by applicable governmental authority of which is otherwise required by law. Until such time as Client has obtained a generator number, MPC shall be allowed to store the materials on Client's property where the materials were removed, or delay commencement of work until the generator number has been obtained.

3) MPC's COMPLIANCE WITH LAWS AND REGULATIONS: MPC represents that it will comply with all applicable governmental laws, regulations and ordinances in performance of the work described under the scope of work.

4) MPC's WARRANTIES: MPC represents and warrants to Client that MPC is qualified to perform the services hereunder and will do so in a safe and workmanlike manner and in compliance with all governmental laws, regulations, and orders.

5) CLIENT'S WARRANTIES: Client represents and warrants to MPC that (i) it will provide a true and accurate description of all known hazardous substances to be handled by MPC and further advise MPC of all known or suspected hazards or risks incidental to the handling, transportation, and disposal of said substances; (ii) it shall select the disposal or treatment facilities that said hazardous substances are to be taken; and (iii) it will, if deemed necessary by MPC, secure all necessary approvals, judicial and/or administrative orders necessary to insure MPC's legal access to the site to perform the work.

6) CONFIDENTIALITY: Except as required by law, MPC agrees that it will maintain in confidence and not disclose to others information acquired in performance of the work under this Agreement without the prior written consent of the Client.

7) NON-EXCLUSIVITY: This Agreement shall not be construed as granting to MPC the exclusive right to respond to environmental problems experienced by Client; Client reserves the right to contract with other parties for such services as it deems necessary. Furthermore, Client understands that MPC has entered into similar agreements with other parties, and as a result of those agreements it is possible that MPC may not be available to immediately respond to Client's request for services. MPC does, however, intend to respond to the requests for services by Client if its personnel and equipment are available.

8) DISCLAIMER OF WARRANTY: MPC MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OF WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

9) INDEMNIFICATION: Client shall defend, indemnify, and hold harmless MPC, its officers, agents and employees from and against all liabilities, demands, claims, cause of actions, suits, costs and expenses incidental thereto (including reasonable attorney fees), which any or all of them may hereunder suffer and be responsible for as a result of bodily injuries or death of any person, damage (including loss of use) to any property, contamination of or adverse effects on the environment, arising out of or in any way connected with the performance of services by MPC under this contract; provided however, that Client shall not be obligated to indemnify MPC for any damages, or injuries, including death, caused solely by the negligence of MPC.

10) LIMITATION OF LIABILITY: In no event shall MPC's liability for damages, whether based on contract, tort (including, but not limited to negligence, nuisance, trespass, or privacy action) or any other legal theory, exceed the total amount paid by Client for services performed under this contract. In no event shall MPC be liable to Client for incidental, exemplary, special or consequential damages (including loss of profits), even if MPC has been advised of the possibility of such damages. Client acknowledges that the fees charged by MPC for services herein are based, in part, on this limitation of liability.

11) FORCE MAJEURE: MPC shall not be deemed in default of this Agreement or any duty hereunder to the extent that any delay or failure in the performance of its obligations results, without its fault or negligence, from any cause beyond its reasonable control, including, but without limitation, acts of God, acts of any governmental body, acts or delays of other subcontractors or supplies, fire, flood, severe weather, and labor disturbances.

12) ASSIGNMENT: Neither this Agreement, nor any claim or performance obligations arising in connection with performance of this Agreement, may be assigned or subcontracted by either party without the prior written consent of the other party. Any such assignment or delegation shall not relieve the assigning or delegating party of its obligations hereunder.

13) DELINQUENT ACCOUNTS: If MPC retains an attorney to collect any delinquent accounts, Client also agrees to pay MPC all of its costs and expenses, including reasonable attorney fees, incurred in collecting amount due from Client.

14) INCURRED DEBT: The parties agree that this Contract incorporates a debt incurred in the ordinary course of business or financial affairs of the purchaser; that all payments made on this Contract will be made in the ordinary course of business and financial affairs of each other; that all payments will be made according to the ordinary business terms of each other and in the industry.

15) CAPTIONS: The captions used herein are for convenience only and are not a part of this agreement and do not in any way limit or amplify the terms and provisions hereof.

16) GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

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General Terms and Conditions of Work (Continued)

17) ENTIRE AGREEMENT: The contract and general conditions set forth herein represent the entire agreement between MPC and Client and supersedes all prior negotiations, representations, or agreements. This contract may be amended only by written instruments signed by both Client and MPC for performance of services as described in the proposal.

18) VERBAL ACCEPTANCE: If verbal agreement to proceed with services is given by Client to MPC, and if proposal is not signed and returned within 7 days of the date of the proposal, Client agrees that the proposal, and the terms and conditions therein, are acceptable to Client.

19) CONTRACTUAL LIMITATIONS PERIOD: Any claim or cause of action brought by Client against MPC shall be brought within one-year of the work performed under this agreement or be forever barred. Client waives any limitations periods to the contrary.