Corporate Headquarters
Lansing, Michigan
3340 Ranger Road, Lansing, MI 48906
f: 517.321.3331
t: 877.884.6775

July 8, 2014

City Clerk
City of Key West, Florida
3126 Flagler Avenue
Key West, Florida 33040

RE: Introduction to PM Environmental, Inc.

Dear Mr. Bouquet:

PM Environmental, Inc. (PM) has prepared this correspondence as an introduction to the company.

Founded in 1992, PM is a national, full-service environmental consulting and engineering services firm that has grown to over 100 employees, with offices in Alabama, California, Florida, Illinois, Michigan, Mississippi, New Jersey, North Carolina, Ohio, and Tennessee. Our strongest markets include the Midwest, Mid-Atlantic and Southeast. PM has consistently ranked in the top 20 due diligence providers based upon volume according to EDR ScoreKeeper. Although volume and size do not always dictate quality, we believe it is a mark of excellence since a large amount of this work is done for our clients in the financial services industry, which has rigorous standards.

PM specializes in environmental due diligence and has worked on thousands of projects. An important issue to keep in mind when choosing and working with environmental consultants is if they are approved in the industry. PM is an approved (i.e. master service contracts and/or short listed) environmental consultant and its work accepted by most major banks.

We have completed numerous Phase I and II Environmental Site Assessments (ESAs) and various degrees of site clean-up related to property transactions. In fact, PM completes over 2,500 due diligence projects (i.e. Phase I ESAs, Transaction Screens, etc.) per year and hundreds of Phase II ESAs, baseline environmental assessments (BEAs), brownfield projects, etc. Our work product is conducted in general accordance with the ASTM 1527 standard, the evolving All Appropriate Inquiry (AAI) rule that took effect November 1, 2006 (updated in 2013), and the major bank's requirements. In addition to conventional lending, PM specializes in environmental due diligence including PCAs on SBA projects, USDA projects, HUD, Freddie Mac, Fannie Mae and FHA.

PM has uniquely differentiated services with an extensive technical staff, including licensed engineers (PEs), certified professional geologist (CPG/PGs), certified hazardous materials managers (CHMMs) and four former bank environmental risk officers. We are experienced with environmental due diligence with all aspects of banking including new loans, renewals, refinances, workout/foreclosure, facilities, and trusts.

The Firm's areas of environmental practice and expertise:

- Phase I ESAs, transaction screens, file review and recommendations
- Phase II ESAs and expanded Site Investigations
- Baseline Environmental Assessments

- Site clean-up/remediation and Brownfield Redevelopment
- Property Condition Assessments (PCA)
- Asbestos inspections and consulting
- Methamphetamine inspections and consulting
- Underground storage tank (UST) management
- Property Condition Assessments
- Construction Loan Monitoring
- Leadership in Energy and Environmental Design (LEED) and Sustainability
- Environmental management systems and training for compliance

List of clients and references with contact information, for which PM has completed numerous projects throughout the United States:

- **BB&T** - Charlotte, NC (Mr. John Rybak 704-954-1717).
- **PNC Bank** - Cleveland, OH (Steve Katzenstein 216-222-8728).
- **Wells Fargo** - Philadelphia, PA (Cathy McGowan 215-640-3934).
- **Comerica Bank** - Detroit, MI (Mr. Jeff Furton 734-632-2706).
- **Huntington Bank** - Columbus, OH (Mr. Bill Hinger 614-480-5559).
- **Fifth Third Bank** – Chicago, IL (Mr. Jim King 312-704-7348).
- **JPMorgan Chase Bank** - Chicago, IL (Ms. Mary Clare Maxwell 312-325-5082).
- **FirstMerit Bank** (Ms. Carol Krozek 810-257-2399).
- **First Tennessee Bank** - Brentwood, TN (Mr. Crispin Bennett 901-523-4748).
- **The United States Small Business Administration** - Detroit, MI (Mr. Rick Pasiak 313-226-6075).
- **MAPCO Express, Inc.** – Brentwood, TN (Mr. Brian Parnell 615-224-1169).
- **Meijer, Inc.** – Grand Rapids, MI (Mr. Aaron Besmer 616-791-3540).
- **Agree Realty –** Farmington Hills, MI (Mr. Jared Gell 248-737-4190).
- **Farm Bureau Life Insurance Company of Michigan** - (Mr. Bradley Nowak-Baker 517-323-6667).
- **StanCorp Mortgage Investors, LLC** (971-321-6100).
- **Keys Energy Services** – Key West, FL (Mr. Stanley Rzad 305-295-1191).

We Own the Necessary Equipment

PM owns and operates the environmental equipment necessary to complete the projects within time and on budget. We have four Geoprobe direct push units, including three that are track mounted and are about the size of a fork lift. These probes can drill inside buildings and in locations where larger, conventional drill rigs can't. PM also owns in-house Ground Penetrating Radar and GIS mapping and surveying as well as other tools of the trade such as: PIDS, FIDS, Water Level Indicators. Oil Water Interface Probes, et.al. By using our own equipment, PM can control its own Phase II ESA and site investigations schedules and expedite projects as required.

Environmental Insurance

We maintain $2 million professional liability and contractor's pollution liability insurance and general liability insurance, with an overriding $4 million umbrella.

PM's success is based upon its core values. When clients hire PM, they get peace of mind that the project will be completed right the first time, the results communicated in layman's terms so they can understand the game plan, and that the results will provide them with certainty.

In addition to this letter, we have included our Statement of Qualifications that contains detailed information about our company history, locations and policies, our staff resumes, our insurance and tax information, as well as project profiles that demonstrate our expertise in multiple services in locations throughout the US. Please contact us if you need anything further for your consideration.

PM looks forward to assisting you with this project. Please contact us at (954) 924-1801 or email at ChinFatt@pmenv.com with any questions related to the project or this proposal.

Sincerely,
PM ENVIRONMENTAL, INC.

Candace Chin Fatt
Project Geologist

THE CITY OF KEY WEST
1340 Flagler Ave
Key West, Florida 33040

May 20, 2014

To: All Prospective Respondents

Subject: Request for Qualifications for Environmental Engineering Services

The City of Key West (CITY) Request for Qualifications (RFQ) No. 14-004: Environmental Engineering Services contain the following documents.

The RFQ which is forty-seven (47) pages in length and contains important information on scope of work, deadlines, required response contents, selection process, and required forms.

Information to Proposer one (1) page in length
Call for Request for Qualifications one (1) page in length
Request for Qualifications ten (10) pages in length
Anti-Kickback Affidavit one (1) page in length
Public Entity Crimes Certification two (2) pages in length
City Ordinance Sec. 2-799 Equal Benefits five (5) pages in length
City Ordinance Sec.2-773 Cone of Silence five (5) pages in length
Sample Agreement twenty-two (22) pages in length

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s).

Firms/corporations submitting a response should ensure that the following documents are completed, certified, notarized and returned as instructed.

INFORMATION TO PROPOSER

SUBJECT:	RFQ #14-004: ENVIRONMENTAL ENGINEERING SERVICES
ISSUE DATE:	MAY 31, 2014
PRE RESPONSE CONFERENCE:	N/A
MAIL OR SPECIAL DELIVERY REPONSES TO:	CITY CLERK CITY OF KEY WEST 3126 FLAGLER AVE KEY WEST, FL 33040
DELIVER BIDS TO:	SAME AS ABOVE
RESPONSES MUST BE RECEIVED:	JULY 9, 2014
NOT LATER THAN:	3:30 P.M.

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

CALL FOR REQUEST FOR QUALIFICATIONS
FOR ENVIRONMENTAL ENGINEERING SERVICES

NOTICE is hereby given to prospective proposers that the City of Key West (CITY) is seeking Environmental Engineering Services: RFQ No 14-004. The Clerk of the City of Key West, Florida at 3126 Flagler Ave, Key West, Florida 33040 will receive Request for Qualifications until 3:30 P.M. local time on July 9, 2014. Late proposals will not be considered. RFQ DOCUMENTS may be obtained from DemandStar by Onvia at www.demandstar.com/supplier or call toll-free 1-800-711-1712 or from the City of Key West website **www.keywestcity.com.** Applicants shall submit one response marked "Original", one copy marked "Copy", and 2 CD-ROM or flash drives, each shall contain one PDF file each of the full response enclosed in two (2) sealed envelopes, one within the other clearly marked on the outside: RFQ No. 14-004: Environmental Engineering Services, addressed and delivered to:

CITY CLERK
CITY OF KEY WEST, FLORIDA
3126 FLAGLER AVE
KEY WEST, FLORIDA 33040

Prior to award by the CITY the successful Proposer must be able to prove that Proposer held State Licenses prior to submittal as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Proposer must be able to prove that Proposer holds City Licenses as would be required to perform work herein. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in RFQ. The CITY may reject RFQs: (1) for budgetary reasons, (2) if the Proposer misstates or conceals a material fact in its Proposal, (3) if the Proposal does not strictly conform to the law or is non-responsive to the RFQ requirements, (4) if the RFQ is conditional, (5) if a change of circumstances occurs making the purpose of the RFQ unnecessary or (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor informalities or irregularities in any RFQ.

REQUEST FOR QUALIFICATIONS
ENVIRONMENTAL ENGINEERING SERVICES

The City of Key West requires the services of a qualified firm(s) to provide Environmental Engineering Services. The services may include but are not limited to site investigation, remedial services planning services, design services, permitting assistance, bid and proposal development services and services during construction / remediation. The City intends to retain one or more qualified firms to provide the services for a period of three years with an additional two-year option. Completion of the scope of services may extend beyond the agreement's three-year term, but no minimum amount of service or compensation will be assured to the retained firm(s). The selected consultant(s) will be required to abide by all applicable federal, state and local laws and ordinances.

Any proposal received after the response deadline will not be considered. Upon selection of the most qualified firm(s) and approval by the City commission, the City will negotiate a contract with the selected firm(s). If the selected firm(s) does not execute the contract with the City within sixty (60) days after award, the City reserves the right to award the contract to the next most qualified firm. A proposer may not withdraw their proposal before the expiration of sixty (60) days from the date of proposal opening. A proposer may withdraw their proposal after that date only if they provide written notification prior to the approval of selection by the City Commission. The City of Key West reserves the right to reject any or all of the proposals submitted.

For questions concerning any aspect of this RFQ please contact:

James Bouquet, P.E.
Director of Engineering
3140 Flagler Ave
Key West, FL 33040
(305) 809-3962
jbouquet@keywestcity.com

GENERAL QUALIFICATIONS

The City is in need of consultants for Environmental Engineering Services. Respondents should clearly identify in their proposals Environmental & Coastal Engineering disciplines that they are able to offer the City of Key West. Respondents must demonstrate expertise and relevant experience in at least one of the disciplines.

QUALIFICATIONS CRITERIA

The qualification criteria applied to the selections of firms for further consideration are the following:

- Specialized experience and technical competence of the firm in the listed disciplines.
- Professional qualifications and certifications of staff personnel / Capacity of assigned and identified staff to accomplish work.
- Past work experience.
- Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY Other Certificates.
- Other Certificates

SELECTION PROCESS*

The following steps will be followed in the selection process:

1. City of Key West management and staff will review each response that is submitted and determine which ones are considered responsive to the RFQ.
2. The City staff tasked with the review of the responses to the RFQ will rank the responses in a publicly advertised meeting using the selection criteria matrix attached.
3. The ranking and selection of the firms will be presented to City Commission for approval.
4. Firms may be required to give a presentation to the City Commission at a meeting to be scheduled at a later date. Presentations shall not exceed 10-minutes or of such time as allowed by the Commission.
5. The City Commission reserves the right to accept the recommendation of the evaluation team or approve an alternative ranking and selection.
6. City Commission will authorize the City Manager to negotiate a contract with the highest ranked firm. If the City Manager is unable to negotiate a satisfactory contract with the highest ranked firm, the City Manager will terminate negotiations and then negotiate with the second highest ranked firm and so on in order of preference if needed. If the City chooses to award to more then one firm, the City Manager will negotiate a contract with each selected firm. If the City Manager is unable to negotiate a satisfactory contract with a selected firm, the City Manager will terminate negotiations.

* The City reserves the right to award to more then one firm.

CITY STAFF SELECTION CRITERIA MATRIX

Task Order Name: Request for Qualifications for Environmental Engineering

Project Number: RFQ 14-004

Firm PM Environmental, Inc.

Date July 8, 2014

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Specialized experience and technical competence of the firm in the listed disciplines.	40	
Professional qualifications of staff personnel/Capacity of assigned and identified staff to accomplish work.	25	
Past Work Experience	20	
Ability to perform the services expeditiously at the request of the CITY. Location and availability of technical support people and assigned project manager to the CITY	10	
Other certifications	5	
Total Points	**100**	

SCOPE OF WORK

. The scope of services may include, but is not limited to, the following tasks:

A. Provide comprehensive **Environmental Engineering Services** for full-scale engineering, design, surveying, permit preparation, preparing contract specifications, preparing bid and proposal documents and assisting the City with technical review and ranking of the same to attain qualified contractors for work, environmental assessments, sampling, analysis and monitoring, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofit of lands and facilities. Services may include, but not be limited to:

- *Contaminated Site Investigation and Remediation Services*, including site history reviews, hydrogeological investigations, engineering evaluation and cost assessment of remedial options, engineering design of remedial systems, permitting, remedial system construction oversight, and Resident Project Representative (RPR) services.
- *Industrial Hygiene Services*, including industrial monitoring, health and safety compliance, laboratory compliance, asbestos and lead based paint management services.
- *Underground Storage Tank Site Services*, including hydrogeological investigations, monitoring well system design and installation oversight, UST removal/replacement oversight and assessments, contamination assessments, remedial system design/installation, remedial system management, permitting, and Spill Prevention, Control, and Countermeasure (SPCC) plans.
- *Real Estate Development Support Services*, covering a broad array of environmental and engineering services, including local permit applications, Completion of Phase I and Phase II Environmental Site Assessments (ESA), contamination assessment, remediation design and management.

B. Provide comprehensive Coastal Engineering, full-scale engineering, design, surveying, permit preparation, preparing contract specifications, preparing bid and proposal documents and assisting the City with technical review and ranking of the same to attain qualified contractors for work, environmental assessments, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofit of Coastal Facilities including but not limited to docks, marinas, seawalls, bridges, erosion control, beach design and beach re-nourishment.

SUBMISSIONS DETAILS

Firms should submit a complete qualifications package that includes:

- Complete company profile
- Identification of each team member by name and qualifications
- Demonstration of key personnel expertise in the above mentioned disciplines
- Past five (5) years of specific relevant experience. The examples should include the name of client, client's representative, client's address and telephone number, key personnel involved in design phase services, design services fee, estimate of construction cost, name of contractor awarded project contract award amount, contractor's representative, contractor's address and telephone number.
- Names, job classifications, and qualifications of engineering personnel who will be assigned to perform services of this contract.
- Proposed management approach to be taken on any service rendered. A description of the firm's procedure for quality control for small, medium, and large projects should be provided.
- Anti-Kickback Affidavit, Public Entity Crimes Certification, and Equal Benefits for Domestic Partners Affidavit for members of any team.

