

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
ATLAS TECHNICAL CONSULTANTS LLC
AND THE CITY OF ANN ARBOR
FOR ENVIRONMENTAL SERVICES AT 2000 S. INDUSTRIAL HWY**

This agreement ("Agreement") is between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Atlas Technical Consultants LLC ("Contractor"), a Delaware Limited Liability Corporation, with its address at 46555 Humboldt Drive, Suite 100, Novi, Michigan 48377. City and Contractor are referred to collectively herein as the "Parties." The Parties agree as follows:

I. DEFINITIONS

Administering Service Area/Unit means City Administration – Fleet & Facilities Unit.

Contract Administrator means Fleet & Facilities Unit 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 and delivered to City by Contractor under this Agreement.

Project means Environmental Services at 2000 S. Industrial Highway.

II. DURATION

Contractor shall commence performance on 12/06/2021, 20 ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article XI. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date or Commencement Date.

III. SERVICES

- A. The Contractor agrees to provide environmental 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 compensation shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator. With respect to any breach or default under Article III discovered within one (1) year of the completion of the Services, the City agrees to provide Contractor written notice thereof and a reasonable opportunity for Contractor to cure same, without the payment of additional fees to Contractor, as a condition precedent to any claim for damages.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement. The Contractor shall also comply with and be subject to the City of Ann Arbor policies applicable to independent contractors
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

IV. INDEPENDENT CONTRACTOR

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

Contractor does not have any authority to execute any contract or agreement on behalf of the City, and is not granted any authority to assume or create any obligation or liability on the City's behalf, or to bind the City in any way.

V. COMPENSATION OF CONTRACTOR

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

VI. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain from the Effective Date or Commencement Date of this Agreement (whichever is earlier) through the conclusion of this Agreement, 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 that may arise under this Agreement; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the policies and endorsements required by Exhibit C. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of Contractor shall be 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-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the City's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement. Notwithstanding anything to the contrary stated elsewhere in this Agreement, Contractor's maximum liability under this Agreement or any other attachments hereto whether based in contract, tort, warranty, negligence or otherwise shall not exceed amounts recoverable under the scope and limits of the insurance required under this Agreement. In no event shall Contractor be liable to the City for any consequential, incidental, indirect, or punitive damages occasioned by the services performed under this Agreement.

VII. COMPLIANCE REQUIREMENTS

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

- B. Living Wage. If the Contractor is a “covered employer” as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a “living wage,” as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

VIII. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses (if applicable) necessary to perform the Services pursuant to this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services pursuant to this Agreement.
- D. The Contractor warrants that it has no personal or financial interest in the Project other than the fee it is to receive under this Agreement. The Contractor further certifies that it shall not acquire any such interest, direct or indirect, which would conflict in any manner with the performance of the Services it is to provide pursuant to this Agreement. Further Contractor agrees and certifies that it does not and will not employ or engage any person with a personal or financial interest in this Agreement.
- E.
- F. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- G. The person signing this Agreement on behalf of Contractor represents and warrants that she/he has express authority to sign this Agreement for Contractor

and agrees to hold the City harmless for any costs or consequences of the absence of actual authority to sign.

IX. OBLIGATIONS OF THE CITY

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

X. ASSIGNMENT

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

XI. TERMINATION OF AGREEMENT

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

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

XII. REMEDIES

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

XIII. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated below 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:

Atlas Technical Consultants LLC
ATTN: Robert Smith
46555 Humboldt Drive, Suite 100
Novi, MI 48377

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

City of Ann Arbor
ATTN: Fleet & Facilities Unit Manager
301 E. Huron St.
Ann Arbor, Michigan 48104

With a copy to: The City of Ann Arbor
ATTN: Office of the City Attorney
301 East Huron Street, 3rd Floor
Ann Arbor, Michigan 48104

XIV. CHOICE OF LAW AND FORUM

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

XV. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement and payment to the Contractor, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor. All documents and data (including reports) produced by the Contractor pursuant to this Agreement relate solely to the Services for which the Contractor has been retained, and are not intended or represented by the Contractor to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared. No third party may rely upon such documents or data without the prior written consent of the Contractor. Any such unauthorized use or dissemination will be at the sole risk and expense of the City or such third party.

XVI. CONFLICTS OF INTEREST OR REPRESENTATION

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

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in

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

XVII. SEVERABILITY OF PROVISIONS

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

XVIII. EXTENT OF AGREEMENT

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

XIX. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement. This Agreement may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

XX. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CONTRACTOR

By Robert J. Saira
Type Name
Its [Signature]
Date: 10/21/21

FOR THE CITY OF ANN ARBOR

By Christopher Taylor 12/06/2021
CHRISTOPHER TAYLOR, MAYOR

By Jacqueline Beaudry 12/06/2021
JACQUELINE BEAUDRY, CITY CLERK

Date: _____

Approved as to substance

Milton Dohoney Jr 12/06/2021
MILTON DOHONEY JR., INTERIM CITY ADMINISTRATOR

Approved as to form and content

Stephen K. Postema 11/30/2021
STEPHEN POSTEMA, CITY ATTORNEY

**EXHIBIT A
SCOPE OF SERVICES**

Atlas Technical Consultants LLC proposal dated June 28, 2021



46555 Humboldt Drive
Suite 100
Novi, Michigan 48377
248.669.5140
atcgroupservices.com

June 28, 2021

Mr. Matthew J. Kulhanek
Fleet & Facilities Manager
City of Ann Arbor
301 E Huron, 6th Floor
Ann Arbor, Michigan 48104

via email: mjkulhanek@a2gov.org

RE: Proposal for Part 201 Remedial Investigation
City of Ann Arbor Operations Center
2000 South Industrial Highway, Ann Arbor, Washtenaw County, MI
ATC Proposal No. 21-10173

Dear Mr. Kulhanek:

ATC Group Services LLC (ATC) appreciates this opportunity to provide the City of Ann Arbor (Client) with this cost estimate to provide a Part 201 Remedial Investigation related to a release identified as a result of the excavation and removal of a 1,000-gallon orphan, heating oil, underground storage tank (UST) at the referenced site.

