

**CITY OF DETROIT BUILDING AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

**ATC GROUP SERVICES LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), dated and made effective as of this 30<sup>th</sup> day of April, 2019, by and between the **CITY OF DETROIT BUILDING AUTHORITY**, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 1301 Third Street, Suite 328, Detroit, Michigan 48226 (herein called the "Authority"), and **ATC GROUP SERVICES LLC**, a Michigan limited liability company, located at 46555 Humboldt Drive, Suite 100, Novi, Michigan 48377 (hereinafter called the "Professional Contractor").

WITNESSETH:

WHEREAS, the Authority desires to engage the Professional Contractor on an as needed basis to conduct general environmental supportive services for demolition, real estate, and capital projects (the "Project"); and

WHEREAS, the services to be performed hereunder (herein collectively called the "Services") are described in Exhibit A, attached hereto and made a part hereof by this reference, and are to be performed in accordance with this Agreement and Exhibit A; and

WHEREAS, the Professional Contractor has the requisite skills necessary to assist the Authority and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

WHEREAS, the Authority has adopted or will adopt a resolution authorizing the engagement of the Professional Contractor for the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I

Engagement of Professional Contractor

1.01 The Authority hereby engages the Professional Contractor and the Professional Contractor agrees to perform the Services as set forth in Exhibit A hereto, Professional Contractor's Proposal as set forth in Exhibit B hereto, and in accordance with the terms and conditions contained in this Agreement. Professional Contractor understands that these services are to be provided on an as needed basis as determined, by project, by the Authority.

1.02 The relationship of the Professional Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

## ARTICLE II

### Level of Performance, Documents and Dispute Resolution

2.01 The Professional Contractor warrants that its performance of the Services set forth in Exhibit A shall be of a professional standard of care and skill recognized to be the standard commonly accepted by practicing members of its profession. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

2.02 The Professional Contractor shall during the term of the Agreement, devote such time, attention, skill, knowledge and ability as is necessary to carry out and perform the Services, as herein required.

2.03 The Professional Contractor agrees to provide copies of any documents as part of the Services, if requested by the Authority.

2.04 In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, the reasonable interpretation and determination of the Authority, or such other representative as may be designated by the Authority, shall govern.

## ARTICLE III

### Contract Term

3.01 The Services to be performed by the Professional Contractor pursuant to the terms of this Agreement shall begin on the date that a Notice to Proceed is sent by the Authority to the Professional Contractor (the "Effective Date") and shall be complete not later than February 27, 2021 (the "Contract Term"), unless the term of this Agreement is otherwise extended in writing by the Authority. The Authority shall issue a separate Notice to Proceed for each project that Professional Contractor has been engaged to provide services under this Agreement.

ARTICLE IV  
Compensation

4.01 Professional Contractor acknowledges that services shall be provided on an as needed basis as determined by the Authority. The Authority agrees to pay the Professional Contractor for the proper performance of the Services described in Exhibit A hereto a fee for each separate project for which the Professional Contractor has been engaged, as provided in Section 4.02. The total aggregate amount of fees for projects awarded under this Agreement for the two-year duration shall not to exceed Two Million Dollars and 00/100 (\$2,000,000.00) Dollars. Once the not to exceed amount has been reached, the Authority will not assign any more work under this Agreement.

4.02 Professional Contractor acknowledges that when environmental supportive services are needed, the Authority will bid the work by contacting Professional Contractor via email with a description of the services that will be required for a project and a request for quotes. The Professional Contractor may be chosen based on price and their capacity to mobilize and complete the work within the time frame outlined in the scope of services for the project. The Authority makes no guarantee of any work or any guarantee of a specific quantity/volume of work for the Professional Contractor under this Agreement.

4.03 It is understood and agreed by the parties hereto that the fees for performance of Services is inclusive of any and all remuneration to which the Professional Contractor may be entitled, and that the Professional Contractor shall not receive any fringe benefits including, but not limited to, overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits and insurance benefits in addition to or in lieu of those expressly stated herein.

4.04 Any additional services requested by the Authority of the Professional Contractor shall be payable as mutually agreed upon in writing between the Authority and the Professional Contractor.

ARTICLE V  
Method of Payment

5.01 Payment for the proper performance of Services approved by the Authority, including installation of equipment required hereunder, shall be made in accordance with the payment schedule attached hereto and incorporated herein as Exhibit A.2.

5.02 Acceptance of final payment by the Professional Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims by the Professional Contractor of any liability of the Authority or the City for any act or omission relating to or arising under the Agreement, including any prior omission, negligence, delay or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Professional Contractor relating

to or arising from the Agreement and not otherwise waived by the Professional Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount thereof and the value of each item included in the claim. Unless the Professional Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Professional Contractor, the Professional Contractor will have waived such claims and the right to assert the claims.

## ARTICLE VI Assignments

6.01 The parties hereto having acknowledged that this Agreement is based upon the professional qualifications of the Professional Contractor further agree that the Professional Contractor shall not assign, subcontract, sell a controlling interest or transfer its interest in this Agreement without the prior written consent of the Authority.

## ARTICLE VII Termination

7.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the Professional Contractor at least fifteen (15) days before the Effective Date of the termination, should the Professional Contractor: (1) fail to fulfill in a timely and proper manner its obligations under this Agreement; (2) violate any of the covenants, agreements, or stipulations of this Agreement; (3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or (4) admit in writing its inability to pay its debts generally as they become due. The Professional Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Professional Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorneys' fees. The Authority may withhold any payment(s) to the Professional Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Professional Contractor is determined. It is expressly understood that the Professional Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Professional Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

7.02 The Professional Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. The rights provided to the Authority in the event of the Professional Contractor's breach as set forth in Section 7.01 shall be equally provided to the Professional Contractor.

7.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VII, by issuing a Notice of Termination to the Professional Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Professional Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Professional Contractor, as determined by the Authority relating to the commitments which had become firm prior to the termination, but only to the extent that the Professional Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Professional Contractor, to the extent such Services are being performed by the Authority or its designee, the Professional Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 7.03 exceed the maximum sum payable provisions in Section 4.01 and any compensation due the Professional Contractor for any duly authorized Amendments hereto increasing the scope of work hereunder.

7.04 After receipt of a Notice of Termination and except as otherwise directed by the Authority, the Professional Contractor shall:

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the Authority shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work so terminated;
- (d) As of the date the termination is effective, preserve all records and submit to the Authority such records and reports as the Authority shall specify, and furnish to the Authority an inventory of all furnishings, equipment, and other property purchased for the Agreement, (if any), and carry out such directives as the Authority may issue concerning the safeguarding or disposition of files and other property; and

- (e) Submit within thirty (30) days of the Notice of Termination a final report of receipts and expenditures of funds relating to this Agreement, and a list of all creditors, subcontractors, lessors, and/or other parties with which the Professional Contractor has incurred financial obligations pursuant to this Agreement (if any).