SUBMIT TO:

City Clerk
City of Key West
3126 Flagler Ave.
Key West, FL 33040

DATE/TIME:

July 9, 2014
3:30 PM

IDENTIFICATION OF RESPONESE:

Responses shall be submitted in two (2) sealed envelopes, one within the other, each clearly marked on the outside: **"Request for Qualifications No. 14-004: Environmental Engineering Services,"** the due date, and the respondent's name.

Number of Copies:

Applicants shall submit one response marked "Original", one copy marked "Copy", and 2 CD-ROM or flash drives, each shall contain one PDF file each of the full response. All contents of a Proposer's submittal shall remain the property of the City.

Response Preparation Costs:

The costs of response preparation for both steps in the process are not reimbursable. Response preparation costs are the applicant's total responsibility.

Authorized Signature:

The initial response must contain the signature of a duly authorized officer or agent of the proposer's company empowered with the right to bind the respondent to the RFQ. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

Property of the City:

All responses and related materials provided to the City related to this RFQ will become the property of the City of Key West.

License Requirements:

At the time the proposal is submitted, the Responder must show satisfactory documentation of state licenses (if applicable). Please note that the selected respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

Insurance /Indemnification:

The CONSULTANT shall keep in full force and effect at all times during the effective period of any resulting agreement and durations identified within, and at its own cost and expense the following insurance with insurance companies authorized in the State of Florida, with an A.M. Best rating of A-VI or higher and shall provide evidence of such insurance to the City. The policies or certificates shall provide thirty (30) days prior to cancellation notices of same shall be given to the City by registered mail, return receipt requested, for all of the required insurance policies stated below. All notices shall name the CONSULTANT and identify the contract number. The City of Key West, all Departments, Agencies, Boards, Contractor and Commissions, its officers, agents, servants and employees are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of the CONSULTANT.

All Consultants wishing to perform work for the City of Key West, Florida, will be required to comply with the following minimum insurance requirements:

Commercial General Liability Limits:	$2,000,000 Aggregate $1,000,000 Each Occurrence $2,000,000 Products-Comp / Op Aggregate $1,000,000 Personal & Advertising Injury $300,000 Fire Damage / Legal

Coverage must include the following:

- Contractual Liability
- CG2010 (1185) or Equivalent
- No exclusion for XCU
- Products / Completed Operations
- Personal Injury
- Commercial Form
- Broad Form Property Damage
- Premises / Operations
- Independent Contractors (if any part of the work is to be subcontracted out)

Automobile Liability:	$1,000,000 Combined Single Limit (Include Hired & Non-Owned Liability)
Professional Liability:	$1,000,000 per Claim / Aggregate
Worker's Compensation:	Statutory
Employer's Liability:	$1,000,000 Each Accident $1,000,000 Disease-Policy Limit $1,000,000 Disease-Each Employee

The above reflects the minimum requirements for working with the City of Key West. Any requirements found in a particular job's contract that are of a higher standard will prevail.

The City of Key West must be named as an additional insured under all policies other than worker's compensation and professional liability. Design professional's general liability shall be written on a primary and non-contributory basis. Certificates of insurance must be accompanied by a copy of the additional insured endorsement (CG 20101185 or combination of CG20100704 and CG20370704 will be accepted).

Consultants must obtain an endorsement from their carrier that waives and relinquishes any right of subrogation against the City of Key West and its agents, representatives, employees, and affiliates they might possess for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act.

Consultant's policies must be endorsed to give no less than thirty (30) days' notice to the City in the event of material change or cancellation.

The City of Key West must be given a certificate of insurance showing that the above requirements have been met. The certificate of insurance must remain current and must include copies of the requested endorsements (additional insured, cancellation notice, and waiver of subrogation) in order for the City to issue payments to the contractor or subcontractor.

Consultants will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. Consultant will notify City of Key West immediately by telephone at (305) 809-3812 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the Consultant.

Indemnification

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents, and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONSULTANT's insurance or $1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under workers' compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTACTS

Any request for information should be emailed to jbouquet@keywestcity.com and must be received at least ten (10) days prior to the date fixed for the opening of the responses to the RFQ. Any and all such interpretations and any supplemental instructions will be in the form of written addendum to the RFQ. All addenda will be issued on DemandStar and the City's website. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under his response as submitted. All addenda so issued shall become a part of the Contract document.

Contact: James Bouquet, P.E., Director of Engineering 3140 Flagler Ave, Key West, FL 33040,
Phone: 305-809-3962. Email: jbouquet@keywestcity.com.

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this

8th Day of JULY, 2014.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 5.9.16

LISA KNEITINGER
MY COMMISSION # EE197106
EXPIRES May 09, 2016
(407) 398-0153 FloridaNotaryService.com

SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. RFQ 14-004 for Environmental and Engineering Services

2. This sworn statement is submitted by PM Environmental, Inc.
(Name of entity submitting sworn statement)

whose business address is 2131 Hollywood Boulevard, Suite 503, Hollywood, Florida 33020

_____and (if applicable) its Federal Employer Identification Number (FEIN) is 38-3052632 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.)

3. My name is Candace Chin Fatt and my relationship to
(Please print name of individual signing)

the entity named above is Project Geologist.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

   1. A predecessor or successor of a person convicted of a public entity crime: or

   2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural

person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of Environmental Services.)

_____
(Signature)

7/8/14
_____
(Date)

STATE OF FLORIDA

COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Candace Chin Fatt who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this 8th day of JULY, 2014.

My commission expires: 5.9.16
NOTARY PUBLIC

LISA KNEITINGER
MY COMMISSION # EE197108
EXPIRES May 09, 2016
(407) 398-0153
FloridaNotaryService.com

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that the firm of PM Environmental, Inc. provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses per City of Key West Ordinance Sec. 2-799.

By: _____

Sworn and subscribed before me this

8th Day of JULY, 2014.

_____
NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 5.9.16

LISA KNEITINGER
MY COMMISSION # EE197106
EXPIRES May 09, 2016
(407) 398-0153 FloridaNotaryService.com

City Ordinance Sec. 2-799
Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

(a) Definitions. For purposes of this section only, the following definitions shall apply:

(1) ***Benefits*** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package: sick leave, bereavement leave, family medical leave, and health benefits.

(2) ***Bid*** shall mean a competitive bid procedure established by the city through the issuance of an invitation to bid, request for proposals, request for qualifications, or request for letters of interest.

(3) ***Cash equivalent*** means the amount of money paid to an employee with a domestic partner in lieu of providing benefits to the employee's domestic partner. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse.

The cash equivalents of the following benefits apply:

a. For bereavement leave, cash payment for the number of days that would be allowed as paid time off for the death of a spouse. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

b. For health benefits, the cost to the contractor of the contractor's share of the single monthly premiums that are being paid for the domestic partner employee, to be paid on a regular basis while the domestic partner employee maintains such insurance in force for himself or herself.

c. For family medical leave, cash payment for the number of days that would be allowed as time off for an employee to care for a spouse who has a serious health condition. Cash payment would be in the form of the wages of the domestic partner employee for the number of days allowed.

(4) ***Contract*** means any written agreement, purchase order, standing order or similar instrument entered into pursuant to the award of a bid whereby the city is committed to expend or does expend funds in return for work, labor, professional services, consulting services, supplies, equipment, materials, construction, construction related services or any combination of the foregoing.

(5) ***Contractor*** means any person or persons, sole proprietorship, partnership, joint venture, corporation, or other form of doing business, that is awarded a bid and enters into a covered contract with the city, and which maintains five (5) or more full-time employees.

(6) ***Covered contract*** means a contract between the city and a contractor awarded subsequent to the date when this section becomes effective valued at over twenty thousand dollars ($20,000).

(7) ***Domestic partner*** shall mean any two adults of the same or different sex, who have registered as domestic partners with a governmental body pursuant to state

or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Key West pursuant to Chapter 38, Article V of the Key West Code of Ordinances.

(8) ***Equal benefits*** mean the equality of benefits between employees with spouses and employees with domestic partners, and/or between spouses of employees and domestic partners of employees.

(b) Equal benefits requirements.

(1) Except where otherwise exempt or prohibited by law, a Contractor awarded a covered contract pursuant to a bid process shall provide benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses.

(2) All bid requests for covered contracts which are issued on or after the effective date of this section shall include the requirement to provide equal benefits in the procurement specifications in accordance with this section.

(3) The city shall not enter into any covered contract unless the contractor certifies that such contractor does not discriminate in the provision of benefits between employees with domestic partners and employees with spouses and/or between the domestic partners and spouses of such employees.

(4) Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the city's procurement director prior to entering into such covered contract.

(5) The city manager or his/her designee shall reject a contractor's certification of compliance if he/she determines that such contractor discriminates in the provision of benefits or if the city manager or designee determines that the certification was created, or is being used for the purpose of evading the requirements of this section.

(6) The contractor shall provide the city manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the city manager has received a complaint or has reason to believe the contractor may not be in compliance with the provisions of this section. This shall include but not be limited to providing the city manager or

his/her designee with certified copies of all of the contractor's records pertaining to its benefits policies and its employment policies and practices.

(7) The contractor may not set up or use its contracting entity for the purpose of evading the requirements imposed by this section.

(c) Mandatory contract provisions pertaining to equal benefits. Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this section. The language shall include provisions for the following:

(1) During the performance of the covered contract, the contractor certifies and represents that it will comply with this section.

(2) The failure of the contractor to comply with this section will be deemed to be a material breach of the covered contract.

(3) If the contractor fails to comply with this section, the city may terminate the covered contract and all monies due or to become due under the covered contract may be retained by the city. The city may also pursue any and all other remedies at law or in equity for any breach.

(4) If the city manager or his designee determines that a contractor has set up or used its contracting entity for the purpose of evading the requirements of this section, the city may terminate the covered contract.

(d) Enforcement. If the contractor fails to comply with the provisions of this section:

(1) The failure to comply may be deemed to be a material breach of the covered contract; or

(2) The city may terminate the covered contract; or

(3) Monies due or to become due under the covered contract may be retained by the city until compliance is achieved; or

(4) The city may also pursue any and all other remedies at law or in equity for any breach;

(5) Failure to comply with this section may also subject contractor to the procedures set forth in Division 5 of this article, entitled "Debarment of contractors from city work."

(e) Exceptions and waivers.

The provisions of this section shall not apply where:

(1) The contractor does not provide benefits to employees' spouses.

(2) The contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.

(3) The contractor is a governmental entity.

(4) The sale or lease of city property.

(5) The provision of this section would violate grant requirement, the laws, rules or regulations of federal or state law (for example, The acquisition services procured pursuant to Chapter 287.055, Florida Statutes known as the "Consultants' Competitive Negotiation Act").

(6) Provided that the contractor does not discriminate in the provision of benefits, a contractor may also comply with this section by providing an employee with the cash equivalent of such benefits, if the city manager or his/her designee determines that either:

a. The contractor has made a reasonable yet unsuccessful effort to provide equal benefits. The contractor shall provide the city manager or his/her designee with sufficient proof of such inability to provide such benefit or benefits which shall include the measures taken to provide such benefits or benefits and the cash equivalent proposed, along with its certificate of compliance, as is required under this section.

(7) The city commission waives compliance of this section in the best interest of the city, including but not limited to the following circumstances:

a. The covered contract is necessary to respond to an emergency.

b. Where only one bid response is received.

c. Where more than one bid response is received, but the bids demonstrate that none of the bidders can comply with the requirements of this section.

(f) City's authority to cancel contract. Nothing in this section shall be construed to limit the city's authority to cancel or terminate a contract, deny or withdraw approval to perform a subcontract or provide supplies, issue a non-responsibility finding, issue a non-responsiveness finding, deny a person or entity prequalification, or otherwise deny a person or entity city business.

(g) Timing of application. This section shall be applicable only to covered contracts awarded pursuant to bids which are after the date when this section becomes effective.

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF BROWARD)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of PM Environmental, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Sworn and subscribed before me this

9th Day of JULY, 2014.

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 5.9.16

LISA KNEITINGER
MY COMMISSION # EE197108
EXPIRES May 09, 2016
(407) 398-0153 FloridaNotaryService.com

Sec. 2-773. Cone of Silence

(a) Definitions. For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1) *Competitive Solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Completive Solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.

2) *Cone of Silence* means a period of time during which there is a prohibition on communication regarding a particular Competitive Solicitation.

3) *Evaluation or Selection Committee* means a group of persons appointed or designated by the City to evaluate, rank, select, or make a recommendation regarding a Vendor or the Vendor's response to the Competitive Solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.

4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the City to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a Competitive Solicitation for compensation or other consideration.

5) *Vendor's Representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a Vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub consultant who acts at the behest of a Vendor in communicating regarding a Competitive Solicitation.

(b) Prohibited Communications: A Cone of Silence shall be in effect during the course of a Competitive Solicitation and prohibit:

1) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the City's administrative staff including, but not limited to, the city manager and his or her staff;

2) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and the Mayor, City Commissioners, or their respective staff;

3) Any communication regarding a particular Competitive Solicitation between a potential Vendor or Vendor's Representative and any member of a City evaluation and/or selection committee therefore; and

4) Any communication regarding a particular Competitive Solicitation between the Mayor, City Commissioners, or their respective staff, and a member of a City evaluation and/or selection committee therefore.

(c) Permitted Communications: Notwithstanding the foregoing, nothing contained herein shall prohibit:

1) Communication between members of the public who are not Vendors or a Vendor's representative and any city employee, official or member of the City Commission;

2) Communications in writing at any time with any city employee, official or member of the City Commission, unless specifically prohibited by the applicable Competitive Solicitation.

(A) However, any written communication must be filed with the City Clerk. Any City employee, official or member of the City Commission receiving or making any written communication must immediately file it with the City Clerk.

(B) The City Clerk shall include all written communication as part of the agenda item when publishing information related to a particular Competitive Solicitation.

3) Oral communications at duly noticed pre-bid conferences;

4) Oral presentations before publically noticed evaluation and/or selection committees;

5) Contract discussions during any duly noticed public meeting;

6) Public presentations made to the City Commission or advisory body thereof during any duly noticed public meeting;

7) Contract negotiations with city staff following the award of a Competitive Solicitation by the City Commission; or

8) Purchases exempt from the competitive process pursuant to section 2-797 of these Code of Ordinances.

(d) Procedure

1) The Cone of Silence shall be imposed upon each Competitive Solicitation at the time of Public Notice of such solicitation as provided by section 2-826 of this Code. Public notice of the Cone of Silence shall be included in the notice of the Competitive Solicitation. The city manager shall issue a written notice of the release of each Competitive Solicitation to the affected departments, with a copy thereof to each Commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.