BACKGROUND

On April 14, 2021, The City of Ann Arbor requested that ATC submit a proposal to remove one (1) orphan UST suspected of formerly being used for the storage of heating oil for on-site use from the referenced Site. The UST was identified by city personnel while trenching for an underground electrical installation.

ATC and its excavation contractor Matzak, Inc. (Matzak) mobilized to the Site on June 10-11, 2021 to remove the UST. The tank was exposed, and determined to be a 1,000-gallon former heating oil UST. ATC collected two (2) tank end, four (4) sidewall, and one (1) stockpile soil samples. The samples were stored on "wet" ice pending delivery under chain-of-custody to Quantum Laboratories (Quantum, Wixom, Michigan) on June 11, 2021, to be analyzed as follows:

- Six (6) soil samples analyzed as follows:
 - benzene, ethylbenzene, toluene, and xylenes (BTEX) and trimethylbenzene (TMBs) isomers by USEPA analytical method 5035/8260; and
 - polynuclear aromatic hydrocarbon compounds (PNAs) by USEPA method 8270.
- One (1) [stockpile] soil sample analyzed as follows:
 - Volatile organic compounds (VOCs) by USEPA method 5035/8260; and
 - Metals cadmium, chromium, and lead by USEPA method 7010



Quantum reported the analytical results to ATC on June 14, 2021.

- Volatile Organic Compounds
 - With the exception of the Bottom-1 and SW-1 samples, VOCs including ethylbenzene, 1,2,4-TMB, xylenes, n-butylbenzene, naphthalene and 2-methylnaphthalene were detected at various concentration in all remaining samples. However, only 1,2,4-TMB and xylenes in the SW-4 sample, and naphthalene and 2-methylnaphthalene in the stockpile sample were found to exceed the Part 201 generic nonresidential clean-up criteria (GCC_{NR}).
- Polynuclear Aromatic Hydrocarbon Compounds
 - With the exception of the stockpile sample, for which PNAs were not tested, PNAs including acenaphthene, acenaphthylene, anthracene, fluorene, 2-methylnaphthalene, naphthalene, phenanthrene and pyrene were detected at various concentrations in all samples. Except for the following, all detected contaminant compounds were found to meet the GCC_{NR}.
 - 2-Methylnaphthalene was detected in excess of the GCC_{NR} in the Bottom-1, Bottom-2, SW-1, SW-2, and SW-4 samples;
 - Naphthalene was detected in excess of the GCC_{NR} in all samples; and
 - Phenanthrene was detected in excess of the GCC_{NR} in the SW-2 and SW-4 samples.
- Metals
 - The metals cadmium, chromium and lead were analysed in the soil stockpile sample, and all three compounds were identified in the sample. However, all three were found to be below the Michigan Statewide Default Background (SDB) and can be considered to be naturally occurring in the soil.
- Indoor Air Screening Levels

The analytical results were compared to the media specific volatilization to indoor air screening criteria (MSSL - March 2021) as follows:

- Ethylbenzene, 1,2,4-TMB and xylenes were found to exceed the non-residential, recommended indoor air screening levels (MSSL_{NR}) in samples Bottom-2, SW-2 and SW-4.

The following table provides a summary of the known impact resulting from the heating oil release:



Analytical Results Summary - Heating Oil UST					
Analyte	CAS No.	MDC ¹ (ug/kg)	Location	GCC _{NR} ² (ug/kg)	MSSL _{NR} ³ (ug/kg)
Acenaphthene	83-32-9	1,720	SW-4	880,000	NA
Acenaphthylene	206-96-8	447	SW-4	41,000	NA
Anthracene	120-12-7	1,640	SW-4	41,000	NA
n-Butylbenzene	104-51-8	181	Stockpile	4,600	NA
Ethylbenzene	100-97-6	198	Bottom-2	1,500	57
Fluorene	86-73-7	3,100	SW-4	5,300	NA
2-Methylnaphthalene	91-57-5	34,500	SW-4	4,200	NA
Naphthalene	91-20-3	11,900	SW-1	730	NA
Phenanthrene	85-01-8	9,190	SW-4	2,100	NA
Pyrene	129-00-0	1,960	SW-4	480,000	NA
1,2-Dichlorobenzene	95-63-6	1500	SW-4	570	430
Xylenes	1330-20-7	1174	SW-4	980	830

4400 Red shading indicates analyte exceeds GCC_{NR}
 200 Yellow shading indicates analyte exceeds MSSL_{NR}

¹MDC - Maximum detected contaminant concentration
²GCC_{NR} - Part 201 Generic Non-Res Clean-up Criteria
³MSSL_{NR} - Media Specific, Non-Res, Volatilization to Indoor Air Screening Levels

RECOMMENDATIONS

Based on the analytical results, a remedial investigation is required under Part 201 to determine the extent of the release and determine appropriate corrective actions. ATC's proposed scope of service is attached.