7.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Professional Contractor under this Agreement or in anticipation of this Agreement shall become the Authority's sole and exclusive property, whether or not in the Professional Contractor's possession, free from any claims or retention of rights thereto on the part of the Professional Contractor. The Professional Contractor shall promptly deliver to the Authority all of such property and the Authority shall return all the Professional Contractor's properties to it. The Professional Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Professional Contractor accordingly agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Professional Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

Should the Authority use such Work Product for any purpose except for the Project without utilizing the services of the Professional Contractor, the Professional Contractor shall have no liability arising out of or in connection with such use, or involving or resulting from such use.

## ARTICLE VIII Amendments

8.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Professional Contractor, or require the Professional Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Professional Contractor's compensation, which is mutually agreed upon by and between the Authority and the Professional Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Professional Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Professional Contractor shall not be required to perform in accordance with any requested Amendment until compliance with Section 8.02 is met.

8.02 No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of both parties. No verbal order or instructions shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the Authority, or any other person, either before or after the execution of the Agreement shall affect or modify any of the terms, conditions or obligations contained herein.

ARTICLE IX  
Conflict of Interest

9.01 The Professional Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Professional Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

ARTICLE X  
Confidential Information

10.01 In order that the Professional Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the Authority to disclose confidential and proprietary information to the Professional Contractor pertaining to the Authority's or the City of Detroit's (herein called the "City") past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Professional Contractor shall regard all information gained as a result of the Services to be performed hereunder as information which is confidential and proprietary to the Authority or the City and not to be disclosed to any organization without the prior written consent of the Authority or the City.

ARTICLE XI  
Indemnity

11.01 The Professional Contractor agrees to indemnify, defend and hold harmless the Authority and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority or the City to the degree of fault of the Professional Contractor and its employees, agents, consultants and sub-consultants by reason of any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Professional Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the Professional Contractor now existing or hereafter created, or their agents and employees.
- (b) Any failure by the Professional Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Professional Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.

The Professional Contractor also agrees to hold the City and the Authority harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the Authority which arises out of the negligent performance by the Professional Contractor or its employees of the Services under this Agreement to the degree of fault of the Professional Contractor.

11.02 In the event any action or proceeding shall be brought against the Authority or the City, or any of their respective agents or employees, by reason of any claims covered hereunder, the Professional Contractor, upon notice from the Authority, shall at the Professional Contractor's sole cost and expense, resist or defend the same to the degree of Professional Contractor's fault with counsel of the Professional Contractor's choice, provided said counsel is acceptable to the Authority and/or the City.

11.03 The Professional Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the property and materials that its employees, consultants, or subcontractors use or have in their possession while performing under this Agreement. Further, the Professional Contractor agrees to hold the Authority harmless for any loss of such property and materials to the degree of Professional Contractor's fault used by such persons pursuant to the Professional Contractor's performance under this Agreement or which is in their possession.

11.04 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Professional Contractor under workers' compensation acts or other employee benefit acts. In addition, the Professional Contractor agrees to hold the Authority and the City of Detroit harmless from the payment of any deductible on any insurance policy to the degree of Professional Contractor's fault.

11.05 The Professional Contractor agrees that it will require the same indemnification of the Authority by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement.



11.06 Nothing contained in this Article XI shall be construed to require indemnification by the Professional Contractor to a greater degree than that permitted by Act 165 of the Michigan Public Acts of 1966, being MCLA 691.991.

ARTICLE XII  
Insurance

12.01 It is agreed, prior to the execution of this Agreement by the Contractor, that the Contractor shall procure and maintain, and shall provide the Authority with evidence of, the following occurrence-based liability insurances in the following amounts:

- (a) Worker's Compensation insurance, which meets the Michigan statutory requirements, and Employer's Liability insurance with minimum limits of \$500,000 for each accident, \$500,000 each disease, and \$500,000 each person.
- (b) Commercial General Liability insurance with combined single limits of \$1,000,000 per occurrence and with a minimum aggregate of \$2,000,000.
- (c) Errors and Omissions and Professional Liability with minimum limits of \$1,000,000.
- (d) Automobile Liability insurance covering all owned, non-owned, and hired automobiles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000 per occurrence. This insurance shall be kept in force and effect until receipt of final payment by the Professional Contractor.

12.02 If during the term of this Agreement, changed conditions or other pertinent factors should, in the reasonable judgment of the Authority, render inadequate the insurance limit, or types of coverage required herein, the Professional Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be under valid and enforceable policies, issued by insurers of recognized responsibility, registered to do business in the State of Michigan and which are well-rated by national rating organizations and are acceptable to the Authority.

12.03 Professional Contractor agrees to notify the Authority in writing of any material change or cancellation or non-renewal of any of the required policies at least thirty (30) days prior to such material change, cancellation or non-renewal and failure to do so will constitute material breach of this Agreement.

12.04 Certificates of insurance evidencing all required coverage shall be submitted to the Authority prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

12.05 The Professional Contractor shall be responsible for payments of all deductibles contained in any insurance required hereunder. The provisions requiring the Professional Contractor to carry the insurance required under this Article shall not be construed in any manner as waiving or restricting the obligation to indemnify or any other liability of the Professional Contractor under this Agreement.

12.06 Unless prohibited by law, all policies of insurance required herein, except for Worker's Compensation and Automobile Liability, shall name the Authority, the City, and the Detroit Land Bank Authority as additional insureds.

### ARTICLE XIII Fair Employment Practices

13.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Professional Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Professional Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

13.02 The Professional Contractor agrees to comply with all rules and procedures adopted by the Human Rights Department. The parties hereto shall promptly furnish any information required by the City or the Human Rights Department of the City of Detroit pursuant to this Article.

The Professional Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

The Professional Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such

affirmative action shall include, but not be limited to, the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Professional Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

13.03 The Professional Contractor further agrees that it will notify any subcontractor of its obligations relative to nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in such subcontract, as well as provide the Authority a copy of any subcontract agreement upon request. The Professional Contractor further agrees to take such action with respect to any subcontract procurement as the Authority may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

13.04 Breach of the terms and conditions of this Article XIII may be regarded as a material breach of this Agreement.

#### ARTICLE XIV

##### Notices

14.01 All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

If to Authority: City of Detroit Building Authority  
1301 Third Street, Suite 328  
Detroit, Michigan 48226  
Attention: Tyrone Clifton, Director

with a copy to: The Allen Law Group, PC  
3011 W. Grand Blvd., Suite 2500  
Detroit, Michigan 48202  
Attention: Floyd E. Allen, Esquire

If to Professional Contractor: ATC Group Services LLC  
46555 Humboldt Drive, Suite 100  
Novi, Michigan 48377  
Attention: Robert Smith, Program Manager

14.02 Notices shall be deemed received three (3) days after the day of mailing. Either party to this Agreement may change its address for the receipt of Notices

at any time by giving Notice thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XV  
Representations and Warranties