2) The Cone of Silence shall terminate at the time the City Commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation.

3) Any City employee, official or member of the City Commission that is approached concerning a Competitive Solicitation while the Cone of Silence is in effect shall notify such individual of the prohibitions contained in this section. While the Cone of Silence is in effect, any City employee, official or member of the City Commission who is the recipient of any oral communication by a potential Vendor or Vendor's Representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) Violations/penalties and procedures.

1) A sworn complaint alleging a violation of this ordinance may be filed with the City Attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the Competitive Solicitation void at the discretion of the City Commission.

3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.

4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.

5) If a Vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the Vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new Competitive Solicitation. The City's Purchasing Agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a Vendor of this section.

THE FOLLOWING AGREEMENT IS A DRAFT AGREEMENT AND SHOULD NOT BE FILLED OUT AS PART OF THE SUBMISSION PACKAGE. FINAL AGREEMENT WILL BE IN SUBSTANTIAL CONFORMANCE WITH THE ATTACHED

AGREEMENT

Between

CITY OF KEY WEST

And

_____

For

ENVIRONMENTAL

ENGINEERING SERVICES

KEY WEST, FLORIDA

Date

This is an Agreement between: CITY OF KEY, its successors and assigns, hereinafter referred to as "CITY,"

AND

_____., a corporation organized under the laws of the State of _____, its successors and assigns, hereinafter referred to as "CONSULTANT."

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are agreed upon by the parties.

1.1. **Agreement**: This document, Articles 1 through 8, inclusive. Other terms and conditions are included in the CITY's RFQ 14-004, CONSULTANT's Response to RFQ dated _____, 2014, exhibits, task orders, and supplemental documents that are by this provision expressly incorporated herein by reference.

1.2. **Commissioners:** Members of the city commission with all legislative powers of the city vested therein. The city commission shall consist of seven (7) commissioners, six (6) of whom shall be elected from single member districts numbered I, II, III, IV, V and VI. The mayor shall be elected by the people at large for a term of two (2) years. Commissioners from districts numbered I, II, III, IV, V and VI shall be elected for a term of four (4) years.

1.3. **CONSULTANT**: The architect or engineer selected to perform the services pursuant to this Agreement.

1.4. **Contract Administrator**: The ranking managerial employee of the CITY or some other employee expressly designated as Contract Administrator by the City Manager, who is the representative of the CITY. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.5. **Contractor**: The person, firm, corporation or other entity that enters into an agreement with CITY to perform the construction work for the Task Order.

1.6. **CITY:** City of Key West.

1.7. **Task Order:** A detailed description of a particular service or services to be performed by CONSULTANT under this Agreement.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and Environmentally to express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1. The CONSULTANT is not entitled to receive, and the CITY is not obligated to pay, any fees or expenses in excess of the amount budgeted for Task Orders authorized under this Agreement in each fiscal year (October 1-September 30) by CITY. The budgeted amount may only be modified per City Ordinance(s).

2.2. The CITY has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform the services hereunder based on the Request for Qualifications 14-004 incorporated by reference and made a part hereof and the Response to the Request for Qualifications from CONSULTANT dated _____, incorporated by reference and made a part hereof.

2.3. Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and staff selected by the Commission, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF SERVICES AND STANDARD OF CARE

3.1. CONSULTANT’s services may include but are not limited to the following in regard to the Agreement:

3.1.1. Environmental Engineering Services

3.2. CONSULTANT's services shall include comprehensive full-scale engineering, design, surveying, permit preparation, preparing contract specifications, preparing bid and proposal documents and assisting the City with technical review and ranking of the same to attain qualified contractors for work, environmental assessments, construction administration and owner project representation services relating to operation, new construction, permit modification, construction improvements, rehabilitation and or retrofits, and any other lawful professional Engineering services that the

CONSULTANT is qualified to provide and that the CITY authorizes the CONSULTANT to undertake in connection with this Agreement. CONSULTANT shall provide all necessary, incidental and related activities and services as required.

3.3. CONSULTANT and CITY acknowledge that the Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete any particular task order. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Task Order which is, in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with such work without notifying the Contract Administrator, the work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval or modification of task order is at CONSULTANT's sole risk.

3.4. The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.

3.4.1. Each Task Order shall be supported by appropriate cost and pricing data and such other documentation as required by the CITY.

3.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.

3.4.3. The CITY may make or approve changes within the Environmental Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.

3.4.4. A task order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits. The termination of this Agreement pursuant to Paragraph 8.2, hereof, shall constitute the termination of any and all outstanding task orders.

3.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.

3.5. The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.

3.6. CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions.

3.7. CONSULTANT is required to perform the task orders consistent with current applicable Federal, State and City laws, codes and regulations that pertain to the Task Order. In all task orders, where changes to any laws, codes or regulations affecting the Task Order have a Task Ordered effective date or are anticipated to be effective at a future date, or if knowledge of anticipated changes is available to CONSULTANT or any subconsultant, CONSULTANT shall present options for their use or implementation.

3.8. Construction Responsibility - Notwithstanding anything in this Agreement, CONSULTANT shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures, precautions and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CITY's construction contractors.

3.9. Estimates - Since CONSULTANT has no control over local conditions, the cost of labor, materials, equipment or services furnished by others, or over competitive bidding or market conditions, CONSULTANT does not guarantee the accuracy of any opinions of probable construction cost as compared to construction contractor's bids or the actual cost to the CITY.

ARTICLE 4

TERM OF AGREEMENT; TIME FOR PERFORMANCE; CONSULTANT DAMAGES;

The term of this Agreement shall be for a period of three (3) years from the effective date of the Agreement with the option of one (1) two (2) year renewal. The Agreement will be in effect upon execution by both parties. The Agreement may be renewed at the discretion of the CITY.

4.1. CONSULTANT shall perform the services described in each Task Order within the time periods specified. Each such time period shall commence from the date of the purchase order issued for such services.

4.2. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent task order. Prior to granting approval for CONSULTANT to proceed to a subsequent task order, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit any deliverables/documents for the Contract Administrator's review.

4.3. In the event CONSULTANT is unable to complete the above services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Task Order, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services and shall provide reasonable compensation, if appropriate. It shall be the responsibility of CONSULTANT to notify CITY within 10 days in writing whenever a delay in approval by a governmental agency, including CITY, is anticipated or experienced, and to inform the Contract Administrator of all facts and details related to the delay.

4.4. In the event the Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY or if Contractor is granted an extension of time beyond said substantial completion date, and CONSULTANT's services are extended beyond the substantial completion date, through no fault of CONSULTANT, CONSULTANT shall be compensated in accordance with Article 5 for all services rendered by CONSULTANT beyond the substantial completion date.

4.5. In the event Contractor fails to substantially complete the Task Order on or before the substantial completion date specified in its agreement with CITY, and the failure to substantially complete is caused in whole or in part by a negligent act, error or omission of CONSULTANT, then CONSULTANT shall pay to CITY its proportional share of any claim or damages to Contractor or CITY arising out of the delay. This provision shall not affect the rights and obligations of either party as set forth in Paragraph 8.8, INDEMNIFICATION OF CITY.

ARTICLE 5

COMPENSATION AND METHOD OF PAYMENT

5.1. AMOUNT AND METHOD OF COMPENSATION

The types of compensation methods, which shall be used to pay for the CONSULTANT's services, are limited to the following:

5.1.1. Lump sum payment/Not-to-Exceed, which includes compensation for all the CONSULTANT'S salaries, Environmental overhead costs, direct expenses, and profit.

5.1.1.1. If the TASK ORDER timing deviates from the assumed schedule for causes beyond CONSULTANT's control, CONSULTANT and/or the CITY

reserves the right to request renegotiation of those portions of the lump sum affected by the time change. During construction contract administration, if tasked, it is agreed by both parties that whether construction is completed earlier or later, that a proportional part of the compensation will be adjusted and either given to CONSULTANT for additional work or deleted from the amount owed CONSULTANT for less time required.

5.1.1.2. In the event of a change of scope, CITY shall authorize in writing an appropriate decrease or increase in compensation.

5.1.1.3. Monthly invoicing will be based on an estimate of the percent of work completed at the end of the preceding month.

5.1.1.4. The CONSULTANT shall submit wage rates and other actual unit costs supporting the compensation. The CONSULTANT shall submit a Truth in Negotiation Certificate stating that all data supporting the compensation is accurate, complete, and current at the time of contracting.

5.1.2. Cost Reimbursable-Per Diem (Time and Expenses)

5.1.2.1. Per diem rates are those hourly or daily rates charged for work performed on the TASK ORDER by CONSULTANT's employees of the indicated classifications and include all salaries, overheads, and profit, but do not include allowances for Direct Expenses. These rates are subject to annual adjustments based on the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics.

5.1.2.2. Hourly rates for the first year of the contract (CONSULTANT AND Subconsultants): See attached Exhibit A

5.1.2.3. CONSULTANT and Subconsultants allowed annual wage adjustment shall not exceed the Data Resource Institute (DRI) forecast of wage and price escalation (the U.S. Bureau of Labor Statistics [BLS]Employment Cost Index [ECI] for Private Industry)

5.1.2.4. A budgetary amount will be established for each Task Order. This budgetary amount shall not be exceeded unless prior written approval is provided by the CITY. CONSULTANT shall make reasonable efforts to complete the work within the budget and will keep CITY informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

5.1.2.5. CONSULTANT is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is CITY obligated to pay CONSULTANT beyond these limits.

5.1.2.6. When any budget has been increased, CONSULTANT's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

5.2. REIMBURSABLES

5.2.1. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Task Order shall be charged at actual cost, and shall be limited to the following:

5.2.1.1. Identifiable transportation expenses in connection with the Task Order, subject to the limitations of Section 112.061, Florida Statutes. There shall be no mileage reimbursement for travel within the City of Key West. Transportation expenses to locations outside the City area or from locations outside the City will not be reimbursed unless specifically pre-authorized in writing by the Contract Administrator.

5.2.1.2. Identifiable per diem, meals and lodgings, taxi fares, automobile rental, and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside the City of Key West will not be reimbursed. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Hampton Inn, or Best Western.

5.2.1.3. Identifiable communication expenses approved by Contract Administrator, long distance telephone, courier and express mail utilized to render the services required by this Agreement.

5.2.1.4. Cost of printing, reproduction or photography that is required by or of CONSULTANT to deliver services set forth in this Agreement. Unit costs must be specified on the task order.

5.2.1.5. Identifiable testing costs approved by Contract Administrator. Unit costs must be specified on the task order.

5.2.1.6. All permit fees paid to regulatory agencies for approvals directly attributable to the Task Order. These permit fees do not include those permits required for the Contractor.

5.2.2. It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Paragraph 5.2.1 is a limitation upon, and describes the maximum extent of, CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

5.2.3. All subconsultants' hourly rates shall be billed in the actual amount paid by CONSULTANT. These amounts shall not increase each fiscal year of CITY by more than the Consumer Price Index Urban U.S. City Average All Items U.S. Department of Labor Bureau of Labor Statistics. Reimbursable subconsultant expenses are limited to the items in Paragraph 5.2.1 described above when the subconsultant's agreement provides for reimbursable expenses.

5.3. METHOD OF BILLING

5.3.1. Lump Sum Compensation

CONSULTANT shall submit billings that are identified by the specific Task Order number if applicable on a monthly basis in a timely manner. These billings shall identify the nature of the work performed and the estimated percent of work accomplished. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously. When requested, CONSULTANT shall provide backup for past and current invoices that record hours, personnel, and expense costs on a task basis, so that total hours and costs by task may be determined.

5.3.2. Cost Reimbursable-Per Diem (Time and Expenses) Compensation

CONSULTANT shall submit billings that are identified by the specific Task Order number on a monthly basis in a timely manner for all personnel hours and Reimbursables attributable to the Task Order. These billings shall identify the nature of the work performed, the total hours of work performed and the employee category and name of the individuals performing same. Billings shall itemize and summarize Reimbursables by category and identify same as to the personnel incurring the expense and the nature of the work with which such expense was associated. Where prior written approval by Contract Administrator is required for Reimbursables, a copy of the approval shall accompany the billing for such reimbursable. The statement shall show a summary of Salary Costs and Reimbursables with accrual of the total and credits for portions paid previously. External Reimbursables and subconsultant fees must be documented by copies of invoices or receipts that describe the nature of the expenses and contain a Task Order number or other identifier that clearly indicates the expense is identifiable to the Task Order. Subsequent addition of the identifier to the invoice or receipt by the CONSULTANT is not acceptable except for meals and travel expenses. Appropriate CONSULTANT's cost accounting forms with a summary of charges must document internal expenses by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and rates by employee category, Reimbursables by category, and subcontractor fees on a task basis, so that total hours and costs by task may be determined.

5.3.3. If requested, CONSULTANT shall provide copies of past paid invoices to any subcontractor or subconsultant prior to receiving payment. CITY reserves the right to pay any subcontractor or subconsultant if CONSULTANT has not paid them timely and the services of the subcontractor or subconsultant are necessary to complete the TASK ORDER or any task order.

5.4. METHOD OF PAYMENT

5.4.1. CITY shall pay CONSULTANT within forty-five- (45) calendar days from receipt of CONSULTANT's proper invoice with documentation as provided above.

5.4.2. In the event CONSULTANT has utilized a Subconsultant in order to perform the

Task Order, CONSULTANT will be required to provide documentation that Subconsultant and Subconsultants of Subconsultants have been paid prior to payment being made to CONSULTANT.

5.4.3. Payment will be made to CONSULTANT at:

ARTICLE 6

CITY 'S RESPONSIBILITIES

6.1. CITY shall assist CONSULTANT by placing at CONSULTANT's disposal all information CITY has available pertinent to the Task Order including previous reports and any other data relative to design or construction of the Task Order.

6.2. CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

6.3. CITY shall review the CONSULTANT’s itemized deliverables/documents identified in the task orders and respond in writing with any comment within the time set forth in the task order or within a reasonable time.

6.4. CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of any Contractor.

ARTICLE 7

MISCELLANEOUS

7.1. OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, data matrices and calculations generated and used to evaluate and compute the construction or material requirements for the Task Order, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement, whether in hard copy or electronic form, shall become the property of CITY, whether the Task Order for which they are made is completed or not. If applicable, CITY may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article. CONSULTANT is not responsible for damages caused by the unauthorized re-use by others of any of the materials for another Task Order.

7.2. TERMINATION

7.2.1. This Agreement may be terminated with or without cause by CITY at any time.

7.2.2. Notice of termination shall be provided in accordance with paragraph 8.13 NOTICES of this Agreement.

7.2.3. In the event this Agreement is terminated, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 8.1 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment of profit for services that have not been performed.

7.3. AUDIT RIGHT AND RETENTION OF RECORDS

7.3.1. CITY shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Task Order. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Task Order.

