



October 20, 2020

Mr. Philip Biscorner, CPRP
Parks and Recreation Director
Pittsfield Township Parks & Recreation
701 W. Ellsworth
Ann Arbor, Michigan 48108

Re: Proposal to Conduct a Vapor Intrusion Assessment
701 W. Ellsworth, Ann Arbor, Michigan

Environmental Consulting & Technology, Inc. (ECT) is pleased to submit this proposal to collect three quarters of soil gas samples for the property located at 701 W. Ellsworth in Ann Arbor, Michigan (Subject Property). The purpose of the sample collection is to verify the elevated concentration of tetrachloroethene previously detected at VP-3.

Based on the conclusions of the Phase I Environmental Site Assessment (ESA), dated March 6, 2020, five vapor pins were completed to evaluate soil vapor pathways; three of the vapor pins were installed in the southwest portion of the maintenance garage. On September 4, 2020, soil gas samples were collected from the vapor pins. The Vapor Intrusion Assessment report, dated September 24, 2020, discusses the initial findings. An elevated concentration (1,600 ug/m³) of tetrachloroethene (PCE) at VP-3, located within the maintenance garage, exceeded the soil vapor screening level (1,400 ug/m³).

SCOPE OF WORK

ECT proposes to collect up to three quarterly events of soil gas samples (at VP-3, VP-4, and VP-5) located in the maintenance garage. The purpose of the quarterly samples is to verify the elevated concentration of PCE. If the results of the three additional sets of quarterly soil gas samples are below soil vapor screening levels, then no further action will be taken. If the results for PCE exceed soil vapor screening levels again, then the remaining quarterly soil gas sampling will end; ECT may then propose appropriate response actions.

Soil Gas Sample Collection

A shut-in-test will be completed prior to purging and sampling. The shut-in-test ensures that the sample tubing and fittings above ground are intact. Soil gas sampling will not proceed until the shut-in-test passes.

ECT will use the water dam leak check method during the purging and sampling steps of soil gas sampling. The leak check will verify that the integrity of the connections between the sample tubing and the vapor pin, and between the vapor pin and concrete.

Soil gas samples will be collected in Bottlevacs provided by the laboratory. The soil gas samples will be submitted to Fibertec, Inc. in Holt, Michigan for analysis of volatile organic compounds (VOCs) (using TO-15 method) under normal turn-around-time.

The three proposed quarterly events are October to December 2020, January to March 2021, and April to June 2021.

2200 Commonwealth
Blvd, Suite 300
Ann Arbor, MI
48105

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FAX
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Reporting

Status reports will be provided following each quarterly event. Each status report will include information and data obtained from the laboratory for the soil gas samples. The reports will be prepared for the Subject Property and will be intended for the Client and its affiliates only.

Assumptions

It is estimated that each sampling event will be completed in one day. EGLE advises that information should be provided showing justification of actual time elapsed between rain and sampling events; therefore, a scheduled sampling event may be postponed due to significant wet weather.

COST ESTIMATE

The not-to-exceed cost to complete the VI assessment is **\$7,800.00** (\$2,600 per quarter) and will be billed on a time and materials basis in accordance with the attached terms and conditions. ECT can begin conducting the VI assessment immediately upon your approval. If you have any questions regarding this scope of services, or if there are other services that are not listed in this proposal that you require, please feel free to call Scott Johnson at (248) 240-8129.

Sincerely,

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.



Scott D. Johnson
Senior Scientist



Dirk Mammen
Principal Scientist
Midwest Region
Due Diligence Services Director

PROFESSIONAL SERVICES AGREEMENT

This Agreement, by and between Pittsfield Charter Township, 6201 W. Michigan Ave., Ann Arbor, Michigan (hereinafter called "CLIENT"), and Environmental Consulting & Technology, Inc., and its affiliates, 3701 Northwest 98th Street, Gainesville, Florida, 32606-5004 (hereinafter called "ECT"), is effective as of the date of the last signature on page 5 of this Agreement.

Because CLIENT needs consulting services, and

ECT represents that it possesses the knowledge, ability, professional skills, and qualifications to perform this work in an expeditious and economical manner, and

ECT recognizes the trust and confidence placed in it and covenants with CLIENT to furnish its skills and judgment and to cooperate with CLIENT;

Therefore, in consideration of the mutual promises made herein, CLIENT and ECT agree as follows:

ARTICLE I—TERM OF AGREEMENT

The term of this Agreement shall be from the date of the last signature on page 6 of this Agreement through December 31, 2021. The term may be extended upon agreement in writing by both parties to this Agreement.

ARTICLE II—SCOPE OF WORK

ECT shall perform professional services as described in Attachment A to this Agreement.