15.01 Professional Contractor represents and warrants that all of the following statements are true and shall remain true from the Effective Date of this Agreement throughout the Contract Term:

- (a) The Professional Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Professional Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Professional Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Professional Contractor.
- (d) Professional Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement, Professional Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation regarding any issues with the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.
- (e) Professional Contractor represents and warrants that it has the necessary financial resources, employees, vehicles and equipment available to provide the Services required by this Agreement.
- (f) Professional Contractor represents and warrants that it is not, jointly or severally, party to any contract or agreement or subject to any other restriction or unusually burdensome order of any regulatory commission, court, board or agency, which may materially and adversely affect its ability to provide the Services. The execution and performance of this Agreement and the documentation related hereto, will not result in the creation of any other encumbrance or charge upon any asset of Professional Contractor pursuant to the terms of any other agreement. No provisions of any existing mortgage, indenture, contract or agreement affecting Professional Contractor's operations and/or assets is in effect which would conflict

- with or in any way prevent the execution, delivery or enforcement of the terms of this Agreement.
- (g) To the best of Professional Contractor's knowledge, it has not received any written notice from any governmental authority that the Professional Contractor is now in violation of any governmental orders, regulations, statutes or ordinances dealing with the Professional Contractor's operations. In the event any such notice from any governmental authority is received by Professional Contractor between the Effective Date and throughout the Contract Term, which Contractor does not reasonably contest, Professional Contractor shall correct the same at Professional Contractor's expense as promptly as possible.
  - (h) Professional Contractor has not entered into any contracts or made any commitments which would bind the Authority as a successor in interest.
  - (i) Professional Contractor has not entered into any other existing agreements which will conflict with its obligations hereunder.
  - (j) To the best of Professional Contractor's knowledge, all documents heretofore and hereafter provided to the Authority are, and shall be complete, true, and accurate in all material respects.
  - (k) Professional Contractor has not contracted for the furnishing of labor or materials which will not be paid in full by Professional Contractor in the ordinary course.
  - (l) Professional Contractor has no notice of, and there is no pending or threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Professional Contractor and/or its operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department, commission, board, bureau, agency or instrumentality thereof, the outcome of which may materially adversely affect Professional Contractor and/or Professional Contractor's ability to perform the Services in accordance with this Agreement.
  - (m) No federal, state or local taxing authority has asserted any tax deficiency, lien, or assessment against the Professional Contractor which has not been paid or the payment for which adequate provision has not been made to the Authority's reasonable satisfaction.
  - (n) That Professional Contractor and the principals and/or partners and/or owners and/or officers of Professional Contractor are citizens of the United States of America as defined in Section 1445 of the Internal Revenue Code.
  - (o) This Agreement, and all related documents will, when executed and delivered by Professional Contractor, be the valid, legal and binding agreements or obligations of the Professional Contractor, enforceable in accordance with their respective terms, having been duly authorized by all requisite corporate action.

- (p) Professional Contractor has complied with all applicable City clearance and hiring policy requirements, including execution and delivery of a Request for Income Tax Clearance, Vendor Clearance Request, Covenant of Equal Opportunity, Hiring Policy Compliance Affidavit and Slavery Era Records and Insurance Disclosure Affidavit.
- (q) Professional Contractor hereby warrants and represents to and covenants with the Authority that each and every warranty, representation, and covenant set forth in this Agreement shall be true for the period from the Effective Date and throughout the Contract Term of this Agreement.

ARTICLE XVI  
Miscellaneous

16.01 (a) No failure by the Authority to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term or condition of this Agreement and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

16.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.03 This instrument, including any exhibits hereto, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the Authority nor the Authority's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Professional Contractor by implication or otherwise unless expressly set forth herein. The Professional Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

16.04 Unless the context otherwise expressly requires, the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article or section or other subdivision.

16.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

16.06 The headings and sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way effect the same.

16.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Michigan. The Professional Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Professional Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Professional Contractor on notice, and the Professional Contractor hereby waives any and all claims relative to such notice. The Professional Contractor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

16.08 If any affiliate (as hereinafter defined) of the Professional Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Professional Contractor with right legal effect. "Affiliate" shall mean a "parent", subsidiary or other company controlling, controlled by or in common control with the Professional Contractor.

16.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the Authority may contract with other consulting firms and that the Professional Contractor is free to render the same or similar advisory services to other clients; provided, however, that the Professional Contractor's obligations to the Authority contained in this Agreement will not be affected in any manner.

16.10 Neither party shall be responsible for force majeure events. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the Authority's determination shall be controlling. However, in the event of an occurrence of any circumstance(s) beyond the control of the Professional Contractor, the Authority may, at its option, terminate this Agreement, pursuant to Article VII herein.

16.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives and employees now existing or hereafter created.

16.12 The Professional Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt or other obligations or become

in arrears to the City, for any real property, personal property or income taxes owed to the City.

16.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Authority shall submit to the Professional Contractor a confirmed copy of this Agreement.

16.14 [INTENTIONALLY OMITTED].

16.15 Professional Contractor acknowledges and agrees that the Authority shall be permitted to audit the Professional Contractor's financial records pertaining to the Contractor's performance of this Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

16.16 Professional Contractor and each of its subcontractors, if any, shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874), and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which it is otherwise entitled. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by any of its subcontractors with the terms of this Section.

16.17 Professional Contractor and each of its subcontractors, is prohibited from paying or accepting any bribe in connection with securing this Agreement or in connection with performing under the terms of this Agreement. Professional Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.




IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DETROIT BUILDING  
AUTHORITY, a Michigan public authority  
and body corporate

By:   
Bryan Barnhill, II, BAA Chairman

Its: Chairman

By:   
Christopher T. Jackson

Its: Treasurer

ATC Group Services LLC, a Michigan limited  
liability company

By: 

Its: DEPARTMENT MGR

APPROVED AS TO FORM:

*Floyd E. Allen*

General Counsel, City of Detroit  
Building Authority

## EXHIBIT A

### SCOPE OF SERVICES

Professional Contractor shall provide general environmental supportive services on an as needed basis to support the DBA's programs for demolition, real estate, and capital projects. These services include but are not limited to: soil and/or debris removal and disposal; underground storage tank testing, removal, transportation, disposal, and site restoration; pumping-out/dewatering; pit/drum/container testing, removal, and disposal; Phase I, Phase II, and other environmental site assessments; and hazardous/regulated materials reports.

Professional Contractor acknowledges that when general environmental supportive services are needed, the Authority will bid the work by contacting the Professional Contractor via email with a description of the services that will be required and a request for quotes. The Professional Contractor may be chosen based on price and their capacity to mobilize and complete the work within the time frame outlined in scope of services for the project. The Authority makes no guarantee of any work or any guarantee of a specific quantity/volume of work for the Professional Contractor under this Agreement.