7.3.2. CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, CONSULTANT shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

7.4. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AMERICANS WITH DISABILITIES ACT, AND EQUAL BENEFITS FOR DOMESTIC PARTNERS

7.4.1. CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

7.4.2

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity or expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor that can not be lawfully or appropriately used as a basis for service delivery. CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, gender identity or expression, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall comply with City Ordinance Sec. 2-799 Requirements for City Contractors to Provide Equal Benefits for Domestic Partners

7.5. PUBLIC ENTITY CRIMES ACT

7.5.1. CONSULTANT represents that the execution of this Agreement shall not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY , may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY , and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in being barred from CITY's competitive procurement activities.

7.5.2. In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant, has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

7.5.3. CONSULTANT shall promptly notify CITY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

7.6. SUBCONSULTANTS

CONSULTANT may use the subconsultants identified in the proposal that was a material part of the selection of CONSULTANT to provide the services under this Agreement. The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The CITY's acceptance of a subcontractor shall not be unreasonably withheld. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or adding to the list of subconsultants. The list of subconsultants submitted and currently approved is as follows:

a.
b.
c.
d.

Hourly rates are as on attached Exhibit A.

7.7. ASSIGNMENT AND PERFORMANCE

7.7.1. Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 8.6.

7.7.2. CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

7.7.3. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall be in accordance with the standard of care set forth in Paragraph 3.6.

7.7.4. CONSULTANT shall not change or replace overall project manager identified in the CONSULTANT's response to the RFQ without the Contract Administrator's prior written approval.

7.8. INDEMNIFICATION OF CITY

CONSULTANT agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Consultant, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Consultant as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees. The Consultant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

7.9. INSURANCE

7.9.1. CONSULTANT shall provide, pay for and maintain in force at all times during the services to be performed suitable insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive Environmental or Commercial Liability Insurance, Business Automobile Liability Insurance and Employer's Liability Insurance, etc. as is required in the RFQ.

7.10. REPRESENTATIVE OF CITY AND CONSULTANT

7.10.1. The parties recognize that questions in the day-to-day conduct of the Task Order will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Task Order shall be addressed.

7.10.2. CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Task Order shall be addressed.

7.11. ALL PRIOR AGREEMENTS SUPERSEDED

7.11.1. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document and the exhibits attached. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

7.11.2. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7.12. CONSULTING TEAM

7.12.1. The CITY reserves the right to approve the members of the Consulting Team and the roles they will undertake in the assignment. The CITY's acceptance of a team member shall not be unreasonably withheld.

7.12.2. Each assignment issued under this Agreement by the CITY to the Consultant, the Consultant will at the CITY's request, disclose the role, qualifications and hourly rate of each individual working on the assignment.

7.12.3. The CITY reserves the right to require replacement of any of the members of the Consulting Team. Any proposed addition or change of members of the Consulting Team initiated by the Consultant must obtain the CITY Representative's prior written approval.

7.12.4. In the event of the death, incapacity or termination of employment of any member of the Consulting Team before Completion of the Services, the Consultant shall at its own expense and as soon as reasonably practicable arrange to substitute or replace the individual member concerned.

7.12.5. The Consultant shall ensure that the substitute or replacement is no less qualified in terms of relevant experience and qualifications than the outgoing individual and is available at the relevant time to act as such replacement or substitute. The Consultant shall without delay forward curriculum vitae of the proposed substitute or replacement to the CITY. The deployment of such substitute or replacement shall be subject to the CITY's consent.

7.12.6. The Consultant shall solely be responsible for all direct, indirect and consequential costs or losses that may arise from the substitution or replacement of members of the Consulting Team.

7.13. NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF KEY WEST:

City of Key West
3140 Flagler Ave
Key West, FL 33040

FOR CONSULTANT:

7.14. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price for any task order and any additions thereto shall be adjusted to exclude any significant sums by which CITY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

7.15. INTERPRETATION

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence or paragraph where they appear, unless the context otherwise requires. Whenever reference is made to a Paragraph or Article of this Agreement, such reference is to the Paragraph or Article as a whole, including all of the subsections of such Paragraph, unless the reference is made to a particular subsection or subparagraph of such Paragraph or Article.

7.16. CONSULTANT'S STAFF

7.16.1. CONSULTANT shall provide the key staff identified in their proposal for Task Order as long as such key staffs are in CONSULTANT's employment.

7.16.2. CONSULTANT shall obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with

such information as necessary to determine the suitability of proposed new key staff. Contract Administrator shall be reasonable in evaluating key staff qualifications.

7.16.3. If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

7.17. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY, nor shall they accrue any of the rights or benefits of a CITY employee. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.18. THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intend directly or substantially to benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. No subcontractor or subconsultant, whether named or unnamed, shall be a third party beneficiary of this Agreement.

7.19. CONFLICTS

7.19.1. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT’s loyal and conscientious exercise of judgment related to its performance under this Agreement.

7.19.2. CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

7.19.3. In the event CONSULTANT is permitted to use subcontractors to perform any services required by this Agreement, CONSULTANT agrees to prohibit such

subcontractors from having any conflicts as within the meaning of this section, and shall so notify them in writing.

7.20. CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

7.21. WAIVER OF BREACH AND MATERIALITY

7.21.1. Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7.21.2. CITY and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

7.22. COMPLIANCE WITH LAWS

CONSULTANT shall comply with federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement applicable at the time the scope of services was drafted for this agreement**.** In addition, at the time each Task Order is executed, any revisions to applicable federal state, and local laws, codes, ordinances, rules and regulations shall apply.

7.23. SEVERABILITY

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement.

7.24. JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

7.25. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

7.26. APPLICABLE LAW AND VENUE

The laws of the State of Florida govern the validity of this Agreement, its interpretation and performance, and any claims related to it. The venue for mediation, arbitration or any other legal proceeding shall be Monroe County, Florida.

7.27. INCORPORATION BY REFERENCE

The attached exhibits are incorporated into and made a part of this Agreement:

Exhibit A – CONSULTANT/Subconsultants' Hourly Rates

7.28. COUNTERPARTS

This Agreement may be executed in three (3) counterparts, each of which shall be deemed to be an original.

REST OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY

ATTEST:

_____
Cheryl Smith, City Clerk

____ day of _____,2014

_____
Bogdan Vitas, City Manager

____day of _____, 2014

CONSULTANT

ATTEST:

By _____

_____
(Print Name)

_____day of _____, 2014

By _____

_____
(Print Name)

_____day of _____, 2014

Exhibit A
Hourly Fee Schedule
Date

Position Title	Hourly Rate

PM ENVIRONMENTAL
ISO 9001 REGISTERED

Environmental & Engineering Services

Statement of Qualifications for Client Approval

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Our Mission

To Deliver Certainty and Provide Superior Value Through Focused Environmental Consulting and Engineering Solutions.

PM Environmental, Inc.
Serving Throughout the United States

CORPORATE OFFICE
3340 Ranger Road • Lansing, Michigan 48906
Phone 517.321.3331 • Fax 877.884.6775
bosanic@pmenv.com
Contact: Mr. Peter S. Bosanic, P.E.

MICHIGAN OFFICES

METRO DETROIT OFFICE
4080 West 11 Mile Road | Berkley, Michigan 48072
Phone 248.336.9988 – Fax 877.884.6775
kulka@pmenv.com | Contact: Mr. Michael T. Kulka, P.E.

GRAND RAPIDS OFFICE
560 5th Street NW, Ste 301 | Grand Rapids, Michigan 49503
Phone 616.285.8857 – Fax 877.884.6775
shadley@pmenv.com | Contact: Mr.Shawn Shadley

ALABAMA OFFICES
717 Hwy. 67 South, Suite 26 | Decatur, Alabama 35603
Phone 256.353.6222 - Fax 877.884.6775
hargraves@pmenv.com | Contact: Mr. John W. Hargraves, P.G.

4463 Helton Drive | Florence, Alabama 35630
Phone 256.353.6222 – Fax 877.884.6775
hargraves@pmenv.com | Contact: Mr. John W. Hargraves, P.G.

1 Chase Corporate Center, Suite 400 | Birmingham, Alabama 35244
Phone 205.986.0269 – Fax 877.884.6775
stone@pmenv.com | Contact: Ms. Amanda Stone

CALIFORNIA OFFICE
3400 Douglas Blvd., Suite 200 | Roseville, California 95878
Phone 888.313.2966 – Fax 877.884.6775
wharff@pmenv.com | Contact: Mr. John Wharff

FLORIDA OFFICES
2131 Hollywood Blvd., Suite 503 | Hollywood, Florida 33020
Phone 888.763.6835 – Fax 877.884.6775
chinfatt@pmenv.com | Contact: Ms. Candace Chin Fatt

4897 W. Waters Avenue, Suite C | Tampa, FL 33634
Office: 813.731.1177 | Fax: 877.884.6775
hoover@pmenv.com | Contact: Ms. Kelly Hoover

801 International Drive, Suite 500 | Orlando, FL 32746
Office: 800.313.2966 | Fax: 877.884.6775
norton@pmenv.com | Contact: Mr. Chris Norton

ILLINOIS OFFICE
2425 West Diversey, Suite 210 | Chicago, IL 60625
Phone 312.288.3029 - Fax 877.884.6775
ward@pmenv.com | Contact: Ms. Katie Ward

MISSISSIPPI OFFICE
500 Russell Street, Suite 106 | Starkville, Mississippi 39759
Phone 800.485.0090 - Fax 877.884.6775
hargraves@pmenv.com | Contact: Mr. John W. Hargraves, P.G.

NEW JERSEY OFFICE
170 Changebridge Road C5-4 | Montville, NJ 07045
Phone 973.500.3220 - Fax 877.884.6775
albanese@pmenv.com | Contact: Mr. Damiano Albanese

NORTH CAROLINA OFFICE
8320 University Executive Park Dr, Ste 106
Charlotte, NC 28262
Phone 704.782.0555 - Fax 877.884.6775
warren@pmenv.com | Contact: Mr. Donald Warren

OHIO OFFICE
119 East Court Street | Suite 405 | Cincinnati, OH 45202
Phone 513.373.4460 - Fax 877.884.6775
McFarlan@pmenv.com | Ms. Renee McFarlan

TENNESSEE OFFICES
535 Chestnut Street, Suite F-14 | Chattanooga, Tennessee 37402
Phone 423.468.1105 – Fax 877.884.6775
hargraves@pmenv.com | Contact: Mr. John W. Hargraves, P.G.

1319 Central Court | Hermitage, Tennessee 37076
Phone 615.866.4115 – Fax 877.884.6775
stephenson@pmenv.com
Contact: Mr. L. Gregory Stephenson, P.G.

1053 Oak Hill Drive | Cookeville, TN 38501
Phone 931.432.5552 – Fax 877.884.6775
stephenson@pmenv.com
Contact: Mr. L. Gregory Stephenson, P.G.

7953 Stage Hills Blvd., Ste 105 | Memphis, TN 38133
Phone: 901.244.5459 – Fax 877.884.6775
stephenson@pmenv.com
Contact: Mr. L. Gregory Stephenson, P.G.

2818 Mossy Oaks Lane, Knoxville, Tennessee 37921
Phone: 865.323.1587 – Fax: 877.884.6775
Speckner@pmenv.com | Contact: Ms. Maryse Speckner

Version 2014

CORPORATE HISTORY

1992 • Incorporates in 1992 with its corporate headquarters in Lansing, Michigan.

1993 • Opens a regional office in Metro Detroit, Michigan.

1994 • Moves Lansing, Michigan headquarters into an office building that was formerly a mixed use office/apartment and gasoline service station. The move to this office completes PM's first "Brownfield Redevelopment" before the terminology became prevalent.

1996 • Responds to large railroad derailment chemical spill from field office in Paducah, Kentucky.

1997 • Opens a Grand Rapids, Michigan office.

1998 • Opens first location in the Southeast United States in Decatur/Huntsville, Alabama.

1999 • Purchases various pilot study remediation equipment from a competitor that terminated operations in Michigan. PM develops remedial division with in-house pilot study and feasibility study services.

2000 • Purchases second Geoprobe®.

2002 • Purchases a building in Grand Rapids to support continued growth in Western Michigan.

2003 • Purchases third Geoprobe®.

2004 • Receives ISO 9001 registration from AQSR.

2005 • Relocates the corporate headquarters into a facility situated on several acres with fenced in yard and a garage for equipment and vehicle storage.

2008 • Opens regional office in Miami, Florida.

• Opens Chattanooga, Tennessee office.

• Purchases a Ground Penetrating Radar Unit allowing PM to perform in-house geophysical surveys.

• Relocates its Metro Detroit office to a larger facility in Berkley, Michigan which was a Brownfield redevelopment pursuing LEED Certification.

2009 • Launches an Energy and Sustainability Division, which has subsequently been spun off into an affiliated company Energy Finance Analytics, LLC (EFA).

EFA EnergyFinanceAnalytics, LLC

• Opens a regional office in Nashville, Tennessee.

2010 • Opens a regional office in Charlotte, North Carolina.

• Purchased an additional GPR unit.

• PM is added to the coveted EDR25 Index of top Phase I ESA providers.

• Opens a regional office in Tampa, Florida.

2011 • Moves up to number 15 nationally in 1st quarter based upon the coveted EDR25 Index and Scorekeeper.

2011 • EFA opens a regional office in Chicago, IL.

2012 • Opens a regional office in Memphis, TN.

2013 • Opens a regional office in Montville, NJ.

• Opens a regional office in Cincinnati, OH.

• Opens a regional office in Birmingham, AL.

2014 • Opens a regional office in Orlando, FL.

• Opens a regional office in Sacramento, CA.

Why Select the PM Team?

PROFESSIONAL QUALIFICATIONS

- Proven experience with all aspects of environmental services, including:
  - Thousands Phase I ESAs completed annually
  - Over 500 Phase II ESAs and environmental due diligence projects completed annually
  - Property Condition Assessments
  - Brownfield Investigations and Remediation Planning projects
  - Leaking UST Investigation and Remediation
  - Building Facilities Services (i.e. Asbestos, Lead, Hazardous Materials)

SPECIALIZED EXPERIENCE AND COMPETENCE

- Extensive experience with EPA, state, county, local units of government, planning committees, and Brownfield Redevelopment Authorities (BRAs)

CAPACITY TO PERFORM

- Employs numerous qualified staff
- Proven track record in delivering high-quality products in a timely and cost-effective manner
- Regularly completes multi-site ESAs including Phase I and Phase II ESAs. PM has completed several multi-site (i.e., 90 plus retail gas station locations) packages in Michigan, Indiana, Illinois, Kentucky, Tennessee, North Carolina, Arkansas, Alabama and Ohio

QUALIFICATIONS AND EXPERIENCE

- Skilled and willing to meet various state and federal funding requirements.
- Maintains $6 million Professional Liability and Contractors Pollution Liability Insurance ($2 million base plus $4 million umbrella)

MAINTAINS NECESSARY CERTIFICATIONS

- Team members include Environmental Professionals (EPs), Professional Engineers (PEs), Certified and Professional Geologists (CPGs and PGs), Certified Industrial Hygienists (CIHs), Architects, Scientists, Energy Consultants
- PM environmental staff have 40-hour OSHA HAZWOPER training and refreshers; additionally, PM maintains an excellent safety record
- ISO 9001 Registered

MANAGES CRISIS SITUATIONS

- The PM team has the depth of technical and management skills, financial capacity, necessary bonding and insurance, appropriate equipment and willingness to respond to crisis situations as they arise

IN HOUSE EQUIPMENT

- PM's in-house fleet of vehicles including several Geoprobe™ direct push drill rigs, and all of the sampling and monitoring equipment to comply with state and federal sampling and analysis protocol.
- Ground Penetrating Radar Units
- Total State and Global Positioning System Survey Equipment
- Low Flow Sampling Pumps
- Photo-Ionization Detectors

PM Environmental, Inc.