ARTICLE III—COMPENSATION

1. ECT's charge for services will be at the hourly rate for individuals working directly on the project, plus reimbursable expenses, in accordance with Attachment B to this Agreement.
2. The maximum cost for these services is \$7,800 and will not be exceeded without authorization from CLIENT.
3. CLIENT shall pay any applicable state sales tax in the manner and in the amount as required by law. Any such tax is in addition to the maximum cost specified for this Agreement.
4. Delays caused by unforeseen occurrences including, but not limited to, unfavorable weather conditions, partial or complete plant or process shutdowns, strikes, floods, or fires that extend the effort required will constitute a Change-of-Scope. Additional effort resulting from such delays will be billed in accordance with Article III, Subparagraph 1.
5. Services performed at CLIENT's request beyond that defined by the Scope of Work shall constitute a Change-of-Scope, will be documented by a Change Order, and will be billed as outlined in Article III, Subparagraphs 1, 2, and 3.

ARTICLE IV—METHOD OF PAYMENT

1. Monthly, ECT will invoice CLIENT for all services rendered under this Agreement. Invoices shall be due and payable within thirty (30) calendar days after receipt. Any unpaid balances for other than disputed charges will draw interest at the lesser of one and one-half (1.5) percent per month or the highest rate allowed by law commencing thirty (30) days after the date of invoice. CLIENT shall notify ECT in writing of any disputed amount within fifteen (15) calendar days after date of invoice; otherwise all invoice charges are agreed to be acceptable and correct.
2. ECT's invoice will provide the following information:
 - a. Total number of hours worked on the project,
 - b. Total labor costs which include overhead and fee, and
 - c. Listing of other direct charges summarized by type of charge.
3. Should any additional documentation be required, time and materials spent compiling information beyond that supplied by a Billing Report, available on request, is considered additional effort and will be billed to CLIENT as outlined in Article III. CLIENT has the right to audit ECT's books and records relating to this Agreement during the performance period and for one (1) year following termination of this Agreement.

ARTICLE V—CONFIDENTIAL INFORMATION

In the course of performance of services by ECT for CLIENT, it is possible that CLIENT will reveal certain confidential information to ECT or that ECT will obtain knowledge of such confidential information through other sources. Likewise, it is possible that CLIENT will become acquainted with certain techniques and procedures used by ECT which ECT considers confidential. ECT and CLIENT will maintain the confidentiality of, and will not release or allow access to, any information, documents, or materials that are designated as confidential by ECT or CLIENT.

ARTICLE VI—REUSE OF DOCUMENTS

All documents, including reports, drawings, and specifications furnished by ECT pursuant to this Agreement, are instruments of service. They are not intended to be suitable for reuse by the CLIENT or others on extensions of work for which they were provided or on any other project. Any reuse without specific written verification of adaptation by ECT will be prohibited by this Agreement. Any such verification of adaptation will entitle ECT to further compensation at rates to be agreed upon by ECT and the CLIENT.

ARTICLE VII—TERMINATION

CLIENT reserves the right to terminate this Agreement at any time, for any reason, upon thirty (30) days written notice to ECT. In the event CLIENT shall fail to make timely payment of any sum owing and due ECT, ECT shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement upon immediate written notice to CLIENT. In either event, payment shall be due to ECT only for those services performed by ECT up to the date of receipt of termination plus reasonable costs incurred in terminating the services as of the termination date. Upon termination, ECT shall provide and turn over to CLIENT all environmental data and analyses prepared up to and including the date of such termination.

ARTICLE VIII—INSURANCE

ECT shall at all times during this Agreement maintain such insurance as is generally available at reasonable expense to businesses similarly situated and as will protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom, any or all of which may arise out of or result from any action of ECT or its employees in its performance of this Agreement.

ARTICLE IX—INDEMNITY

1. ECT agrees to hold harmless and indemnify CLIENT from and against any and all claims, demands, actions, or causes of action, including, but not limited to, any and all costs, expenses, legal fees, and liabilities incurred in and about the investigation and defense thereof, for personal injuries, including death, or property damage suffered by any person, firm or corporation whatsoever and arising from the negligence of ECT, its agents, servants, or employees under this Agreement.
2. Neither ECT nor the CLIENT shall be liable to the other for any special, indirect or consequential damages whatsoever, whether caused or alleged to be caused by negligence, errors, omissions, strict liability, breach of contract or warranty, or any performance of services under this Agreement.
3. In any event, ECT's entire liability under this Agreement will not exceed the total dollar value of the Agreement.