The services to be performed by the Professional Contractor shall not be assigned, sublet, or transferred, nor shall the Professional Contractor assign any monies due or to become due to them under any contract entered with the Authority pursuant to these specifications, without prior written approval of the Authority.

## HAZARDOUS/REGULATED MATERIALS SCOPE OF SERVICES, 3/21/2017

- 1. Overview.** The City of Detroit (hereafter: "Owner") and the Detroit Building Authority (hereafter: "Authorized Representative") respectfully request these services in order to properly abate asbestos-containing materials and other hazardous/regulated materials prior to demolition. The Detroit Demolition Program is the most aggressive blight elimination program in the nation, and these services are essential to mitigate potential threats to worker and public health and safety.

The Consultant shall provide the following services:

- a. Hazardous/Regulated Materials Survey and Inspection. In accordance with all applicable laws, regulations, authorities and protocols, survey and inspect the assigned site(s) to...
  - i. identify, quantify and locate (presumed or suspect) asbestos-containing materials and other hazardous/regulated materials;
  - ii. sample and analyze suspect asbestos-containing materials; and
- b. Report. Prepare a written report of the...
  - i. results of and methodologies for the survey(s) and inspection(s) of the assigned site(s) and;
  - ii. recommended methods for the proper removal and disposal of asbestos-containing materials and other hazardous/regulated materials.
- c. Estimate Costs for Abatement. Estimate costs for the abatement of asbestos-containing materials and other hazardous/regulated materials identified on the assigned site(s).
- d. Post-Abatement Inspection and Verification. Inspect the assigned site(s) and verify that all safely accessible asbestos-containing materials and other hazardous/regulated materials have been abated/removed from the assigned site(s).
- e. Deconstruction Evaluation (Only if explicitly requested in the Request for Proposals or Notice to Proceed). Survey and inspect the assigned site(s) to collect information on building characteristics and the condition of building materials for the purposes of deconstruction.

The actual removal and disposal of asbestos-containing materials and other hazardous/regulated materials is not a part of this Scope of Services and shall be undertaken by one or more Contractors under a separate scope of services. Additionally, the deconstruction of buildings and the salvage of materials identified during the inspection is not a part of this Scope of Services and shall be undertaken by one or more Contractors under a separate scope of services.

- 2. Consultant Qualifications.** The Consultant must possess the following qualifications:

- a. Credentials. The Consultant must employ a State of Michigan Accredited Asbestos Inspector and an individual with the Occupational Safety and Health Administration (OSHA) 40-hour Hazardous Waste Operations (HAZWOPER) Certification and the OSHA 8-hour refresher HAZWOPER Re-certification. The employment of any of the following professionals is preferred:
  - i. a Certified Hazardous Materials Manager (CHMM),
  - ii. Certified Industrial Hygienist (CIH),
  - iii. State of Michigan Accredited Asbestos Abatement Supervisor,
  - iv. State of Michigan Accredited Management Planner, or
  - v. State of Michigan Accredited Project Designer.
- b. Industry Knowledge. The Consultant must possess extensive knowledge of all applicable Federal, State and local laws, regulations and authorities related to the survey and inspection of asbestos-containing materials and other hazardous/regulated materials. This includes, but is not limited to, NESHAP, MIOSHA, OSHA, NIOSH, NREPA, and RCRA. The Consultant must also possess extensive knowledge of industry best practices related to the same, and the Consultant must possess a basic understanding and knowledge of building construction, materials and finishes.
- c. Relevant Experience. The Consultant must possess significant, recent experience in the survey and inspection of sites for asbestos-containing and other hazardous/regulated materials in accordance with all applicable laws, authorities, regulations, and best practices. The actual survey and inspection (See Sections 4., 5., 6., 12. and 13.) of any assigned site(s) must be performed by a State of Michigan Accredited Asbestos Inspector with no less than two (2) years of full-time work experience in the survey and inspection of sites for asbestos-containing materials or other hazardous/regulated materials. The Consultant may allow an Accredited Asbestos Inspector who has less than two (2) years of full-time work experience to assist with the survey and inspection of a site if that person is supervised in the field by another Accredited Asbestos Inspector who possesses two (2) or more years of full-time work experience.
- d. Professional Relationships. The Consultant must possess a strong, positive and professional relationship with the appropriate regulatory authorities, particularly the Michigan Department of Environmental Quality (MDEQ) and the Michigan Occupational Safety and Health Administration (MIOSHA).

### **3. Pre-Survey/Inspection Due Diligence.**

- a. Document/Records Review. The Consultant must review any readily-available site and/or building records or documents (including maps, plats, images, drawings, specifications or blueprints) to become familiar with the physical layout of and improvements on the assigned site(s) and the construction of the structure(s).
- b. Engagement with Regulatory Authorities. Prior to the survey and inspection (See Sections 4., 5. and 6.) of all properties identified in the Notice to Proceed, the Consultant must engage the

MDEQ (particularly the Air Quality Division) and MIOASHA on behalf of the Owner and its Authorized Representative to identify and resolve any concerns/issues expressed by the regulatory authorities. The Consultant must notify the regulatory authorities of the areas/neighborhoods in which the Consultant will work. After engaging with representatives of the regulatory authorities, the Consultant must provide the Owner or its Authorized Representative with a brief summary of the engagement via e-mail to the designated point(s) of contact. The e-mail shall identify the following:

- i. the date(s) of the engagement;
- ii. the method of engagement (i.e. conference call, e-mails, or in-person meeting);
- iii. the staff person(s) from the regulatory authorities;
- iv. the issues/concerns discussed; and
- v. any strategies/plans to address those issues/concerns

#### **4. Survey and Inspection – General.**

- a. Area of Survey and Inspection. To the greatest degree possible, the Consultant must survey and inspect:
  - i. the entire area of the assigned site(s) as defined by the property/parcel boundaries;
  - ii. the interior and exterior of all structures on the site(s);
  - iii. any improvements or appurtenances on the site(s).
- b. Incorrect or Unknown Address/Property. If the Consultant is unclear as to an assigned site, then the Consultant must hold the survey and inspection of that site and immediately contact the Owner or its Authorized Representative for clarification. The Consultant must proceed with the survey and inspection only when the assigned site is clarified by the Owner or its Authorized Representative via e-mail. The Consultant is solely responsible for the survey and inspection of the assigned site(s). If the Consultant surveys or inspects the wrong site(s) without asking for clarification from the Owner or its Authorized Representative, then the Consultant shall not be entitled to any compensation for any services performed at the wrong site(s). Neither the Owner nor the Authorized Representative will receive, process or approve any Change Order or additional fee for any additional surveys or inspections.
- c. Limited or No Accessibility. The Consultant must use any reasonable means (i.e. extension ladder, crowbar, bolt cutters, etc.) to access, survey, inspect and sample the assigned site(s). The Consultant must thoroughly document (read: photograph) any areas which are inaccessible due to compromised or collapsed structural members or building components (i.e. roof, floor, wall, stairway, etc.). The Consultant must ensure that these areas are clearly marked and documented in the Report (See Section 7.). The Consultant must immediately contact the Owner or its Authorized Representative via e-mail if there are inaccessible areas resulting from any of the following conditions: occupied structure, excessive debris, locked/barricaded door,

flooded basement or crawlspace. A third-party contractor will work to alleviate these conditions in order to facilitate the survey and inspection.