PM Environmental, Inc. (PM) is a full-service environmental consulting company incorporated in 1992. PM was founded by Civil and Environmental Engineers, Michael Kulka and Peter Bosanic, who serve as Principal Engineers in day-to-day management and strategic planning.

Company Overview

PM specializes in environmental due diligence, Brownfield redevelopment, environmental compliance and training, leaking underground storage tank compliance, Building Facility Services (i.e. asbestos, lead, hazardous materials), LEED and sustainability. Our organization consists of the following groups:

- Due Diligence Group focuses on Phase I ESAs, Property Condition Assessments, Phase II ESAs and environmental risk management.
- Development and Government Programs Group manages projects that include Brownfield incentives, grants and loans and various state trust funds and other government contracts.
- Site Assessment/Remedial Investigation Group provides services such as contaminant delineation assessments, complex baseline environmental assessments, leaking UST projects, and CERCLA hazardous substance projects.
- Field Services and Remediation Group includes Geoprobe drilling, remediation system pilot testing, installation, and operation and soil, groundwater, UST removal, and field services.
- Geophysical Ground Penetrating Radar Group specializing in utility detection and mapping, concrete inspection and rebar evaluation, bridge inspections, GPR surveys for various agencies and purposes, and environmental assessments.
- Environmental Compliance/Training Group conducts environmental compliance audits, permitting, and related services.
- Building Facility Services conducts indoor air quality inspections, asbestos inspections, lead inspections, hazardous material inspections, and related services.
- Leadership in Energy and Environmental Design (LEED) evaluation and implementation of energy conservation and sustainable operations to monitor and reduce a building's operation costs.

Professional Staff

PM employs a diverse mix of engineers, geologists, and scientists who possess the required experience, education, certifications and credentials to successfully complete the project including:

- Licensed Professional Engineers
- Certified Professional Geologists
- Environmenal Professionals (EPs)
- Certified UST Professionals
- Civil and Environmental Engineers
- Geologists and Hydrogeologists
- Geophysical Professionals
- Licensed Architects
- Environmental Scientists
- Accredited Asbestos Inspectors, Management Planners, and Designers
- Certified Lead Inspectors
- Certified Hazardous Materials Managers
- Certified Storm Water Operators and Certified Waste Water Treatment Plant Operators
- CAD Professionals
- Field Scientists and Technicians
- LEED Accredited Professional
- Energy Auditors

SERVICES OFFERED

PM and EFA provide environmental consulting, engineering services, and contracting services primarily in the following areas:

ENVIRONMENTAL RISK MANAGEMENT & DUE DILIGENCE

- Environmental Site Assessments - Phase I ESAs
- Environmental Site Investigations - Phase II ESAs
- Vapor Intrusion Assessments
- Remedial Design and Implementation - Phase III ESAs
- Third Party Review, Expert Witness Testimony
- NEPA Assessments
- Baseline Environmental Assessments
- Documentation of Due Care Compliance & Continuing Obligation Evaluations
- Environmental Risk Policy Development and Implementation
- Building Energy Performance Assessments
- Energy Audits
- Property Condition Assessments - ASTM/Custom, Green PCA, Project Capital Needs Assessments
- Transaction Screens
- Construction Loan Monitoring
- Expert Witness Litigation

UNDERGROUND AND ABOVEGROUND STORAGE TANK CONSULTING

- Leaking Underground Storage Tank Site Assessments
- Tank Removal and Disposal Oversight
- Tank Upgrading and Compliance Assessments

CONTAMINATION ASSESSMENT AND REMEDIATION

- Remedial / Hydrogeologic Investigations
- Feasibility Studies
- Remedial Action Plans
- Remedial Design and Implementation
- Geoprobe® Drilling
- Geophysical Studies
- Ground Penetrating Radar
- Electromagnetic Survey
- Private Utility Locaton Services

SERVICES OFFERED, CONTINUED

REGULATORY COMPLIANCE

- Emergency Response Planning
  - SPCC Plans
  - PIPP Plans
  - Integrated Contingency Plans
- Air Quality Permitting & Testing
- NPDES and POTW Permitting and Monitoring
- Stormwater Management & Permitting
- Environmental Compliance Auditing
- EHS Training – DOT, RCRA, Hazard Communication

BROWNFIELD REDEVELOPMENT

- Grant and Loan Program Assistance to Local Units of Government
- Brownfield Redevelopment Project Plan Preparation and Implementation
- Evaluation of Incentives and Packaging of Incentives

FIELD SERVICES

- Geoprobe® Drilling
- Aquifer Tests
- Geophysical Services
- Remediation Pilot Tests
- Soil & Groundwater Sampling
- Private Utility Location Services

BUILDING FACILITIES SERVICES

- Asbestos and Lead Inspections and Sampling
- Hazardous Building Materials Surveys
- Renovation and Demolition Monitoring
- Abatement Design
- Oversight and Clearance
- Reporting

CONSTRUCTION MANAGEMENT AND SUPERVISION

- Remediation Systems Installation
- Operational Maintenance & Monitoring
- System Optimization & Troubleshooting

ENVIRONMENTAL LIABILITY MANAGEMENT

- Environmental Liability Assessments
- Asset Retirement Obligations (FIN 47)
- Insurance Claim Review & Support

BUILDING ENVELOPE PRESSURE TESTING

- Building Science Diagnostics and Consulting
- IECC and USACE Compliance Testing

GEOTECHNICAL SERVICES

- Standard Penetration Test Borings
- Foundation Design Recommendations
- Surficial Soils Testing

EROSION CONTROL SERVICES

- Soil Erosion and Sedimentation Control Planning
- Construction Erosion Control Inspections

GROUND PENETRATING RADAR

- Utility Detection and Mapping
- Environmental Assessments
- Concrete Inspection and Rebar Evaluation

LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN (LEED)

- Energy Audits
- Building Energy Performance Assessments (BEPAs)
- Initial LEED Audit Checklist and Goal Selection
- Sustainable Site Evaluation
- Water Efficiency Evaluation
- Energy & Atmosphere Evaluation
- Materials & Resources Evaluation
- Indoor Environmental Quality Evaluation
- Innovation in Operation & Upgrades Evaluation
- LEED Implementation Budgeting
- LEED Management and Documentation

TECHNOLOGY AND ENVIRONMENTAL EQUIPMENT

PM owns and operates the environmental equipment necessary to conduct all phases of ESAs. In-house equipment allows the cost effective, timely evaluation and implementation of remedial alternatives without being dependent on the schedules of subcontractors. PM's equipment includes Geoprobe® direct push drill rigs, ground penetrating radar units, remediation equipment (i.e. for soil vapor extraction, air sparging, dual phase extraction and pump and treat), photo-ionization detectors, soil and groundwater sampling equipment, slug testing equipment, survey and static water level equipment, and free product measurement and recovery devices to perform all project tasks in accordance with state and EPA requirements.

All PM offices have access to centralized servers to access the same data to ensure consistency. This minimizes travel and postage costs and results in timely review of data. PM has developed an intranet/database of completed projects during the last several years to effectively locate existing information, including aerial photographs, Sanborn Fire Insurance maps, assessing information, topographic maps, and previous regulatory file review information.

On a yearly basis, PM typically subcontracts approximately 20 percent of its work. Subcontracted work includes database searches by companies such as EDR® for inclusion in Phase I ESAs, independent laboratory services, hollow stem auger drilling where regulations require the use of drilling methods other than Geoprobing.

PM has developed customized report templates for all phases of ESAs including, but not limited to, Phase I ESAs, Phase II ESAs, Baseline Environmental Assessments (BEAs), Remedial Investigation (RI) reports, Feasibility Studies (FS), Remedial Action Plans (RAPs), Leaking UST reports, Property Condition Assessments, Corrective Action Plans (CAP), Health and Safety Plans (HASP), EPA, Quality Assurance Project Plans (QAPP), and Sampling and Analysis Plans (SAP) that meet the requirements of state regulatory agencies and EPA.

Computer software available includes but is not limited to, Microsoft Office (i.e. Word, Excel, Outlook, etc.), Citrix Presentation Server, Adobe, AutoCAD, groundwater and contaminant modeling software, project scheduling software, and presentation software.

QUALITY ASSURANCE AND QUALITY IMPROVEMENT PROGRAMS

PM is an ISO 9001 Registered Professional Services Company with a quality assurance program that is strictly monitored to make sure that its staff is up to date with industry standards, procedures and regulations. PM's QA/QC program is intended to minimize errors and detect potential errors prior to completion of a finished report. Perfection is the goal.

PM follows the "Best Practice" logic where industry standards, guidelines, and requirements are monitored, and Best Practices are implemented. PM has various teams to monitor and implement Best Practices throughout all aspects of the business.

PM has developed standard operating procedures (SOPs) for field tasks; there is a QA/QC policy in effect for field work; state and federal guidelines are followed where applicable; ASTM standards are followed where applicable; corporate and site specific site safety plans are prepared; and OSHA health and safety monitoring is done. Checklists and forms exist for all field tasks to track performance and QA/QC.

PM's project managers have several years of experience and are overseen by senior project managers who possess extensive experience. All reports are reviewed by an associate or principal of the company. PM's staff receives continuing education training either provided in-house or by third party instructors. At a minimum, PM holds an annual 8-hour technical update class for its technical staff where senior staff members provide training and information to less experienced staff.

This training includes information on current regulations, Phase I ESAs, field sampling and soil classification techniques, contaminant pathways and receptors, fate and transport of contaminants in the subsurface, the determination of applicable cleanup criteria based upon pathway evaluation, and updates on current remedial techniques.

PM's project managers who work on leaking UST projects have attended the ASTM Risk Based Corrective Action (RBCA) training. PM is on the EPA's and state's email servers to be kept up to date on EPA sponsored training seminars and updates to regulations. Staff who are licensed professional engineers or certified/registered geologists are required to complete a certain amount of continuing education units per year.

Staff receives 40-hour OSHA HAZWOPER training, 8-hour refresher training, and some receive 8-hour supervisor training.

Staff in the Building Facilities Services receive training in asbestos, lead, and other hazardous materials commonly found in buildings.

Annual external audits include those of our professional liability insurance carriers, ISO registration and Certified Public Accountants.

PM strives to maintain consistent, high quality reports. Templates have been prepared for most types of reports and these templates are reviewed and updated on a regular basis to reflect changes in the industry or to improve report quality.

PM has strict technical review and editing procedures that include:

- Project staff meeting at the beginning of a project with the project managers and key team members to discuss the objectives and approach to the project.
- Weekly meetings are held with Project Managers and Department Managers to make sure project schedules and deadlines are being met and to discuss project specific issues.
- Project Managers and Field Staff are in regular communication to discuss site specific conditions, review field notes, and review chain-of-custody forms prior to sample submittal to the lab.
- PM has standardized boring logs, tables, and figures to ensure a consistent, quality work product.
- Reports are reviewed by Project Managers, followed by Technical Operations Managers or Division Managers and/or Principals.

Specific information on our SOPs, peer review procedures, and other PM processes can be provided upon request.

DUE DILIGENCE/PHASE I ENVIRONMENTAL SITE ASSESSMENTS

PM designs and completes comprehensive environmental site assessments (Phase I ESAs) in accordance with the American Society for Testing and Materials (ASTM) E1527 Standard for ESAs and the United States Environmental Protection Agency (USEPA): Standards and Practices for All Appropriate Inquiries (AAI) rule in 40 CFR Part 312 for real estate transactions, property development, bank financing, re-financing, foreclosures, government agency reports (HUD, Freddie Mac, Fannie Mae, SBA) and other client specific proactive audit programs. PM is approved by numerous institutions to conduct Phase I ESAs.

PM's Phase I ESAs and staff meet the requirements of the AAI Rule.

The purpose of a Phase I ESA is to gather sufficient information to develop an independent professional opinion about the environmental condition of the property and to identify actual or potential Recognized Environmental Conditions (RECs) which may impact the property value or affect claims to a bona fide prospective purchaser, contiguous land owner or innocent land owner liability exemption.

At a minimum the scope of work in PM's Phase I ESA includes:

- On-site reconnaissance
- Review of standard environmental record sources from local, state and federal agencies within ASTM approximate minimum search distances
- Personal interviews with appropriate government and private sector sources of information
- Identification of current and past uses/conditions, at a minimum, in accordance with ASTM standard historical sources
- ASTM recommended report format or financial institution specific
- Strict client confidentiality
- If conditions warrant additional investigation, a proposal is prepared to complete a Phase II ESA to assess RECs identified during the Phase I ESA.