If you should have any questions, comments, or require additional information, please do not hesitate to contact me in our Novi, Michigan office at 248-863-2563. I may also be reached via cell phone at 810-287-1679 or via e-mail at gerard.debusschere@atcgs.com.

Sincerely,
 ATC Group Services LLC

Gerard DeBusschere, CPG, LPG
 Sr. Project Manager

Laura Sleeper
 Retail Petroleum Division Manager

Attachments



ATTACHMENT A – PROPOSED SCOPE OF SERVICES

Part 201 Remedial Investigation
Orphan Heating Oil UST
City of Ann Arbor – Operations Center
Ann Arbor, Washtenaw County, Michigan

ATC Proposal No. 21-10173

June 28, 2021

SCOPE OF SERVICES

ATC personnel will communicate, consult, and coordinate efforts with Client, state coordinators, and subcontractors regarding any aspects of corrective action work. This proposal presents costs associated with the Part 201 Remedial Investigation (RI) activities to be conducted at the site to fulfill requirements under Part 201 of NREPA¹ to address the June 10, 2021 release. These activities will include one utility mark-out; three days of drilling oversight with all needed equipment for the installation of monitoring wells; one PM site visit; one Health & Safety Plan; two groundwater sampling events (4 wells per event); and one status update report. Listed below are the descriptions of activities and costs associated with completing the RI activities.

Task 1 – Preliminary Activities

ATC was contracted by the City of Ann Arbor to provide environmental oversight with respect to the UST removal activities. ATC has performed the following activities to date:

- ATC prepared a Health and Safety Plan (H&SP) to cover planned environmental sampling at the Site; and.
- ATC collected the following samples on June 11, 2021:
 - four (4) excavation sidewall, two (2) tank end and one (1) soil stockpile samples;

Additional preliminary activities will include:

- Provide project management and coordinate field activities, including MISS DIG notification;
- ATC will review the Site Specific Health and Safety Plan, and modify it if necessary to address the anticipated Site activities.

Task 2 – Site Assessment

ATC will perform an RI, as required under Part 201, to determine the extent of impacted media and whether there has been a significant release of product from the UST system.

Task 2A – Geophysical Survey

ATC will contract with a private utility locating provider to mark buried utilities within the area to be investigated.

¹ Natural Resources and Environmental Protection Act 451 of 1994, as amended.



Task 2B - Subsurface Investigation

ATC's scope of work will include the advancement of as many as twenty (20) soil borings at the Site, and the conversion of four (4) borings into groundwater monitoring wells to investigate the extent of the release. ATC will:

- Contract the services of a drilling contractor capable of direct push technology (DPT), powered auger and/or hand auger methods.
- ATC anticipates advancing as many as fifteen (15) soil borings to a maximum depth of 20-feet below grade.
 - Nine (9) borings will be advanced at locations adjacent to the former UST basin;
 - One (1) boring will be advanced within the former UST basin; and
 - Six (6) borings will be held in reserve, and only advanced in the event that field conditions indicate the potential for impact to have migrated outward from the excavation.
- ATC will convert four (4) borings to groundwater monitoring wells
- ATC anticipates advancing four (4) soil borings to a maximum depth of 5-feet below grade along the foundation of the Site building to the north and east of the excavation. Each boring will be converted to a soil gas monitoring point.
- During drilling, soil samples will be collected continuously to be field screened with a photo-ionization detection (PID) device. The results will be recorded on the soil boring log. As many as two (2) soil samples per boring may be collected for laboratory analysis based on PID, visual and/or olfactory data.
- One (1) groundwater sample will be collected from each soil boring and/or groundwater monitoring well.
- The soil and groundwater samples selected for laboratory analyses will be submitted to a certified environmental laboratory to be analyzed for the following parameters:
 - Polynuclear aromatic hydrocarbon compounds (PNAs) by USEPA 8270;
 - The EGLE unleaded gasoline subset of volatile organic compounds (VOCs) as defined in *"Table 1, Appendix B - Parameters for Commonly Detected Hazardous Substances in Petroleum Products for Soil, Groundwater and Soil Gas"* by USEPA method 5035/8260;
 - ATC will collect QA/QC samples in a ratio of one (1) duplicate sample for each ten (10) samples (or portion thereof); and
 - ATC anticipates collecting as many as forty (40) soil and groundwater samples for laboratory analyses. Additional samples may be collected in the event that any of the six (6) reserve borings are advanced.
- ATC anticipates that groundwater will be encountered, and four (4) borings are expected to be converted to groundwater monitoring wells.
 - Groundwater monitoring wells will consist of 2-inch diameter by 5-foot long PVC well screens with 2-inch PVC risers to surface;
 - All wells will be completed by backfilling the annular space with a coarse filter sand pack to a height of at least one foot above the well screen, with hydrated, granulated, bentonite chips placed above the sand pack to surface to seal the well bore; and
 - Following construction, each well will be developed until each runs clear.
- Native soil and/or bentonite will be used to backfill all soil borings not converted to groundwater monitoring wells, and a cement patch will be placed to restore the surface.