- d. Assignment of Exterior Area and Functional Space Designations. After a review of any available site and building records (See Section 3.a. above) and an initial survey of the site, the Contractor must assign Exterior Area Designations to cover all areas of the site and assign Functional Space Designations to cover all areas of the structure(s) on the site. The Consultant must field mark each Functional Space with its Functional Space Designation in fluorescent spray paint.
- The Exterior Area Designations should generally relate to a side of the principal structure on the site (i.e. Front Exterior Area, Rear Exterior Area, Side Exterior Area, etc.)
  - Per 40 CFR 763.83, a “Functional Space” means a room, group of rooms, or homogeneous area. “Functional Space” may include a basement, attic, hallway or closet. Every area of a structure should be covered by a Functional Space Designation.
- e. Photographs of the Site, Structures and Functional Spaces. To the greatest extent possible, the Consultant must take color photographs which capture the entirety of a site. This includes all Exterior Areas, all sides of any structure on a site and all Functional Spaces within a structure. The Consultant must take at least one (1) color photograph of each side of the façade of every structure located on a site, and the Consultant must take at least one (1) color photograph of each Exterior Area and each Functional Space on an assigned site. The Consultant must ensure that each photograph provides as much context as possible. If a Consultant believes that certain Exterior Areas or Functional Spaces are inaccessible, then the Consultant must take at least one (1) color photograph which clearly documents the impediment to accessibility. The Consultant must ensure that every photograph is clear. The Consultant must provide new, color photographs if the Owner or its Authorized Representative believes that the current photographs are blurry, fuzzy or otherwise unclear. Neither the Owner nor the Authorized Representative will receive, process or approve any Change Order or additional fee for any new or additional photographs.
- f. General Survey and Inspection Methodology. The Consultant must conduct a thorough, exploratory survey of the site(s), structure(s) and building components for presumed or suspect asbestos-containing materials and other hazardous/regulated materials. The Consultant must utilize destructive methods to gain access to enclosed interior and exterior walls, ceilings, floors, attics or other areas. Furthermore, the Consultant must inspect mechanical systems (HVAC) and the roof system if safely accessible.
- g. Compliance with All Applicable Health and Safety Laws, Regulations and Protocols. The Consultant must conduct the survey and inspection in accordance with all applicable laws, regulations and protocols pertaining to worker and public health and safety.
- 5. Survey and Inspection – Asbestos-Containing Materials.**
- a. Overview. Pursuant to 40 CFR 61.145, the Consultant must:
- i. Identify and quantify presumed or suspect friable asbestos-containing materials and suspect Category I and Category II non-friable asbestos-containing materials;

- ii. Locate presumed or suspect friable asbestos-containing materials and suspect Category I and Category II non-friable asbestos-containing material using the Exterior Area and Functional Space Designations (See Section 4.c.) for each site;
  - iii. Sample suspect friable asbestos-containing materials and suspect Category I and Category II non-friable asbestos-containing materials in accordance with the protocols below (See Section 5.c.).
- b. Inventory of asbestos-containing materials by homogeneous area. The Consultant must identify each homogeneous area by uniform appearance (i.e. color or texture) and other characteristics. The Consultant must locate the material by Exterior Area or Functional Space Designation. The Consultant must quantify the amount of the material. "N/A" or "Throughout" or any similar term is an unacceptable response for quantification and will result in rejection of the report. The Consultant must classify the homogeneous area as Surfacing Material, Thermal System Insulation or Miscellaneous Material. The Consultant must categorize each material as friable, Category I non-friable, or Category II non-friable.
- c. Sampling Methodology. Based upon homogeneous area, the Consultant must sample all suspect friable asbestos-containing materials and all suspect Category I and Category II non-friable asbestos-containing materials. The Consultant must field mark ("X" or circle) each sampling location with fluorescent spray paint. The Consultant must sample materials as follows:

**Surfacing Material**

Sprayed-on, troweled-on or otherwise applied to surfaces, such as friable acoustical plaster on ceilings and fireproofing materials on structural members or other materials on surfaces for acoustical, fireproofing, or other purposes.

Size of the Sampling Area	Minimum # of Samples
Less than 1,000 square feet	3
1,000 to 5,000 square feet	5
Greater than 5,000 square feet	7

**Thermal System Insulation (TSI)**

Material that is applied to pipes, fittings, boilers, breeching, tanks, ducts or other interior structural components to prevent heat lost or gain or water condensation or for other purposes.

Type of TSI Material	Minimum # of Samples
TSI General	3
Less than 6 linear feet or square feet of patch	1
Elbows, fittings, and cementitious materials	3

**Miscellaneous Material**

A building material on structural components, structural members or fixtures, such as non-friable hard-wall and ceiling plaster, floor and ceiling tiles, and does not include surfacing material or thermal system insulation.

Type of Miscellaneous Material	Minimum # of Samples
Any	2

- d. Exceptions to the Sampling Methodology. The Consultant is not required to sample the following homogeneous areas/materials:
  - Vermiculite is to be presumed positive for asbestos per U.S. EPA recommendation since there is no accepted analytical method. Therefore, the sampling of vermiculite is not required. If vermiculite is determined to be a component of a material (via Polarized Light Microscopy; i.e. wall plaster with vermiculite), then the Consultant must presume the material as asbestos-containing, and point-counting is unnecessary.
  - Homogeneous areas or materials for which the use of mechanized or power equipment (i.e. aerial lift) is needed. However, this exception does not absolve the Consultant of the sampling requirements for materials (i.e. roofing or window caulking, See Section 4.f.) which may be safely accessed by any reasonable means (See Section 4.c.)
- e. Note on Regulatory Requirements and Best Practices for Sampling. This Scope of Services is intended to result in the most inclusive and thorough sampling practices in order to satisfy the NESHAP requirements. For example, this Scope of Services does not recognize any exemptions or limitations on sampling contained in 40 CFR 763. When in doubt, the Consultant must utilize the most inclusive and thorough sampling methods possible for all suspect materials whether friable or non-friable. This includes materials such as cinder blocks, mortar, brick and/or cement foundation if any of these materials are suspected of asbestos content.
- f. Submittal of Samples to a Laboratory. Through a clearly documented chain of custody, the Consultant must submit all bulk samples collected during the inspection to a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for Polarized Light Microscopy (PLM) analysis and dispersion staining.
- g. Analysis of Samples. The Consultant must ensure that the PLM analysis follows U.S. EPA Test Method for the Determination of Asbestos in Bulk Building Materials (EPA 600-R-93-116) and the National Institute of Standards and Technology (NIST) Handbook for Bulk Asbestos Analysis (150-3). The Consultant must direct the laboratory to analyze samples and provide results of the analysis within three (3) business days of receipt unless otherwise indicated in this Scope of Services (See Section 12.b.). The Consultant must direct the laboratory to use the point-counting analytical method on all samples of asbestos-containing materials which test between a trace amount and one percent (1%) asbestos content. To minimize costs, the Consultant must direct the laboratory to analyze samples from the same homogeneous area using a “first positive stop” methodology.