In addition, at the request of the client, a Phase I ESA can include the following:

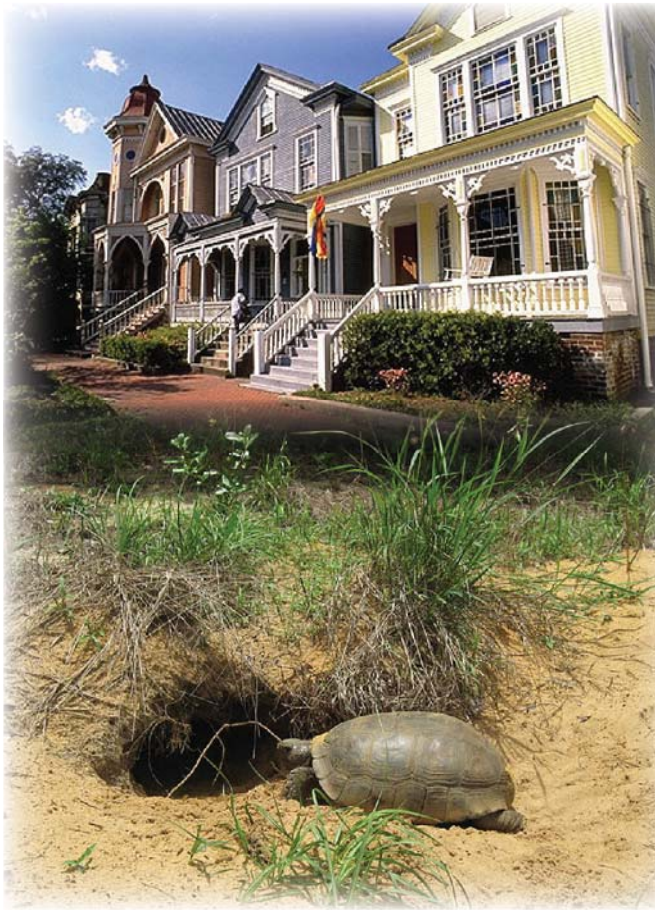
- Visual inspection for the purpose of identifying suspect Asbestos Containing Materials (ACMs) and/or Lead Based Paint (LBP), Vapor Encroachment Conditions, Noise, Radon, Wetlands
- Incorporation of lender requirements for issuance of reliance language for the purposes of making loan decisions upon specific request
- Property Condition Assessments - ASTM or custom scope

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) AND SUPPLEMENTARY REVIEWS

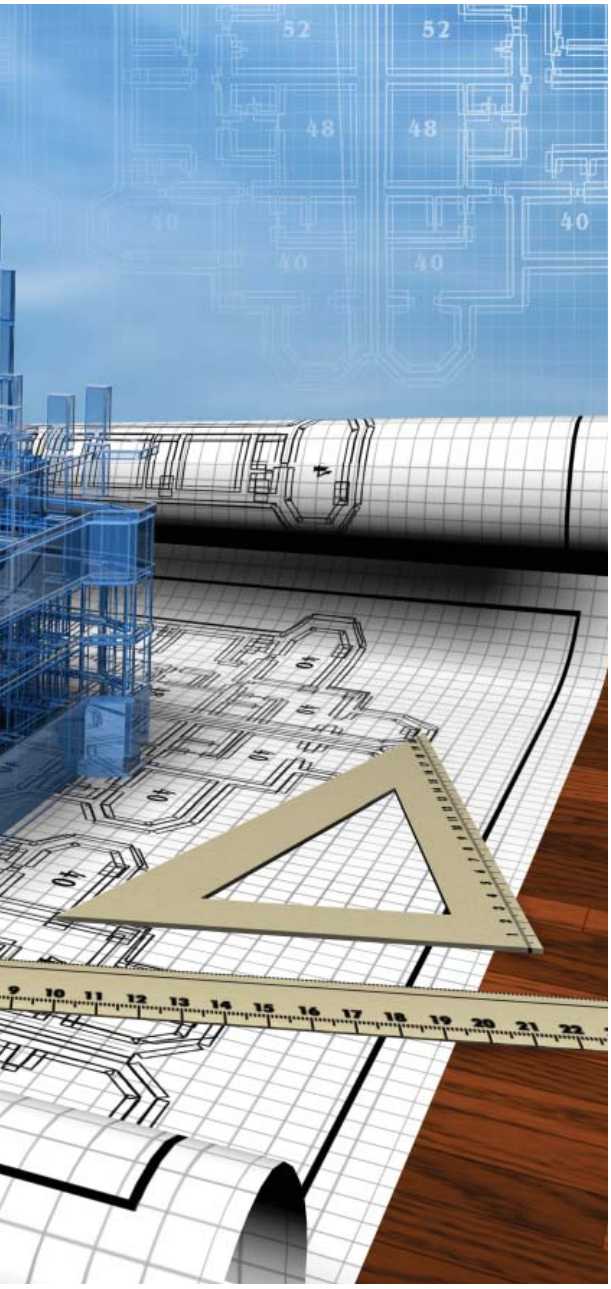
PM completes National Environmental Policy Act (NEPA) reviews in accordance with U.S. Department of Housing and Urban Development (HUD) and various local state agency requirements. PM has completed an extensive number of NEPA reviews to satisfy HUD requirements (such as HUD Form 4128) and statutory checklists required by various state housing agencies to evaluated proposed housing developments for suitability with regards to the key NEPA regulations.

Depending on review requirements, a NEPA review for proposed projects will include:

- A review of coastal barrier resources
- Review of FEMA and local agency flood plain maps
- Evaluation of the proposed project's effect on endangered and threatened species
- Review for potential wetlands via National Wetlands Inventory Maps and other resources
- Evaluation of the potential effects of the project on wild and scenic rivers and/or sole source aquifers
- A historic preservation review (completed by on staff architects and the local State Historic Preservation Office). PM's staff includes a Certified Historic Architect Federal 36CFR61 Qualified with extensive experience with historic architecture.
- A determination if the proposed project will affect existing farmland
- HUD Noise evaluations for roadways, railroads, and/or airports
- Review of potential blast/toxic chemical hazards
- Evaluation of the suitability of the project with regards to local resources (i.e., schools, public services, emergency services, etc.)
- Review of conformance of proposed project with local comprehensive plans and zoning requirements
- An evaluation of potential environmental justice issues
- A review of local natural hazards (i.e., faults, cliffs, etc.)
- Tier 1 and non-invasive Tier 2 Vapor Encroachment Screens
- Additional NEPA scope items required by a local, state, or federal agency



PROPERTY CONDITION ASSESSMENTS



PM Environmental, Inc. (PM) is a full service environmental and engineering services firm providing due diligence, building facility services, site remediation and environmental health and safety (EHS) compliance services. We conduct property condition assessments (PCA) in accordance with current ASTM E2108 guidelines and government agency reports (HUD, Freddie Mac, Fannie Mae). These assessments include a review of the following information:

- Construction plans, repair/renovation proposals, records of capital expenditures and historical repairs, and estimated budgets for improvements.
- Site features including parking and flatwork, landscaping and site topography drainage.
- Roof coverings, flashing, expansion joints, drainage and parapet walls.
- Building material and finishes including construction framework, foundation, interior/exterior walls and doors, finishes and windows.
- Electrical systems including transformers, switchgears, distribution and emergency power.
- Plumbing systems including piping material, water heaters and drainage.
- Conveyance systems including lifts, elevators and escalators.
- Fire protection systems including suppression systems and alarms.
- ADA Adaptability and Accessability Reviews.

PM's reports include:

- A summary describing overall property condition and relevant deficiencies discovered.
- Lists of specific deficiencies classified as immediate or deferred maintenance items and recommended actions with budgetary costs.
- Capital Needs/Replacement Reserves schedule within a client specified term length and budgetary costs.
- Descriptive text describing site components and building construction types, material and systems.
- Color photographs depicting major building systems, deficiencies and general property appearance.

PHASE II ENVIRONMENTAL SITE ASSESSMENTS/ SITE INVESTIGATIONS

PM is experienced in designing and completing Phase II Environmental Site Assessments, in accordance with the American Society for Testing and Materials (ASTM) Standard for ESAs state and federal guidelines. Phase II ESA processes are customized to meet client needs and budgets.

The typical objective is to determine whether contamination is present and to characterize the nature of the contaminants. PM owns and operates Geoprobe® direct push drill rigs, an efficient tool accepted by regulators for collecting soil, water, or vapor samples. The Geoprobe® applies both static force and hydraulically-powered percussion hammers to push the specialized sampling tools into the subsurface. This device allows for the collection of discrete, undisturbed soil samples from various depths. The Geoprobe® is often preferred by clients for Phase II Environmental Site Assessments, as it leaves a relatively small hole in the surface and investigation derived wastes are minimized – no disruption of the business operation and fewer unsightly 55-gallon drums of soil cuttings remain on-site to be disposed of as compared to traditional drilling methods.

PM also utilizes non-intrusive subsurface geophysical investigative techniques such as Ground Penetrating Radar (GPR) and Electromagnetic (EM) Surveys to locate potential underground objects such as buried drums, orphan underground storage tanks, septic systems, dry wells and private utilities. Such approaches minimize disruptions of a site while providing a high degree of confidence as to the presence or absence of such potential sources of contamination.

Our experienced and professional staffs of scientists, geologists, and engineers are well trained and qualified to interpret and present the data and results of the field investigations in a clear and easily understood manner that withstands regulatory and legal scrutiny. The reports are completed within a timely manner.

REMEDIAL AND HYDROGEOLOGICAL INVESTIGATION

PM has the technical expertise to design and perform extensive and complex remedial and hydrogeological investigations to assess the extent of on-site soil and groundwater contamination. Our staff uses the best available technology to complete the necessary scientific testing which enables PM to manage the project efficiently and minimize the time and costs to complete the project. PM's approach to assessing the extent of contamination is to identify and mitigate the source(s) of contamination, evaluate potential contaminant pathways and receptors, assess the lateral and vertical extent of contamination, and evaluate site characteristics necessary for the completion of a Feasibility Study and design of a remediation system.

Services include:

- Geoprobe® Soil, Vapor (soil gas), and Groundwater Sampling
- Soil Boring and Monitoring Well Installation
- Sampling and Analysis Programs
- Vadose Zone and Aquifer Characteristic Testing, Evaluation, and Modeling
- Geophysical Surveys, including Electromagnetic and Ground Penetrating Radar
- Remediation Pilot Tests

BASELINE ENVIRONMENTAL ASSESSMENTS & OTHER MECHANISMS FOR LIABILITY PROTECTION

PM is experienced with various available federal and state mechanisms and insurance products that provide purchasers of contaminated properties a means of liability protection. PM has designed and implemented workplans in conjunction with federal and state regulatory agencies, as part of All Appropriate Inquiry (AAI), Administrative Orders, Consent Orders, Covenants Not to Sue, Baseline Environmental Assessments (BEAs), Bona Fide Prospective Purchaser Agreements and Voluntary Cleanup Programs Continuing Obligation requirements that allow innocent purchasers to acquire contaminated property while minimizing liability for the contamination. PM has also designed and constructed engineering controls and/or containment structures that provide a method of distinguishing existing contamination from potential new releases at properties where hazardous substances will be used.

Services include:

- Professional staff experienced with regulatory negotiations related to mechanisms of liability protection
- The experience of having completed hundreds of Baseline Environmental Assessments and AAI investigations
- Completion of hundreds of Continuing Obligations/ Due Care Plans providing a plan and documentation as to how the use of the contaminated property will not exacerbate the contamination, prevent exposure to unacceptable levels of contamination, and take reasonable prevention against acts of omissions of third parties
- Design and implementation of engineering controls to separate potential future releases from existing contamination
- Contaminant modeling and statistical analysis capabilities for contaminant mass and fate & transport modeling

FEASIBILITY STUDIES - RISK ASSESSMENT PILOT TESTS

PM has the resources and experience to evaluate which current remedial technologies may be feasible for a specific project, including aboveground systems such as: carbon absorption, air stripping, biological treatment, chemical treatment, catalytic oxidation and ultraviolet oxidation, as well as other options to meet specific conditions. PM is also well versed in in-situ treatment systems such as bioremediation, soil vapor extraction, in-situ chemical oxidation, air sparging, bio-venting, ozone injection, dual-phase extraction, soil washing, and monitored natural attenuation. We are constantly evaluating current research in remedial technology to assure that the best approach can be offered to our clients.

Services include:

- Site Characterization, Data Evaluation and Initial Remedial Alternative Screening and Elimination
- Bench-Scale Modeling and Testing of Initial Remedial Technology Alternatives
- Pilot Testing of Vadose and Saturated Zone to Determine Applicability of Remedial Alternatives
- Treatability Studies
- Best Developed Available Technology Evaluation and Recommendations
- Economic Comparison and Analysis
- Site Specific and Generic Risk Assessments to Compare Remedial Alternatives

REMEDIAL ACTION PLANS, REMEDIATION SYSTEM DESIGN AND IMPLEMENTATION

Once the remediation regulatory objectives and a remedial technology have been selected, a project team of PM's experienced staff of qualified Engineers, Geologists and Environmental Scientists completes a Remedial Action Plan (RAP). The RAP describes conceptual designs to remediate a site to required action levels. Upon approval of the RAP, our staff prepares the final design and implements the selected system. Our staff has a wide range of experience with remediation projects including treatment of contaminated soils, vapors, sludges, groundwater, and the recovery of free product.

Services include:

- Remedial Action Plan Preparation and Design
- Engineering Plans and Drawings
- Preparation of Construction Specifications and Bid Requirements
- Remediation System Installation Coordination and Management
- Operations Sampling and Analysis Programs
- Air and Water Permitting
- Long Term Monitoring and Closure Reporting
- Remediation System Operations and Maintenance
- Remediation System Recycling, Reuse, or Abandonment
- Vapor Recovery/Elimination Through Preseumptive Remedies, such as via Liquid Boot® Systems
- Land Use Restrictions, Institutional Controls, and Engineering Controls

UNDERGROUND AND ABOVEGROUND STORAGE TANK CONSULTING

PM is a Qualified Underground Storage Tank Consultant in several states and has provided environmental consulting on numerous underground storage tank (UST) closures and aboveground storage tank (AST) sites. We work closely with our clients and regulators to achieve site closure as soon as practicable and have assisted many clients with successfully closing their LUST sites. PM is also adept at moving projects at a pace that meets our client's financial limits while limiting non-compliance violations if that is the desired approach.

Our staff has expertise with the requirements of federal, state, and local regulatory acts governing USTs, leaking USTs, ASTs and available state reimbursement insurance claim funds to clean up leaking UST sites.

Services include:

- Local and State UST/AST Registration Requirements
- Geophysical Techniques to Assess for the Presence of Buried Tanks
- Release Reporting Requirements
- LUST Regulatory Reporting Requirements
- Soil, Groundwater, and Vapor Contaminant Delineation
- Free Product Investigation and Recovery
- Feasibility Studies
- Remedial Action Plans and Implementation
- Final Release Closure Documentation, including Generic and Site Specific Risk Based Closures
- State and Federal Financial Assurance Requirements, including Private Insurance

CONSTRUCTION MANAGEMENT AND FIELD SERVICES

PM's staff possesses extensive experience in the design, construction, and evaluation of remediation systems, hydraulic structures, and buildings. PMs engineers, architects and technicians are well versed in the areas of soil mechanics, foundation design, concrete and aggregate technology, masonry construction, and available construction testing techniques. Our construction management and field service expertise, combined with our comprehensive package of environmental services, provides PM with the resources to complete large-scale environmental projects including site investigation, site remediation, and closure documentation.