Task 2C – Well Survey

Each well will be surveyed by ATC to establish both horizontal and vertical elevations, and the depth to groundwater will be measured. Global positioning will be used to establish horizontal relationships, and a laser level to establish vertical.

Task 3 – Groundwater Monitoring

ATC's scope of work will include two (2) groundwater monitoring events.

- ATC will return to the Site one week following well construction to collect the initial groundwater samples.
- ATC will collect follow-up samples approximately 10-weeks later.
- Groundwater samples will consist of:
 - One (1) sample per each well; and
 - One (1) duplicate and one trip blank.

The groundwater samples will be submitted to a certified environmental laboratory to be analyzed for the parameters as described above in Task 2B.

Task 4 – Site Remediation Status Report

A Site Remediation Status Report will be prepared to document the RI activities, the results of the investigation, and provide recommendations for any additional work required with respect to the preparation of the Remedial Action Plan (RAP) to be submitted to the EGLE Remediation and Redevelopment Division (RRD) under Part 201 of PA 4512, as Amended.

COST ESTIMATE

A detailed cost estimate is provided in Attachment B.

SPECIAL CONDITIONS

- The cost estimate assumes that no significant release of petroleum product has occurred other than that due to a faulty dispenser. In the event that a significant release has occurred, additional activities may be required, and ATC will prepare a cost proposal for the necessary follow-up investigation and reporting.
- Standard turnaround time for analytical samples is two (2) weeks. A rush surcharge for forty-eight (48)-hour turnaround can be provided at twice the standard rate.
- Good weather and ground conditions will prevail.
- Suitable site access will be provided by client.
- Field work can be completed within the proposed time frame (5-days) and no changes in scope or administrative requirements occur.
- Project will be billed on time and materials basis. Project invoice will not exceed the estimate plus 10 percent without prior client notification and approval.



PROJECT SCHEDULE

ATC estimates that within one (1) week after receiving client authorization the proposed services can be initiated. The development of a comprehensive, accurate and reliable work product is of paramount importance and ATC will make every effort to meet the above stated project schedule.

ACCEPTANCE

If this proposal is acceptable, please sign and return the attached authorization sheet via email or facsimile. Acceptance and approval of this proposal implicitly acknowledges acceptance of the attached limitations, terms, and conditions. This proposal will constitute the entire agreement between the parties, and is valid for a period of 60 days. ATC notes that the conditions of engagement are subject to a credit review and a retainer fee may be required prior to project initiation.

This document is the property of ATC Group Services LLC and has been prepared for the express use of the City of Ann Arbor for evaluating ATC's proposed scope of services and associated cost. It is not designed or authorized for any purpose other than as part of this proposal. Use of this document by anyone in any fashion for any purpose other than the stated purpose is prohibited.



ATTACHMENT B - DETAIL COST BREAKDOWN

LUST Assessment and Reporting
 City of Ann Arbor - Fuel Farm
 Ann Arbor, Washtenaw County, Michigan

ATC Proposal No. 21-10173

June 28, 2021

Description	Cost
Task 1 - Preliminary Activities	
Labor	\$ 500.00
Sub-Total Task 1	<u>\$ 500.00</u>
Task 2 - Site Assessment	
Labor	\$ 3,605.00
Reimbursable Expense	\$ 1,050.00
Analytical Expense	\$ 5,800.00
Sub-Contractor Expense	\$ 10,435.00
Sub-Total Task 2	<u>\$20,890.00</u>
Task 3 - Groundwater Monitoring (<i>per event</i>)	
Labor	\$ 780.00
Equipment & Supplies	\$ 440.00
Analytical Expense	\$ 1,517.00
Sub-Total Task 3 (<i>per event</i>)	<u>\$ 2,737.00</u>
Sub-Total Task 3 (2 events)	\$ 5,474.00
Task 4 - Site Status Reporting	
Labor	\$ 2,495.00
Sub-Total Task 4	<u>\$ 2,495.00</u>
Total Estimated Cost:	<u>\$ 29,359.00</u>



ATTACHMENT C – ATC FEE SCHEDULE

**LUST Assessment and Reporting
 City of Ann Arbor – Fuel Farm
 Ann Arbor, Washtenaw County, Michigan**

ATC Proposal No. 21-10173

June 28, 2021

Professional Staff	Unit Rate	Unit
Program Manager	\$105.00	Hour
Sr. Engineer	\$105.00	Hour
Sr. Project Manager	\$ 95.00	Hour
Staff Engineer	\$ 95.00	Hour
Sr. Scientist	\$ 85.00	Hour
Branch Safety Officer	\$ 75.00	Hour
Staff Scientist	\$ 75.00	Hour
Environmental Scientist	\$ 65.00	Hour
Sr. Technician	\$ 58.00	Hour
Jr. Technician	\$ 48.00	Hour
CAD Operator	\$ 55.00	Hour
Project Admin.	\$ 45.00	Hour
Equipment		
Vehicle	\$ 75.00	Day
PID	\$ 35.00	Day
Survey Instruments	\$100.00	Day
Low Flow Sample Equipt.	\$100.00	Day
Water Level Indicator	\$ 25.00	Day
Product Interface Probe	\$ 45.00	Day
Sample Kit	\$ 45.00	Day
Sub-slab vapor Pins	\$ 91.00	Each
Hammer Drill Rental	\$135.00	Day
Trimble GPS Locating Equipment	\$195.00	Day
Nuclear Density Gauge	\$ 25.00	Day
Miscellaneous	\$ 25.00	Day
Vendor Mark-up	10%	