**6. Survey and Inspection – Other Hazardous/Regulated Materials.**

- a. Overview. The Consultant must survey and inspect the assigned site(s) in order to identify environmental concerns which may require decontamination or disposal prior to demolition.



Potential environmental concerns may include, but are not limited to, universal wastes, household wastes and general wastes.

- b. Survey/Inspection Methodology. The Consultant must survey and inspect the entire site, including any and all structures on the assigned site. The Consultant must identify each hazardous/regulated material which is in excess of de minimis/typical household/regulated quantities. The Consultant must identify all materials of de minimis or typical household quantities as "miscellaneous materials" (See Section 6.d. below). The Consultant must locate each hazardous/regulated material by Exterior Area or Functional Space Designation. To the extent possible, the Consultant must field mark ("X" or circle) each hazardous/regulated material with fluorescent spray paint. The Consultant must pay particular attention for the following materials:
- i. Debris piles and/or evidence of dumping, both on the property exterior and within the structure(s);
  - ii. Containers, drums, batteries, oil/water separator basins, or other features which may contain potentially hazardous/regulated materials;
  - iii. Fluorescent light tubes and (possibly PCB-containing) ballasts, high-intensity discharge (HID) and low pressure sodium lamp bulbs;
  - iv. Mercury light switches, mercury containing thermostats, and mercury containing gas pressure regulators;
  - v. CFC refrigerants (found in air conditioners, refrigerators, freezers, and dehumidifiers);
  - vi. Electronics, emergency lighting batteries, smoke and carbon monoxide detectors;
  - vii. Fire extinguishers, compressed gas cylinders;
  - viii. Chemicals, pesticides, paints, solvents, used oil, fuels, and fuel tanks;
  - ix. Biological waste (i.e. vermin);
  - x. Medical waste (i.e. syringes) and controlled substances (pharmaceuticals or illegal substances);
  - xi. Mechanical equipment (i.e. lawn mowers, compressors, engines etc.);
  - xii. Scrap tires;
  - xiii. Major appliances;
  - xiv. Other fluids and unknown liquids
- c. Inventory of Hazardous/Regulated Materials. The Consultant must inventory hazardous/regulated materials by type, quantity, size and location. The Consultant must

observe and record labels on any containers or drums found on site, and the Consultant must assess and record the condition of any containers or drums (i.e. sealed, leaking, corroded, etc.).

- d. Recommendations for Removal and Disposal. The Consultant must prepare recommendations for the proper removal and disposal of all waste streams based upon the following criteria:
- i. All hazardous/regulated materials in excess of de minimis or typical household quantities must be removed and properly disposed prior to demolition;
  - ii. Liquid hazardous/regulated materials in excess of de minimis or typical household quantities must be sampled and analyzed for waste characterization and disposal.
  - iii. Tires in excess of typical household quantities (typically 5 or more) must be identified for proper disposal prior to demolition;
  - iv. Any hazardous/regulated materials which may pose a fire or explosion hazard during demolition or transport must be properly disposed prior to demolition;
  - v. De minimis or typical household quantities of hazardous/regulated materials must be documented as "miscellaneous" but do not require removal prior to demolition, assuming all demolition waste will be disposed in a Type II landfill;
  - vi. Equipment and wastes generated prior to demolition may also be regulated under the Resource Conservation and Recovery Act (RCRA) or the Toxic Substance Control Act (TSCA).
7. **Hazardous/Regulated Materials Survey and Inspection Report**. The Consultant must prepare a single report for each site which presents the results of and the methodologies for the survey and inspection.
- a. Cover Page. Every report must have a cover page which contains:
- i. the title of the report "Hazardous/Regulated Materials Survey and Inspection Report";
  - ii. the address of the site by street number, street name and ZIP Code;
  - iii. a picture of the front of the structure from the primary street;
  - iv. the company name of the Environmental Consultant which conducted the survey and inspection and prepared the report;
  - v. the primary business address and phone number of the Environmental Consultant;
  - vi. the date that the report was completed and provided to the Owner or its Authorized Representative.
- b. Executive Summary. Every report must begin with an Executive Summary. The Executive Summary must contain all of the information included in Attachment 1 and must follow the

same format as Attachment 1. The Consultant must highlight in yellow all text which was added as part of a revised report (See Section 12.c.).

- c. Site Drawing. Immediately following the Executive Summary, the report shall present a Site Drawing which identifies the orientation of the site and identifies each Exterior Area and Functional Space as designated during the survey and inspection. The Site Drawing shall identify any inaccessible areas on the site. For suspect asbestos-containing materials, the Site Drawing shall identify the location, sample #, and the analytical result. For other hazardous/regulated materials, the Site Drawing shall identify the location and brief description of materials found at the site.
- d. Photographs of the Site, Structure(s), and Functional Spaces. Immediately following the Site Drawing, the report shall present the photographs of the subject site (See Section 4.e.). To the greatest extent possible, the photographs shall capture the entirety of the site. This includes all Exterior Areas, all sides of any structure on a site, and all Functional Spaces within the structure(s). The photographs shall be organized and labeled so as to clearly present the conditions of the site to the Demolition or Abatement Contractor.
- e. Inventory Sheets. Immediately following the site photographs, the report shall include completed inventory sheets similar to those found in Attachments 2 & 3. The Consultant may utilize an alternate inventory sheet which is substantially similar to those found in Attachments 2 & 3 as long as the alternate inventory sheet contains all of the information found in the Attachments. The Owner or its Authorized Representative will determine, at their sole discretion, the similarity between the Attachments and the actual inventory sheets included in the report. If the inventory sheets provide insufficient information to the Demolition or Abatement Contractor, then the Owner or its Authorized Representative may request and the Consultant must provide modified inventory sheets. For the inventory of materials sampled for asbestos, the Consultant must **bold** all text/data related to regulated asbestos-containing materials in order to clearly highlight those materials. The Consultant must highlight in yellow all text which was added as part of a revised report (See Section 12.c.).
- f. Recommendations for Removal and Disposal. In accordance with all applicable laws, regulations, protocols and best practices, the report shall include recommendations for the removal and disposal of asbestos-containing materials and any other hazardous/regulated materials identified on site.
- g. Complete Chain of Custody Documents. The report shall include complete chain of custody forms which document the sample transport process and the submittal of all samples to the laboratory.
- h. Laboratory Qualification and Certification. The report shall include a statement of qualification of the laboratory which conducted the analyses and a copy of its NVLAP certification.
- i. Sampling Methodology, Laboratory Testing Methodology and Quality Assurance & Control. The report shall include a description of the sampling methodology, laboratory methodology and all measures of quality assurance and control.