Services include:

- Geotechnical Investigations
- Remediation and Construction Management
- Construction Testing and Quality Control/Quality Assurance
- Design and Construction Monitoring of Geo-synthetic Liner Systems
- Design and Construction Monitoring of Secondary Containment Systems
- Design and Construction Monitoring of Underground and Aboveground Storage Tank Systems
- GeoProbe® Drilling
- Aquifer Testing
- Remediation Pilot Tests
- Sampling
- Property Condition Assessments (PCAs) and Project Capital Needs Assessments (PCNAs)
- Construction Monitoring

BROWNFIELD REDEVELOPMENT AND POTENTIAL FUNDING MECHANISMS

Before

After

In many instances, state or federal funding or tax incentives are available to assist private and government clients in the assessment and remediation of Brownfield sites. A Brownfield is an abandoned, idled, or underused industrial and commercial facility where expansion or redevelopment is complicated by real or perceived environmental contamination, or due to blight or functional obsolescence. Poor historical waste management practices have left hundreds of thousands of properties with the stigma of being contaminated. Even with careful legislation, environmental protection regulations often tend to deter developers and purchasers from aggressively acquiring previously developed sites that are contaminated. The goal of many state and federal environmental regulations is for responsible parties (RP) to pay for the clean-up costs of contaminated sites. However, in many circumstances there is no RP available and the clean-up costs are imposed on the current owner of a property or prevent the redevelopment of the property.

PM provides services to assist municipalities and developers in identifying and obtaining funding sources, implementing cost-effective environmental due-diligence, preparing baseline environmental assessments (BEAs) and Continuing Obligation Evaluations and where appropriate, remedial investigations and remedial action plans. PM can prepare and implement Brownfield work plans and assist Local Units of Government in preparing applications for state and federal Brownfield Loan and Grant programs.

PM understands that a flexible, creative, and innovative approach for Brownfield redevelopment is critical for project success. PM has successfully worked with USEPA, state agencies, and local governments to complete Brownfield projects. Based on this approach, PM's clients have succeeded in many private and public redevelopment projects which otherwise may not have been feasible.

PM's Brownfield Redevelopment and Management Services consider strategies and tools for evaluating project critical issues such as market trends, demographics, land use options, infrastructure and construction, investment requirements, government incentives, available financing, and expected returns. Working with experienced real estate, legal and development professionals, PM's Brownfield redevelopment and management team can successfully complete all aspects of Brownfield redevelopment projects.

BUILDING FACILITIES SERVICES
ASBESTOS, LEAD, & HAZARDOUS MATERIALS

PM has a staff of trained professionals that include industrial hygienists, asbestos and lead paint specialists, biologists, engineers, and environmental scientists. PM professionals also maintain certifications that include: Certified Industrial Hygienists (CIH), Professional Engineers (PE), Licensed Asbestos and Lead professionals and Certified Hazardous Materials Managers (CHMM). PM is experienced in preparing abatement specifications and remediation work plans and providing oversight and air monitoring throughout the duration of the project.

PM's Services Include:

- Creating value for our clients through the preparation of systematic and tailored approaches for assessing and proactively managing hazardous material concerns.
- Comprehensive asbestos, lead paint and hazardous materials management programs for renovation and demolition projects, including surveys in residential, industrial, commercial, institutional and municipal buildings.
- Lead-based paint inspections and risk assessments for public housing and childoccupied facilities, including lead paint inspections in support of the EPA Renovation, Repair, and Painting (RRP) Rule.
- Total project management including the preparation of bidding specifications, management of the bidding process, oversight of removal activities, third-party and worker exposure air monitoring, and documentation of compliance with project specifications and local, state and federal regulations.
- Development of management processes based on PM's industry experience and best management practices.
- Management of facility decommissioning projects involving the removal of asbestos-containing materials, industrial wastes and regulated building wastes.
- Project planning and coordination across interdisciplinary project teams.
- Monitoring for compliance with current state and federal regulations.

ENVIRONMENTAL COMPLIANCE AUDITS AND CONSULTING

PM is experienced with regulatory compliance issues that companies need to monitor and control.

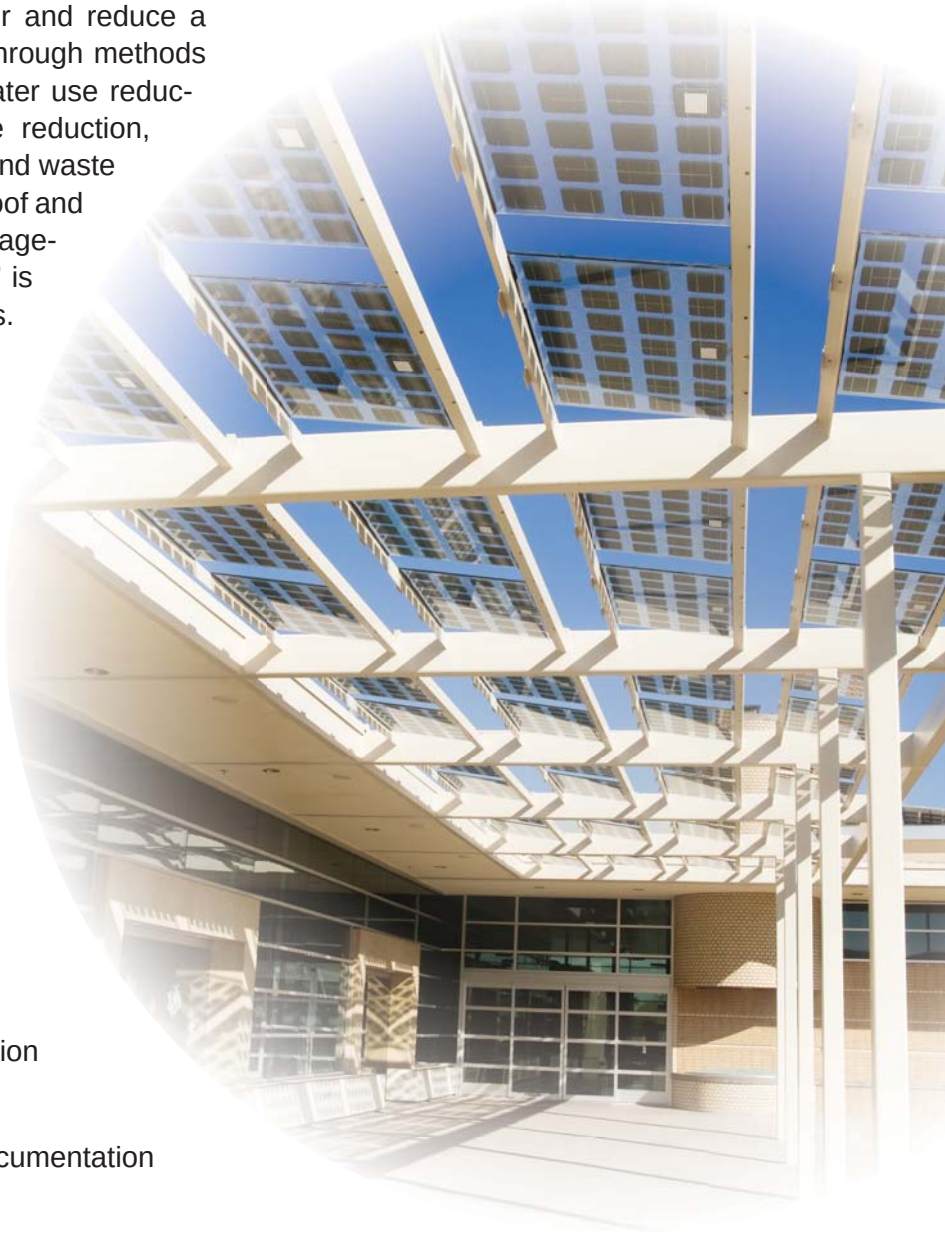
PM's approach is to provide a comprehensive, site-specific review of overall environmental compliance for our clients. We have developed a series of compliance services designed to assist our clients in maintaining compliance with the complex regulations. PM can help our client's benchmark their existing programs against both State/Federal regulations and other management system standards. The findings can be used to prioritize actions needed to insure compliance with regulations and designed to improve the overall performance of the organization. The goal is to minimize risk of regulatory enforcement and to identify opportunities to reduce costs.

Services include:

- Environmental Compliance Audits and Assessments
- Annual Reporting – RCRA, CAA, CWA, TRI and SARA
- Air Quality Permitting & Testing
- Waste Management Planning and Minimization
- Environmental Permitting
- Industrial Hygiene and Safety
- National Pollution Discharge Elimination System (NPDES) permitting and monitoring
- Emergency Preparedness Plans – SPCC, PIPP, Integrated Response Planning
- Stormwater Pollution Prevention (SWPP) Plans
- AST and UST Compliance and Upgrades
- Data Management and IT Solutions

LEADERSHIP IN ENERGY & ENVIRONMENTAL DESIGN (LEED) CONSULTING AND ENERGY AUDITS

Leadership in Energy and Environmental Design (LEED) involves the evaluation and implementation of energy conservation and sustainable operations to monitor and reduce a building's operating costs. This is achieved through methods ranging from site selection to energy and water use reduction, indoor air quality improvement, waste reduction, promotion of alternative fuel vehicles, storm and waste water management, heat island reduction of roof and pavement to green cleaning and building management, just to name a few. A "green building" is not just about green roofs and rain gardens. The owner of a building has many possible credit choices to obtain LEED Certification.



Services include:

- Energy Audits
- Building Energy Performance Assessments (BEPA)
- Initial LEED Audit Checklist and Goal Selection, LEED Gap Analysis
- Energy Upgrade Incentive Analysis
- Sustainable Site Evaluation
- Water Efficiency Evaluation
- Energy & Atmosphere Evaluation
- Materials & Resources Evaluation
- Indoor Environmental Quality Evaluation
- Innovation in Operation & Upgrades Evaluation
- LEED Implementation Budgeting
- LEED Implementation Management and Documentation
- LEED Renewals

PM Environmental, Inc.

Professional Personnel and Support Staff

PM employs environmental and engineering professionals with extensive expertise and a broad range of experience in providing innovative solutions for even the most complex environmental problems. Our staff includes qualified individuals experienced in a variety of technical disciplines including: engineering, geology, hydrogeology, biology, chemistry, environmental science, construction management, architecture and surveying. PM staff also specialize in energy audits, asbestos, lead and hazardous materials in buildings PM's professionals participate in company sponsored continuing education and professional development courses/seminars to further enhance their technical capabilities. The Personnel Section of this SOQ provides a summary of Key Personnel and resumes.

Support Systems Capabilities

PM owns and utilizes the current version of AutoCAD (CAD), a computer aided design system. CAD is a fast, general-purpose system used for the generation, manipulation, display, and output of two and three-dimensional graphics and modeling data. The CAD data manager manipulates data from various sources and compiles it into a graphic form. The system merges copious amounts of technical data into a graphic medium that allows one to quickly view and understand detailed information from a multitude of sources.

PM is equipped with ESRI ArcGIS software including ArcGIS Desktop 10 and ArcGIS Server Workgroup. Geographic information system (GIS) allows us to visualize, analyze, and interpret data to reveal relationships, patterns, and trends. PM is able to geographically manage our research archives to assist in streamlining the due diligence process. GIS is also an important tool in connecting what occurs in the field to create figures, and manage and analyze data.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

PM maintains a strict QA/QC program to ensure compliance with established Standard Operating Procedures (SOPs). SOPs are used in the areas of drilling soil borings and monitoring well installations, soil sampling, groundwater sampling, aquifer testing, decontamination procedures, and chains of custody. Project checklists are followed in the areas of regulatory compliance, site history checks, sampling and data collection logs, and strict project supervision.

Project Managers require that QA/QC procedures be followed during the collection of data throughout a project. A peer review procedure is used on all projects.

HEALTH AND SAFETY PROGRAM

PM has built a culture where the health and safety of employees, clients, and the public is of paramount importance, and is integral to how we serve our clients. PM maintains an active Health and Safety Program, and site-specific health and safety plans (HASPs) are prepared for each site investigation. All PM employees, managers, supervisors, consultants, and subcontractors who conduct field activities at sites involving potential or known environmental contamination have completed the initial Hazardous Waste Operations and Emergency Response (HAZWOPER) training course along with annual refresher training. Additional training and certifications held by PM employees include HAZWOPER management and supervisory training, first aid, cardiopulmonary resuscitation (CPR), confined space entry, federal railroad safety, bloodborne pathogens, OSHA construction safety, and federal DOT training for the shipment of regulated and hazardous materials.

PM Environmental maintains an internal incident review program designed to evaluate health and safety incidents (should they occur) in order to learn from the experience and to then improve its safety programs and safety culture. Our goal is to create and maintain a work environment that has zero serious incidents involving our staff, and PM strives to maintain this goal by operating with a safety culture that starts with the firm's ownership and senior staff.

INSURANCE

PM maintains a $6,000,000 ($2,000,000 base with a $4,000,000 umbrella) consultant's environmental liability (errors and omissions) policy which combines both professional liability errors and omissions coverage and pollution liability coverage through an A.M. Best and Company or similarly rated insurer. Additionally, PM maintains workers' compensation insurance to meet statutory requirements and commercial general liability protection.

CLIENTS

PM Environmental is proud to count some of the industry leaders among our clients, below is a sampling:

BANKS & FINANCE

- Ally Financial, Inc.
- BB&T
- Bank of America
- Capitol Bancorp Ltd.
- Chase Bank
- Ciena Capital, LLC
- Comerica Bank
- Commercial Alliance
- Fifth Third Bank
- First Horizon National Corporation
- First National Bank of America
- FirstMerit Bank
- Flagstar Bank, FSB
- Independent Bank
- JPMorgan Chase Bank
- Level One Bank
- MAPCO Express, Inc.
- mBank
- PNC Financial Services
- SunTrust Bank
- TCF Bank
- U.S. Bank Real Estate Technical Services
- Wells Fargo Bank

PETROLEUM

- Armada Oil & Gas Company
- Atlas Oil
- Corrigan Oil Company
- Fogg Oil Company
- Hadi Group Distributors, Inc.
- MAPCO Express, Inc.
- Michigan Fuels
- Oakland County Fuels, Inc.
- Safiedine Oil Company

CAPITAL MARKETS

- Berkadia
- Walker & Dunlop
- Bridgespan Capital Partners
- Pillar Financial
- Bloomfield Financial Services, Inc.
- Grandbridge
- Love Funding
- Lancaster Pollard
- Red Capital Group

INSURANCE

- American General Life Insurance Company
- American National Family of Companies (ANICO)
- Farm Bureau Financial Services
- Jackson National Life Insurance
- Mutual of Omaha
- Nationwide Insurance
- PPM America
- Protective Life Insurance
- RiverSource Life Insurance Co. of New York
- StanCorp Financial Group
- Symetra
- Wells Fargo Insurance Agency of Michigan, Inc.
- Woodmen of America
- Manufacturer's Life

DEVELOPERS

- Agree Realty Corporation
- American Campus Communities
- American House Corporate
- Bedrock Management Services
- Bernard Financial Group
- Brookstone Capital
- CESO, Inc.
- Diversified Restaurant Holdings, Inc.
- Friedman Integrated Real Estate Solutions
- Gillespie Group
- Kramar Jewelry, Inc.
- Larc Properties, Inc.
- Medallion Management Inc.
- NAI Mid Michigan Vlahakis Commercial
- REDICO
- Southwest Housing Solutions Corporation
- The Rosdev Group