PROPOSAL ACCEPTANCE SHEET

Proposal Number: 21-10173
Proposed Services: Part 201 Remedial Investigation
Project Name: City of Ann Arbor - Operations Center
Project Location: Ann Arbor, Washtenaw County, MI
Project Address: 2000 S Industrial Highway
Ann Arbor, Michigan
Estimated Cost: \$29,359.00

FOR PAYMENT OF INVOICES: (Charge Invoice to the Account of)

Client Name: City of Ann Arbor
Address: 301 E Huron, 6th Floor, Ann Arbor, MI 48104
Phone: 734.794.6312 Fax:
Mobile:
Attention: Matt Kulhanek

Proposal Accepted By:	
_____	_____
Signature	Date

FOR APPROVAL OF CHARGES:**

Send Invoice To: _____

****If the invoice is to be mailed to someone other than the account charged, please indicate above.**

Note: Payment for services is expected within 30 days of the date of the invoice. ATC reserves the right to withhold all reports until such time as we receive a signed Proposal Acceptance Agreement or other written authorization. This AGREEMENT together with ATC's proposal constitutes the entire agreement between the client and ATC and supersedes all prior written or oral understandings for this project. ATC is an Affirmative Action Equal Opportunity Employer and is committed to the policy of equal employment opportunity in ATC recruitment, hiring, career advancements and all other personnel practices. Job-related experience and other qualifications will be considered without discrimination on the basis of race, color, religion, national origin, age, sex, physical or mental disability. AA/EOE/M/F/D/V.

SPECIAL INSTRUCTIONS: _____

Terms and Conditions

1. **SERVICES TO BE PERFORMED** ATC Group Services LLC shall prepare a proposal for Client. The proposal shall describe the work to be performed (Services), the location (Site), fees and/or rates to be charged, certain special conditions of performance including equipment, sampling protocols, and necessary reimbursable expenses. ATC Group Services LLC will be authorized to proceed with the Services, when Client indicates its acceptance by signing this Agreement. The proposal, this Agreement and any attachments pertaining to thereto shall comprise the Contract Document.

2. **ADDITIONAL SERVICES** If any additional or different Services are required to complete the Services, these additional Services shall be set forth in a Change Order satisfying all applicable and appropriate requirements including a separate schedule of fees and Services.

3. **COMPENSATION** Client will pay ATC Group Services LLC for Services and expenses in accordance with the Contract Document. ATC Group Services LLC will submit periodic invoices to Client together with reasonable supporting documentation requested by Client and a final bill upon completion of its services. Unless otherwise agreed in writing, there shall be no retainage. Payment is due within thirty (30) days. ATC Group Services LLC may suspend work, withhold reports and vacate the site without liability if payment is not received. Client, except to the extent caused by the negligence or willful misconduct of ATC Group Services LLC, its employees, agents or contractors, will indemnify ATC Group Services LLC for all claims concerning the suspension of work for nonpayment regardless of whether the claims are by the Client, someone claiming through the client, or by a third party. Client agrees to pay ATC Group Services LLC attorney's fees, and all other costs incurred in collecting past due amounts.

4. **INSURANCE** ATC Group Services LLC agrees that it now carries, and will continue to carry during the performance of any Services under this Agreement, Workers' Compensation and Employer's Liability, Commercial General Liability (including Contractual Liability), Commercial Automobile Liability, Professional Liability and Contractor's Pollution Liability insurance coverage with, at least, an AM Best rating of A and financial size of VIII with limits at or above those described below which may be met with any combination of primary and excess umbrella policies. The Commercial General Liability policy will be endorsed to include the Client as Additional Insured.

<p>a. Workers' Compensation (statutory) Employer's Liability</p> <p><input checked="" type="checkbox"/> Each accident \$ 1,000,000</p> <p><input checked="" type="checkbox"/> Disease - Each Employee \$ 1,000,000</p> <p><input checked="" type="checkbox"/> Disease - Policy Limit \$ 1,000,000</p>	<p>d. Errors and Omissions / Professional Liability</p> <p><input checked="" type="checkbox"/> Each Claim \$3,000,000</p> <p><input checked="" type="checkbox"/> Annual Aggregate \$6,000,000</p>
<p>b. Commercial General Liability</p> <p><input checked="" type="checkbox"/> Each Occurrence \$3,000,000</p> <p><input checked="" type="checkbox"/> Personal and Advertising Injury \$3,000,000</p> <p><input checked="" type="checkbox"/> General Aggregate \$6,000,000</p> <p><input checked="" type="checkbox"/> Products and Completed Operations Aggregate \$6,000,000</p>	<p>e. Contractor's Pollution Liability</p> <p><input checked="" type="checkbox"/> Each Claim \$3,000,000</p> <p><input checked="" type="checkbox"/> Annual Aggregate \$6,000,000</p>
<p>c. Commercial Automobile Liability</p> <p><input checked="" type="checkbox"/> Combined Single Limit \$1,000,000</p>	

5. **OBLIGATIONS OF CLIENT** Client warrants that all information provided to ATC Group Services LLC concerning the required Services is complete and accurate to the best of Client's knowledge. Client agrees to advise ATC Group Services LLC prior to commencement of the Services, and during the work, of any hazardous conditions on or near the Site known to Client. Client understands that ATC Group Services LLC is relying upon the completeness and accuracy of information supplied to it by Client and ATC Group Services LLC will not independently verify such information unless otherwise provided in the Contract Document. Client, except to the extent caused by the negligence or willful misconduct of ATC Group Services LLC, its employees, agents or contractors, shall be responsible for and shall indemnify and hold harmless ATC Group Services LLC for any costs, expenses or damages incurred by ATC Group Services LLC due to Client's failure to follow applicable reporting and governmental requirements. Client will not hold ATC Group Services LLC liable if ATC Group Services LLC recommendations are not followed and waives any claim against ATC Group Services LLC, and agrees to defend, indemnify and hold ATC Group Services LLC harmless from any claim or liability for injury or loss to the extent resulting from failure to properly implement ATC Group Services LLC recommendations.