ARTICLE X—NONDISCRIMINATION

1. ECT will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, or national origin. ECT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, or national origin.
2. ECT agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, ECT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including but not limited to Executive Order No. 11246.

ARTICLE XI—STANDARD OF PERFORMANCE

1. ECT will deliver its services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the standard practices of the environmental consulting profession. NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED IN ECT PROPOSALS, CONTRACTS, OR REPORTS.
2. If any part of ECT's work is found to be defective for reasons attributable to ECT within a period of twelve (12) months after completion of the work, ECT's entire liability for such defective work shall be to reperform, at its own expense, those aspects of the work found defective, provided

CLIENT notifies ECT in writing as soon as the defect is discovered and within the twelve (12)-month warranty period outlined in this subparagraph.

ARTICLE XII—GENERAL CONDITIONS

1. When participating in any activities in connection with this Agreement, ECT and CLIENT will comply, at their own expense, with all health and safety programs required by law, including but not limited to requiring its employees to attend health and safety training workshops and use safety equipment and procedures required by applicable law.
2. Prior to the start of any work under this Agreement or at any time thereafter when new information becomes available to CLIENT, CLIENT will provide prompt, full, and complete disclosure to ECT of known or potential hazardous conditions or risks to the health or safety of employees, agents, representatives, officers, or directors of ECT or its subcontractors or consultants which may be encountered on CLIENT's properties or in connection with work performed for CLIENT under this Agreement.
3. It is understood and agreed that ECT is not, and has no responsibility as, a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances found or identified at a site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at a site.
4. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance, and that any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Florida and maintained only in any court of competent jurisdiction in the County of Alachua, State of Florida.
5. In the event any legal or other action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including court costs and a reasonable sum for attorney fees at trial and on appeal.
6. The provisions of this Agreement are severable; and, should one or more provisions be unenforceable, all other provisions will remain in full force and effect.
7. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement and are not intended to be integrated herein.

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8. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by ECT and CLIENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year first herein above written.

Pittsfield Charter Township

By _____

Title _____

Date _____

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.

By _____

Title _____

Date _____

Attachment A
Scope of Work

Environmental Consulting & Technology, Inc. (ECT), will undertake the following tasks associated with the VI assessment located in Ann Arbor, Washtenaw County, Michigan.

ECT will provide general environmental consulting services as specifically directed by the Client and per the attached scope of work.

Assumptions

- ECT will be granted reasonable access to the property;
- The Client will be responsible for securing all work sites, and ECT shall not be responsible for any acts or damages due to vandalism, theft, wildfire, adverse weather conditions, or acts of nature.

Compensation

Work provided by ECT will be billed on a lump sum basis and will not exceed \$7,800 without further written authorization by the Client. Invoices will be submitted monthly consistent with the attached Schedule of Fees.

ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.
PROFESSIONAL SERVICES FEE SCHEDULE
(EFFECTIVE THROUGH DECEMBER 31, 2020)

<u>Labor Classification</u>	<u>Rate Per Hour</u>
Senior Principal Scientist/Engineer	\$ 250.00
Principal Scientist/Engineer; Certified Industrial Hygienist	210.00
Senior Scientist/Engineer III	195.00
Senior Scientist/Engineer II	185.00
Senior Scientist/Engineer I	175.00
Staff Scientist/Engineer III	165.00
Staff Scientist/Engineer II	155.00
Staff Scientist/Engineer I; Senior GIS Analyst	145.00
Senior Associate Scientist/Engineer III	140.00
Senior Associate Scientist/Engineer II	135.00
Senior Associate Scientist/Engineer I; Field Services Manager	125.00
Associate Scientist/Engineer III; GIS Analyst	120.00
Associate Scientist/Engineer II; Senior CAD Technician	115.00
Associate Scientist/Engineer I	105.00
Senior Project Coordinator	100.00
Senior Technician; GIS/CAD Operator/Technician	95.00
Project Coordinator	90.00
Technician III	85.00
Technician II	75.00
Technician I	65.00
Administrative Support	65.00

Rates for legal preparation, depositions, testimony and other expert witness work will be charged at one and one-half times the above rates, as will non-exempt employees working overtime.

The above rates include all direct and indirect costs except reimbursables. Indirect costs include such items as overhead, profit, and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

Reimbursable expenses shall mean the actual expense of transportation and subsistence of principals and employees, consultants' fees, subcontractors' fees, toll telephone calls, facsimile transmissions, reproduction of reports and other project-related materials, expendable supplies directly used on the project, computer charges, equipment use fees, and similar project-related items. A fifteen percent service charge will be applied to all reimbursable expenses.

The rates for ECT personnel categories listed herein are valid through December 31, 2020 and are subject to revision thereafter.