- j. Compliance with All Laws, Authorities and Regulations. The report shall include any other information required under all applicable laws, authorities or regulations which may not be covered under this Section of the Scope of Services.
  - k. Report Submittal. The Consultant must upload an electronic (.pdf) copy of the report to a cloud-based file sharing platform and input the link to view this file on Salesforce. Neither the Owner nor its Authorized Representative will accept a scanned document.
- 8. Estimated Costs for Removal and Disposal.** Immediately following completion of the report, the Consultant must prepare a cost estimate for the removal and disposal of all regulated asbestos-containing materials and all other hazardous/regulated materials identified on the assigned site(s). Using the fee schedule provided by the Owner or its Authorized Representative, the Consultant must express this value as a range which represents reasonable costs for the removal and disposal of all materials identified on site. The Consultant must submit this estimate on Salesforce in accordance with DBA Policy # 2017-1.
- 9. Use of Salesforce.** The Consultant must enter all required data for each site on Salesforce in accordance with DBA Policy # 2017-1.
- 10. Timeline for Completion.** As indicated in either the Request for Qualifications/Proposals or the Notice to Proceed, the Consultant must complete all work outlined in this Scope of Services within the allotted time.
- 11. Pre-Abatement Site Review.** The assigned Demolition and/or Abatement Contractor may request a pre-abatement review of the assigned site(s) in order to clarify or better understand the results of the survey and inspection. Within four (4) business days of request by the assigned Contractor, the Consultant must meet the assigned Contractor on site to review and discuss the report. This requirement is limited to one (1) mobilization and review per site. Neither the Owner nor the Authorized Representative will receive, process or approve any Change Order or additional fee for the Pre-Abatement Site Review.
- 12. Discovery of Additional Materials or Quantities.**
- a. Re-mobilization and Inspection. If the assigned Demolition or Abatement Contractor discovers additional (presumed or suspect) asbestos-containing materials or quantities or other hazardous/regulated materials or quantities, then the Consultant must re-mobilize to the site within two (2) business days of request by the Contractor to inspect the additional materials or quantities. The Consultant must sample and analyze any suspect asbestos-containing material identified by the Contractor.
  - b. Sampling and Analysis. The Consultant must collect and analyze any samples resulting from this supplemental inspection in accordance with the standards, procedures and protocols outlined in Section 5. of this Scope of Services. However, the Consultant must direct the laboratory performing the analysis to return all results within twenty-four (24) hours of submittal.
  - c. Revised Report. The Consultant must incorporate the results of the inspection and sampling and analysis into a revised report. The revised report shall be titled "Revised Hazardous/Regulated Materials Survey and Inspection Report." The revised report shall have a clearly marked

“Revised Date” on the front cover. The “Revised Date” shall NOT replace the date of the original report. Both dates shall clearly appear on the cover page. The Consultant must provide an electronic copy of the revised report to the Owner, its Authorized Representative and the assigned Contractor within three (3) business days of the supplemental inspection. The file name for the revised report shall include the word “Revised.” The Consultant must upload an electronic (.pdf) copy of the completed report to the same folder on the cloud-based file sharing platform as the original report. Under no circumstances is the Consultant permitted to remove the original report from the platform. The link on Salesforce must provide access to both the original report and the revised report.

- d. Change Orders. Neither the Owner nor its Authorized Representative will receive, process or approve any Change Orders which would reimburse the Consultant for any costs associated with the discovery of additional materials or quantities.

### 13. Post-Abatement Inspection and Verification Statement.

- a. Post-Abatement Inspection. Within four (4) business days of request by the assigned Demolition or Abatement Contractor, the Consultant must meet the Contractor on site to inspect the site and verify that all safely accessible regulated asbestos-containing materials and other hazardous/regulated materials have been abated/removed. The Post-Abatement Inspection must be conducted by a State of Michigan Accredited Asbestos Inspector, and the Inspector cannot be the same person(s) who performed the initial survey and inspection of the site (See Sections 4., 5. and 6.). By the end of the day of the inspection, the Consultant must notify the Demolition or Abatement Contractor via e-mail if the site passed or failed the Post-Abatement Inspection. The Owner will assume responsibility for any costs/fees associated with one (1) Post-Abatement Inspection. Neither the Owner nor the Authorized Representative will receive, process or approve any Change Order or additional fee for the Post-Abatement Inspection. The assigned Demolition and/or Abatement Contractor shall assume responsibility for any reasonable costs/fees associated with an additional Post-Abatement Inspection.
- b. Abatement Verification Statement. Within two (2) business days of the Post-Abatement Inspection, the Consultant must provide a signed statement for each site. The statement shall verify the following information:
- i. RFP Group Number
  - ii. Property Address
  - iii. Parcel ID
  - iv. Date of Post-Abatement Inspection
  - v. Date of original report
  - vi. Date of revised report (if applicable)
  - vii. Company Name, License Number and Expiration Date, Phone Number, Email Address and Name of the Accredited Asbestos Inspector
  - viii. Company Name, License Number and Expiration Date, Phone Number, Email Address and Point of Contact of the Abatement Contractor
  - ix. Attach the pages of the original AND revised (if applicable) report that summarize the results of the inspection(s)
  - x. Any remaining materials must be documented via photo and labeled by material and location when provided to the assigned Demolition or Abatement Contractor

- xi. Indicate whether the entire structure(s) is/are unsafe to abate or is/are in imminent danger of collapse
- xii. Following the guidance provided, enter all information required in Tables I-IV (where applicable).
- xiii. Indicate whether the property PASSED/FAILED the inspection and IS/IS NOT cleared for demolition
- xiv. Signed and dated by the Inspector completing the verification

The Consultant must provide an electronic (.pdf) copy of the signed statement to the Contractor, and the Consultant must upload an electronic (.pdf) copy of the Verification Statement to the same folder on the cloud-based file sharing platform as the report(s). The Verification Statement shall follow the same format as Attachment 4.

**14. Notice to Proceed.** The Consultant shall not begin any work under this Scope of Services until the Owner issues the appropriate Notice to Proceed.