6. **STANDARD OF CARE** ATC Group Services LLC Services as defined by the Contract Document shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by the consulting profession currently providing similar services under similar circumstances at the time the Services were provided. Client agrees to give ATC Group Services LLC written notice within one (1) year of any breach

or default under this section and to provide ATC Group Services LLC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATC Group Services LLC, as a condition precedent to any claim for damages.

7. LIMITATIONS OF METHOD RELIABILITY The Client recognizes and agrees that all testing and remediation methods have inherent reliability limitations; no method or number of sampling locations can guarantee that a condition will be discovered within the performance of the Services as authorized by the Client. The Client further acknowledges and agrees that reliability of testing or remediation methods varies according to the sampling frequency and other variables and that these factors, including cost, have been considered in the Client's selection of Services. ATC Group Services LLC observations only represent conditions observed at the time of the Site visit. ATC Group Services LLC is not responsible for changes that may occur to the Site after ATC Group Services LLC completes the Services.

8. INTERPRETATION OF DATA ATC Group Services LLC shall not be responsible for the interpretation of ATC Group Services LLC data by third parties, or the information developed by third parties from such data. Client recognizes that subsurface conditions may vary from those encountered at the locations where the borings, surveys, or explorations are made by ATC Group Services LLC and that the data interpretations and recommendations of ATC Group Services LLC personnel are based solely on the information available to them.

9. THIRD PARTY INFORMATION ATC Group Services LLC is dependent on information available from various governmental agencies and private database and title search companies to aid in evaluating the history of the Site. ATC Group Services LLC shall not be liable for any such agency's or company's failure to make relevant files or documents properly available, to properly index files, or otherwise to fail to maintain or produce accurate or complete records.

10. SITE ACCESS Client grants or shall obtain for ATC Group Services LLC a right of entry to all parts of the Site necessary to complete the requested Services and unless otherwise specified in the Contract Document, it represents that it has obtained the applicable permits and licenses for the proposed Services. If Client does not own the Site, Client represents that it has or will obtain prior to the commencement of the Services, the authority and permission of the owner and/or the occupant of the Site. Client acknowledges that due to the nature of some Services unavoidable damage may occur. Client waives its right of recovery for such unavoidable damage, and if Client is not the owner of the Site, Client agrees to indemnify and defend ATC Group Services LLC against any claims by the owner and/or occupant for any such damage. Unless otherwise specified in the Contract Document, ATC Group Services LLC is not liable for damages caused by exploratory demolition or investigation to identify, quantify, or evaluate building materials, systems, and/or components not readily accessible to ATC Group Services LLC during ATC Group Services LLC performance of the Services. ATC Group Services LLC is not responsible for unforeseen conditions that exist on the Site within building systems that prohibit or deter ATC Group Services LLC from gaining access to building materials, systems, and/or components.

11. TEST AND SAMPLING LOCATIONS Unless otherwise specified in the Contract Document, the accuracy of test or sampling locations and elevations will be commensurate only with pacing and approximate measurements or estimates. Client should retain the services of a professional surveyor if greater accuracy is required. Client will furnish a diagram indicating the accurate location of the Site. Sample locations may also be indicated on the diagram. ATC Group Services LLC reserves the right to deviate a reasonable distance from the boring and sampling locations unless this right is specifically revoked by Client in writing at the time the diagram is supplied.

12. SAMPLES AND EQUIPMENT Unless otherwise specified in the Contract Document or required by law, ATC Group Services LLC will not retain any samples obtained from the Site. At no time does ATC Group Services LLC assume title to the samples; all samples shall remain the property of the Client. ATC Group Services LLC will, however, sign manifests as agent for Client.

All laboratory and field equipment contaminated during ATC Group Services LLC Services that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of Client. Client shall purchase all such equipment as an expense of the Services, and it shall be turned over to the Client for proper disposal unless otherwise specified in the Contract Document.

13. OPINIONS OF COSTS ATC Group Services LLC may provide estimates of costs for remediation or construction as appropriate based on available data, designs, or recommendations. However, these opinions are intended primarily to provide information on the range of costs and are not intended for use in firm budgeting or negotiation unless specifically agreed to in writing by ATC Group Services LLC.

14. **SAFETY** ATC Group Services LLC shall, unless otherwise specified in the Contract Document, be responsible for health and safety procedures, construction means, methods, techniques, sequences, or procedures, however, ATC Group Services LLC shall not be responsible for the acts or omissions of contractors or other parties on the Site.

15. **UTILITIES** Unless otherwise specified in the Contract Document, it is Client's responsibility to mark or furnish the locations of all underground man-made obstructions at all Sites that the Client owns and/or operates. Client, except to the extent caused by the negligence or willful misconduct of ATC Group Services LLC, its employees, agents or contractors, shall indemnify, defend and hold harmless ATC Group Services LLC from and against any claims, losses or damages incurred or asserted against ATC Group Services LLC related to Client's failure to mark, protect or advise ATC Group Services LLC of underground structures or utilities.

16. **ROOF CUTS** Unless otherwise specified in the Contract Document, if roof cuts/samples are required by the Services, it is the responsibility of the Client to make appropriate repairs. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time samples are obtained, ATC Group Services LLC may make temporary repairs, which may result in additional charges. ATC Group Services LLC personnel are not certified in roofing repair, therefore under no circumstances, shall ATC Group Services LLC be responsible for any water damage to the roofing system, building, or its contents resulting from ATC Group Services LLC temporary repairs.

17. **HAZARDOUS CONDITIONS OR SUBSTANCES** The Client acknowledges that ATC Group Services LLC has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. All Site generated hazardous and non-hazardous waste, including used disposable protective gear and equipment, are the property of the Client. Client, except to the extent caused by the negligence or willful misconduct of ATC Group Services LLC, its employees, agents or contractors, agrees to indemnify and hold harmless ATC Group Services LLC against all claims for injury or loss sustained by any party, including the United States, from exposure, release, or the presence of any such hazardous, radioactive, toxic, irritant, pollutant, substance or constituent at the Site. This indemnity includes but is not limited to, ATC Group Services LLC acting as Client's agent to sign waste manifests, allegations that ATC Group Services LLC is a handler, generator, operator, treater or storer, transporter or disposer under any federal, state or local, law, regulation or ordinance, and Client's or third party's violation of federal, state or local, law, regulation or ordinance, related to the handling, storage, or disposal of hazardous substances or constituents at/or introduced to the Site, before or after the completion of the Services.

18. **RIGHT TO STOP WORK** If, during the performance of a Contract Document, any unforeseen hazardous substance, material, element, constituent, condition, or occurrence is encountered which, in ATC Group Services LLC reasonable judgment significantly affects or may affect the Services provided, the risk involved providing the Services, or the recommended scope of Services, ATC Group Services LLC may immediately suspend work.

19. **ATC GROUP SERVICES LLC AND CLIENT INDEMNIFICATION** ATC Group Services LLC shall indemnify and hold harmless Client against claims, demands, and lawsuits, to the extent arising out of or caused by the negligence or willful misconduct of ATC Group Services LLC, in connection with activities conducted in the performance of the Services. The Client shall indemnify and hold harmless ATC Group Services LLC from and against claims, demands, and lawsuits, to the extent arising out of or caused by Client's breach of this Agreement or the negligence or willful misconduct of the Client or other contractors retained by Client in connection with activities conducted in the performance of the Services. If a dispute arises between the parties resulting in litigation, the prevailing party shall be entitled to recover all reasonable costs incurred. Client agrees that all indemnifications granted to ATC Group Services LLC shall also be granted to those subcontractors retained by ATC Group Services LLC for the performance of the Services.

20. **LIMIT OF LIABILITY** ATC Group Services LLC total liability for all claims or causes of action of any kind including but not limited to negligence, bodily injury or property damage, breach of contract or warranty shall not exceed the amounts recoverable from the insurance limits set forth in this Agreement.

21. **CONSEQUENTIAL DAMAGES** In no event shall either party be liable to the other party for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless if such damages are caused by breach of contract, negligent act or omission, other wrongful act, or whether ATC Group Services LLC shall be advised, shall have other reason to know, or in fact shall know of the possibility of such damages.

22. **WARRANTY** ATC Group Services LLC is not a manufacturer. If any equipment is used or purchased by ATC Group Services LLC for the Services the manufacturer's warranties if any on the equipment are solely those of the manufacturer. ATC Group Services LLC makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise, concerning any of the goods or Services which may be furnished by ATC Group Services LLC to Client.

23. DOCUMENTS Project-specific documents and data produced by ATC Group Services LLC under this Agreement shall, upon completion of the Service Order become the property of Client upon payment of amounts owed ATC Group Services LLC. ATC Group Services LLC shall have the right, but not the obligation, to retain copies of all such materials.

24. RELIANCE Documents and data produced by ATC Group Services LLC are not intended or represented by ATC Group Services LLC to be suitable for use or reliance beyond the scope or purpose for which they were originally prepared, or for anyone except the Client unless authorized in writing by ATC Group Services LLC. Any such unauthorized use will be at the Client's or third party's sole risk.

25. THIRD-PARTY CLAIMS Client, except to the extent caused by the negligence or willful misconduct of ATC Group Services LLC, its employees, agents or contractors, agrees to pay ATC Group Services LLC costs (including reasonable attorney's fees) for defending ATC Group Services LLC against any claims that a third party or a regulatory agency asserts against ATC Group Services LLC related to the Services that were provided to Client. Claims include legal actions by a third party or a regulatory agency that are based upon the discoveries, findings or conclusions disclosed in documents or reports supplied to Client by ATC Group Services LLC.

26. SUBPOENAS The Client is responsible for payment of ATC Group Services LLC time and expenses resulting from ATC Group Services LLC response to subpoenas issued by any party, involving any legal or administrative proceeding in which ATC Group Services LLC is not named as a party, in connection with any Services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served. ATC Group Services LLC shall not object on Client's behalf to any subpoena, but will make reasonable efforts to cooperate with Client if Client chooses to object.