**15. Failure to Perform in Accordance with this Scope of Services.** Failure to perform in accordance with this Scope of Services may adversely affect the performance rating of the Consultant for future Requests for Qualifications/Proposals or for the future assignment of work under an existing contract. Failure to perform in accordance with this Scope of Services may also result in disciplinary actions as identified in DBA Policy # 2017-1. Repeated failure to satisfy these requirements may result in termination of the contract by the Owner.

**16. Definitions.**

- a. Asbestos-containing Building Material (ACBM). Means surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a building.
- b. Asbestos-containing Material (ACM). Any material containing greater than 1% asbestos by weight.
- c. Acoustical Insulation. The general application or use of asbestos for the control of sound due to its lack of reverberant surfaces.
- d. Acoustical Tile. A finishing material in a building usually found in the ceiling or walls for the purpose of noise control.
- e. The Asbestos Hazard Emergency Response Act (AHERA). Environmental Protection Agency (EPA), 40 CFR 763, Asbestos-Containing Materials in Schools.
- f. Air Monitor. An industrial hygienist or other qualified individual who collects air samples and monitors the asbestos abatement worksite.
- g. Air Monitoring. The process of measuring the airborne fiber concentration of a specific quantity of air over a given amount of time.

- h. Asbestos. Any of a group of commercially mined minerals that tend to break into fibers. The regulated asbestos minerals are the serpentine mineral chrysotile and the asbestiform varieties of the amphibole minerals grunerite (amosite), riebeckite (crocidolite), tremolite, actinolite and anthophyllite. Amphibole minerals occur in both the regulated, asbestiform varieties and the non-regulated, non-asbestiform varieties. The fibers are resistant to high temperatures, have high tensile strength, and in some cases can be woven into cloth.
- i. Asbestos Abatement. The encapsulation, enclosure, removal or repair of an asbestos containing material.
- j. Asbestos Cement. A hard product that contains approx. 15% asbestos fibers which can be any of the three main types.
- k. Asbestos-related Demolition. The razing of all or a portion of a structure which contains friable ACM or other ACM which may become friable when cut, crushed, ground, abraded, pulverized, or burned.
- l. Authorized Representative. The organization/entity authorized by the Owner to manage the survey and inspection of sites targeted for demolition. Under the City of Detroit Demolition Program, the Detroit Building Authority is the Authorized Representative.
- m. Category I Non-friable ACM. Asbestos-containing packing, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy.
- n. Category II Non-friable ACM. Any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos as determined by using the methods specified in appendix A, subpart F, 40 CFR part 763, section 1, Polarized Light Microscopy that when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- o. Cementitious. A material that is typically a densely packed granular matrix of sand and limestone and is typically considered, non-friable.
- p. CFR – The Code of Federal Regulations
- q. CHMM – Certified Hazardous Materials Manager
- r. CIH – Certified Industrial Hygienist. An industrial hygienist who has been granted certification by the American Board of Industrial Hygiene.
- s. Demolition. The wrecking, razing, or removal of any structure or load-supporting structural item of any structure, including any related material handling operations.
- t. Environmental Consultant (“Consultant”). Any person (including partnership, firm, association, corporation, sole proprietorship, or other private business concern) who is contracted to provide professional health and safety services relating to asbestos-containing construction materials and other hazardous/regulated materials. The activities of a Consultant may include

site survey and inspection, abatement project design, contract administration, sample collection, preparation of asbestos management plans, post –abatement verification, clearance monitoring, and supervision of site surveillance technicians.

- u. First Positive Stop (FPS) Sample Analysis. A bulk sample direction given to the laboratory by the Environmental Consultant to instruct the laboratory to stop analyzing multiple samples of the same material after the first sample comes back positive for asbestos.
- v. Friable. Any material that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure, and includes previously non–friable material after such previously non–friable material becomes damaged to the extent that when dry it may be crumbled, pulverized, or reduced to powder by hand pressure.
- w. Friable ACM. Any material containing more than 1 percent asbestos as determined using Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.
- x. Functional Space. A room or group of rooms (including attics, basement, or crawl spaces) designated by the Environmental Consultant for the purposes of efficiently locating asbestos–containing or other hazardous/regulated materials on a site.
- y. Hazardous Waste Operations and Emergency Response (HAZWOPER). A set of guidelines produced and maintained by the Occupational Safety and Health Administration which regulates hazardous waste operations and emergency services in the United States and its territories.
- z. Homogeneous Area. An area of surfacing material, thermal system insulation material, or miscellaneous material that is uniform in color and texture.
- aa. Heating, Ventilation, and Air Conditioning (HVAC). System usually found in large business and industry facilities.
- bb. Inspector. An individual who is trained and licensed by the appropriate local, state or federal Department to identify and assess the condition of ACM. Inspectors shall perform their duties in accordance with the techniques, knowledge, training and responsibilities outlined in the appropriate OSHA and EPA regulations.
- cc. Management Planner. An individual who is trained and licensed in and by the State where the work is taking place to assess the hazard of materials containing asbestos, to determine the appropriate response actions and to write management plans.
- dd. Michigan Occupational Safety and Health Administration (MIOSHA). A state government agency that regulates workplace safety and health in the State of Michigan.
- ee. NESHAP – The National Emission Standard for Hazardous Air Pollutants (NESHAP). 40 CFR 61, Subpart M–National Emission Standard for Asbestos.
- ff. The National Institute for Occupational Safety and Health (NIOSH).



- gg. Non-friable ACM. Any material containing more than 1 percent asbestos as determined using Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- hh. Natural Resources and Environmental Protection Act (NREPA). Public Act 451 of 1994, an act to protect the environment and natural resources of the State of Michigan.
- ii. National Voluntary Laboratory Accreditation Program (NVLAP). A Federal program run by the National Institute of Standards and Technology that provides third-party accreditation to laboratories in the U.S.
- jj. the Occupational Health and Safety Administration (OSHA).
- kk. Owner or Operator of a Demolition Activity. Any person who owns, leases, operates, controls or supervises the facility being demolished or renovated or any person who owns, leases, operates, controls, or supervises the demolition or renovation operation, or both. For the City of Detroit Demolition Program, the Owner is either the City of Detroit or the Detroit Land Bank Authority.
- ll. Resource Conservation and Recovery Act (RCRA). The principal federal law in the United States governing the disposal of solid waste and hazardous waste.
- mm. Regulated Asbestos-containing Material (RACM). Means (a) Friable asbestos material, (b) Category I non-friable ACM that has become friable, (c) Category I non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II non-friable ACM that has a high probability of becoming or has become crumbled, pulverized or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations which are subject to federal regulations.
- nn. Structure or Structural Item. Roofs, walls, ceilings, floors, structural supports, pipes, ducts, fittings and fixtures that have been installed as an integral part of any structure.
- oo. Toxic Substances Control Act (TSCA). A United States law, passed by the United States Congress in 1976 and administered by the United States Environmental Protection Agency, that regulates the introduction of new or already existing chemicals.