27. TERMINATION OF CONTRACT This Agreement may be terminated by either party upon thirty (30) days written notice provided that any incomplete or unfinished Contract Document will remain in effect until completed, unless otherwise agreed to in writing. In the event of termination or suspension, by the Client, ATC Group Services LLC shall be paid for Services performed prior to the termination date plus reasonable termination and suspension expenses.

28. ASSIGNMENT Neither the Client nor ATC Group Services LLC may assign, or transfer its benefits, rights, duties, or interest in this Agreement without the written consent of the other party. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.

29. FORCE MAJEURE Neither Client nor ATC Group Services LLC shall hold the other responsible for damages or delays in performance caused by uncontrollable events, which could not reasonably have been anticipated or prevented, including but not limited to, acts of God, the public enemy, acts of the Government of the United States or of the several states, or any foreign country, or any of them acting in their sovereign capacity, materially different Site conditions, wars, riots, terrorism, rebellions, sabotage, fires, explosions, accidents, floods, strikes, or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances.

30. FAX COPIES AND ELECTRONIC SIGNATURES The parties expressly agree that any fax Copy of these terms and conditions with a signature or any "PDF" file or any other method of Electronic Signature transmitted electronically on these terms and conditions by the person or entity whose signature is thereby transmitted shall be treated conclusively as an original signature and an original document for any and all purposes, including evidentiary, without the need to produce an original hard copy document with signature.

31. GENERAL PROVISIONS The captions and headings throughout this Agreement are for convenience only and do not define, limit, modify, or add to the meaning of any provision of this Agreement. If any provision of this Agreement is in conflict with any provision of the proposal, the terms and conditions of this Agreement shall prevail unless the conflict concerns the scope of Services to be provided. If any provision shall to any extent be deemed invalid, it shall be modified if possible to fulfill the intent of the parties as reflected in the original provision and the remainder of this Agreement shall not be affected. This Contract Document represents the entire understanding between the parties and supersedes any and all prior contracts whether written or oral. Nothing contained in this Contract Document shall be construed to be for the benefit of any persons not a party to this Agreement. No third party beneficiary rights are created. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which the Site is located. Any legal action arising out of this Agreement shall be venued in a court of competent jurisdiction within the state and county of the Site. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character. ATC Group Services LLC is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility whether in contract or tort, including negligence.

**EXHIBIT B
COMPENSATION**

General

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

Atlas Technical Consultants LLC proposal dated June 28, 2021

**EXHIBIT C
INSURANCE REQUIREMENTS**

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

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

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be an additional insured to the extent of the liabilities assumed by the Contractor under this Agreement. There shall be no added exclusions or limiting endorsements that 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 Project General Aggregate
\$1,000,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy to the extent of the liabilities assumed by the Contractor under this Agreement. 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 for any insurance listed herein.
- 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 and unqualified 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(s); name of insurance company; name(s), email address(es), and address(es) 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 may 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. If any of the above coverages expire by their terms during the term of this Agreement, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Southwest, Inc.		NAMED INSURED Atlas Technical Consultants, Inc.	
POLICY NUMBER See Certificate Number: 570089982189			
CARRIER See Certificate Number: 570089982189	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:
 Liability, Excess Liability, Professional Liability and workers' Compensation policies. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions of each policy will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

Blanket Notification to Others of Cancellation



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0217085-05	11/13/2020	11/13/2021	11/13/2020	14340000	-----	-----

Named Insured and Mailing Address:

Atlas Technical Consultants, Inc.
 221 RUE DE JEAN, STE 300
 LAFAYETTE, LA 70508-8501

Producer:

AON RISK SERVICES SOUTHWEST INC
 5555 SAN FELIPE ST STE 1500
 HOUSTON, TX 77056-2739

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage**
- Commercial Umbrella Liability Policy**
- Commercial Umbrella Liability Policy – Claims Made and Reported Coverage**
- Contractor’s Pollution Liability Insurance Policy**
- Contractor’s Pollution Liability Insurance Policy - Claims Made and Reported Coverage**
- Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage**
- Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage**
- Environmental Services Package Policy**
- Excess Environmental Insurance Policy - Claims Made and Reported Coverage**
- Follow Form Excess Liability Policy**
- Follow Form Excess Liability Policy – Claims Made and Reported Coverage**
- Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage**
- Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage**
- Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage**
- Professional Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage**
- Professional Environmental Consultant’s Liability Insurance Policy**
- Professional Environmental Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage**
- Public Entity Pollution Liability - Claims Made and Reported Coverage**
- Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage**
- Remediation Stop Loss**
- Z Choice Pollution Liability**
- Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage**
- Z Choice™ Pollution Liability - Claims Made and Reported Coverage**
- Z Link® Commercial General and Pollution Liability**

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2. 3.** and **4.** above.

- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.



Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-0217109-05	11/13/2020	11/13/2021	11/13/2020	14340000	-----	-----

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A.** If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
 1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person(s) or organization(s) whom you are required by written contract.	30

All other terms and conditions of this policy remain unchanged.

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A.** If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Any person(s) or organization(s) whom you are required by written contract.	30

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 11/13/20
 Insured

Policy No. WC 0217111-05

Endorsement No. _____
 Premium \$ -----

Insurance Company