Personnel

PM ENVIRONMENTAL | Environmental & Engineering Services

Key Personnel

Name	Title	Degree	Years
Peter S. Bosanic, P.E.	Senior Project Engineer	B.S. Civil/Environmental Engineering	23
Michael T. Kulka, P.E.	Senior Project Engineer	B.S. Civil/Environmental Engineering	23
Steven E. Price, CHMM	VP of Due Diligence	B.S. Industrial Environmental Health	27
Kevin Kruszewski, P.G.	VP of Environmental Risk Management	B.S. Geology	26
Beth Bailey	National Due Diligence Group Manager	M.S. Science Resource Policy and Behavior, B.A. International Relations	12
Kelly Hoover	Regional Due Diligence Manager	B.S. Biology	12
John Wharff	Vice President & Regional Manager	B.A. Environmental Science	18
John Hargraves, P.G.	Senior Project Geologist	B.S. Geology	25
Lee Gregory Stephenson, P.G.	Vice President	B.S. Geology	24
Donald Warren	Field Operations Manager	A.S. Environmental Science	16
William C. Mener, CSP	Industrial Hygiene Services Regional Manager	B.S. Mechanical Engineering Technology	27
Grant DeWitt, P.G., C.P.	Senior Geologist	B.A. Geology, M.S. Geophysics	36
Elliot J. Nightingale, P.G.	Senior Consultant	M.S. Geology, B.S. Geology	24
A. Richard Koch, Ph.D.	Certified Industrial Hygienist	B.S. Botany, M.S. Botany-Ecology, Ph.D. Botany (Phytology)	28
J. Adam Patton, CHMM	Manager of Site Investigation Services	B.S. Environmental Science	13
Christie L. Santiago	Project Engineer	B.S. Geological Engineering	18
Renee McFarlan	Regional Manager	B.S. Geology	9
Jennifer L. Ritchie, C.P.G.	Project Manager	B.A. Geology	16
Casey Armstrong	Project Manager	B.S. Biology	14
Stephen R. Zayko, P.E.	Senior Engineer	M.S. Geological Sciences B.S. Civil Engineering	20
Shawn Shadley	Regional Director	B.S. Geography and Environmental Science	13
Jon M. Balsamo	Manager – Industrial Hygiene Services	B.S. Environmental Health	18
Damiano Albanese	Regional Manager	M.A. Environmental Management and B.A. Geographical and Environmental	22
Candace Chin Fatt	Project Manager	B.S. Geology	10
Victor Tvedten, Assoc. AIA, LEED-AP	Energy & Sustainability Consultant	M.S. Architecture	18
Suzanne Evans, G.I.T.	Project Manager	B.S. Geology	10
Steven Stelter	Field Project Scientist	B.S. Environmental Science	15
Bruce Lemmon	Field Project Manager	B.S. Natural Resources and Environmental Policy	11
Amanda Stone	Regional Due Diligence Manager	B.S. Environmental Science	10
David Pominski	Senior Project Manager	B.S. Geology	27
Maryse Speckner	Senior Project Manager	B.S. Environmental Engineering	24

PETER S. BOSANIC, P.E., E.P.,Q.C.

PRINCIPAL ENGINEER AND SENIOR PROJECT MANAGER

1-800-485-0090
www.pmenv.com
bosanic@pmenv.com

Education

- Michigan State University
  B.S. Civil and Environmental Engineering
- Michigan State University Graduate Studies
  Environmental Engineering
- Various Continuing Education and Professional Development Classes
- ASTM Risk Based Corrective Action Training
- Zweig White Principals Academy

Registration

Professional Engineer

- State of Michigan No. 39997
- State of Tennessee No. 00103628
- State of Alabama No. 29882
- State of Ohio No. E-59547
- State of Mississippi No. 20006

Certifications

- OSHA 40 Hours Hazwoper and 8-hour Supervisor Training
- Environmental Professional (EP) as defined in § 312.10 of 40 CFR 312
- ASTM PCA Training
- HUD MAP PCNA Training
- Qualified UST Consultant (QC) in Michigan

Professional Activities

- American Society of Civil Engineers
- National Brownfield Association
- Mortgage Bankers Association
- Environmental Bankers Association
- Michigan Association of Environmental Professionals
- Michigan Petroleum Association
- Chi Epsilon Civil Engineering Honor Society

Mr. Bosanic is the President and Principal Engineer at PM. He has over 20 years of relevant experience and his role includes overseeing PM's day to day operations, maintaining the company's industry leadership and implementing its strategic business plan.

He has extensive experience in environmental risk management, environmental & engineering due diligence, M&A, Brownfield redevelopment and economic development incentives, leaking UST management, remediation, environmental compliance, industrial hygiene projects and government contracts.

He regularly works with financial institutions, investors, developers, retail petroleum clients, municipalities, industries, business and government agencies and regulators.

Areas of expertise

- Environmental Due Diligence for financial instructions, investor, developers and government agencies including:
  - Phase I & II ESAs
  - Vapor intrusion investigations
  - Baseline Environmental Assessments
  - Due Care Plans and Continuing Obligations evaluations
  - Property Condition Assessments (PCA), Project Needs and Capital Needs Assessments (PNAs & CNAS)
- Leaking UST and industrial site investigations, feasibility studies and Corrective Action Plans and Remediation.
- Environmental compliance audits
- Brownfield redevelopment economic development consulting including grants and other incentives
- Industrial Hygiene Services experience including asbestos, lead based paint and other hazardous materials.
- Government environmental contract project management

MICHAEL T. KULKA, P.E., Q.C.

FOUNDER AND CEO

1.800.313.2966
www.pmenv.com
kulka@pmenv.com

Education

- Michigan State University B.S. Civil and Environmental Engineering
- Michigan State University Graduate Studies Environmental Engineering
- ASTM Risk Based Corrective Action

Registration

Professional Engineer

- State of Michigan No. 42073
- State of Alabama No. 22445
- State of Georgia No. 23834

Certified UST Professional

- State of Michigan No. 859

Certifications

- OSHA 1910.120 Hazardous Waste Training to Level B
- OSHA 1910.120 Hazardous Waste 8-hour Supervisor Training
- American Red Cross Standard First Aid and Adult CPR
- Certified Asbestos Building Inspector Accreditation No. A25217
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

Professional Activities

- Environmental Bankers Association
- Community Bankers of Michigan
- Association for Corporate Growth
- Commonground Advisory Board
- Michigan Petroleum Association

Panels

- Banker/Consultant Relationships and Setting Expectations (Contracting and Pricing Phase I ESAs)
- Trials and Tribulations Facing SBA, Lenders and Environmental Professionals Implementing SOP 50 10 for Loan Originations, Refinancing's and Liquidations Under the CDC 504 and 7a Loan Programs
- UST Updates and Heating Oil Tanks Adventures
- Oddities Presentation

Mr. Kulka is a Chief Executive Officer and Principal at PM Environmental, Inc. and has served clients throughout the United States since 1989. He specializes in Environmental Due Diligence, Portfolio Management, Mergers and Acquisitions, and Transactional Real Estate and Development.

Mr. Kulka is the National Client manager for numerous Fortune 100 financial institutions, retail chains, industrial conglomerates, and real estate developers. He has managed multiple large scale commercial, retail, and industrial redevelopments involving multiple service lines within the company. Mr. Kulka has presented on national panels within the environmental industry on topics such as Environmental Due Diligence, Brownfield, Leaking Underground Storage Tank (LUST), Environmental Compliance, and Environmental Oddities.

Areas of expertise

- Due Diligence Phase I Environmental Site Assessment (ESA) Projects.
- Brownfield Redevelopment Projects.
- Phase II ESAs and Site Investigation Projects.
- Baseline Environmental Assessments (BEAs), Continuing Obligations, and Due Care Projects.
- Property Condition Assessments (PCAs) and Project Capital Needs Assessments (PCNAs).
- Environmental Compliance Audits.
- Leaking Underground Storage Tank (LUST) Projects, including removal and in-place closures, contaminant delineation, and remediation using Risk-Based Correction Action (RBCA) Procedures.
- Expert in Compliance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201, 203, 211, 213, and 215, as well as Parts 111 and 115.
- Preparation and review of land use based remedial action plans.
- Applying for land use based closures.
- Applying for and accessing state and federal environmental cleanup funds.
- Preparation and review of feasibility studies for the remediation of soil and groundwater.
- Preparation and review of generic and site-specific risk assessments.
- Design of soil and groundwater remediation systems at contaminated sites.
- Storm Water Pollution Prevention Plans (SWPPPs).
- SPCC Plans and PIPPs.

STEVEN E. PRICE, CHMM

PRINCIPAL, VICE PRESIDENT, AND SENIOR TECHINCAL MANAGER

1-800-485-0090
www.pmenv.com
price@pmenv.com

Education

- Ferris State University
  B.S. Industrial and Environmental Health
  Minor in Biology

Certifications

- Certified Hazardous Materials Manager (CHMM) No. 15069
- OSHA 1910.120 Hazardous Waste Training
- American Red Cross Standard First Aid and Adult CPR
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

Professional Activities

- Michigan Bankers Association, Member of the Environmental Affairs Committee.
- Michigan Association of Environmental Professionals
- Environmental Bankers Association

Mr. Price is a Principal and Vice President at PM Environmental, Inc. and has served clients in several states since 1987. He specializes in transactional due diligence and risk management, with a focus on lending institutions and risk management, bank environmental risk policy development, implementation and training, SBA transactions, Phase II Environmental Site Assessments (ESAs), Baseline Environmental Assessments (BEAs), and Due Care Plans.

Mr. Price has been involved in thousands of transactions, including typical Environmental Due Diligence for purchase and refinance transactions, and participations and foreclosures. His focus incudes serving financial clients based in the Midwest with investment interests across the country.

Areas of expertise

- Extensive experience in real estate portfolio analysis for evaluation of environmental risk associated with single and multi property transactions for the lending industry.
- Extensive experience in the management of environmental due diligence associated with foreclosed properties.
- Wrote and implemented Environmental Policies for several local, community and regional banks with a combines asset total of over $80 billion.
- Involved in the collateral and exposure analysis for over 15,000 real estate transactions; including single and multi commercial, industrial, and multi state properties.
- Lead environmental risk manager for several single and multi state, multi property participation/syndication transactions; including acting as agent for banks and coordination with participating bank environmental risk managers.
- Experience in extensive bank branch real estate portfolio, including environmental risk analysis/reduction relating to asbestos containing materials, lead based paint, mold, and environmental due diligence during acquisition and divestment of branch locations.
- Peer/Senior Technical Review for Baseline Environmental Assessment (BEA) Projects.
- Extensive experience in development and implementation of Due Care Plans in accordance with P.A. 451, Part 20107a.
- Environmental Assessments in accordance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213.
- Peer/Senior Technical review of thousands of Phase I and Phase II Environmental Site Assessment projects.
- Expertise in Compliance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201, 211, and 213.
- Experienced with Local, State, and Federal Regulatory Acts.

KEVIN M. KRUSZEWSKI, P.G., Q.C.

VICE PRESIDENT OF ENVIRONMENTAL RISK MANAGEMENT

1-800-313-2966
www.pmenv.com
kruszewski@pmenv.com

Education

- Michigan State University
  B.S. Geology

Registration

Professional Geologist

- State of Indiana

Certified UST Professional

- State of Michigan

Certifications

- OSHA 1910.120 Hazardous Waste Training
- American Red Cross Standard First Aid and Adult CPR
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

Professional Activities

- Michigan Association of Environmental Professionals
- Environmental Bankers Association

Mr. Kruszewski is a Vice President of Environmental Risk Management at PM Environmental, Inc. and has served clients in over 48 states since 1988. He specializes in Phase I and Phase II Environmental Site Assessments (ESAs), Baseline Environmental Assessments (BEAs), and Due Care Plans, Underground Storage Tank (UST) Closures, and Lender Risk Management. Mr. Kruszewski has been involved in thousands of transactions, including typical Environmental Due Diligence for purchase and refinance transactions, and participations and foreclosures. His recent focus incudes serving financial clients based in the Midwest with investment interests across the country.

Areas of expertise

- Real estate portfolio analysis for evaluation of environmental risk associated with single and multi property transactions for the lending industry.
- Collateral and exposure analysis for over 3,000 real estate transactions, including single and multi commercial, industrial, and multi state properties.
- Management of environmental due diligence associates with foreclosed properties.
- Peer/Senior Technical Review for Baseline Environmental Assessment (BEA) Projects.
- Peer/Senior Technical review for Due Care Analysis for BEAs in accordance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213
- Peer/Senior Technical review of Phase I, Phase II, Phase III Environmental Site Assessment Projects.
- Peer/Senior Technical review for Leaking Underground Storage Tank (LUST) Projects, including risk evaluation for the lending industry.
- Technical review of land use based Corrective Action Plans.
- Local, State, and Federal Regulatory Acts.
- Technical Review of feasibility studies for the remediation of soil and groundwater.
- Technical Review of generic and site-specific risk assessments.
- On-site management of the containment and recovery of dense non-aqueous phase liquids (DNAPLs).

JOHN WHARFF

VICE PRESIDENT AND WESTERN REGIONAL MANAGER

1-800-313-2966
www.pmenv.com
wharff@pmenv.com

Mr. Wharff is Vice President and Western Regional Manager at PM Environmental, Inc. and has over 18 years of relevant experience. Mr. Wharff has experience managing environmental due diligence programs and projects for various national and regional financial institutions, capital markets, investors and developers.

He has also served as the program manager for an Environmental Protection Agency (EPA) Brownfield Assessment Grant as well as been Task Order Manager for hazardous waste site investigations for Caltran's Northern and Central contract regions. Mr. Wharff is responsible for all aspects of the environmental programs, health and safety programs, project management, engineering activities and business development in PMs Western Region.

Areas of expertise

- Client Service Manager for national and regional lending institutions providing services including RSRA, Phase I ESA; ASTM Transaction Screen; ACM, LBP and Mold Surveys; and Phase II ESAs.
- Program and Senior Project Manager for local government environmental programs serving various California cities, counties and housing authorities.
- Develops the technical scopes of work, estimates project cost and scheduling, conducts meetings and presentations to various stakeholders including regulatory oversight agencies.
- Program and Senior Project Manager for Brownfield Redevelopment Projects.
- Program and Senior Project Manager for Phase I, Phase II and Phase III Environmental Site Assessment Projects.
- Program and Senior Project manager for large, multi-site portfolios including Property Condition Assessments , ESAs and Seismic Evaluations.
- Program and Senior Project Manager for Environmental Regulatory Compliance Audits.
- Program and Senior Project Manager for leaking underground storage tank (LUST) projects
- Preparation and review of land use based remedial action plans, and in applying for land use based closures.
- Preparation and review of generic and site-specific risk assessments.
- Design of soil and groundwater remediation solutions at contaminated sites.

Education

- California State University –Sacramento
  B.A. Environmental Studies/Biology
- A.A., General Studies/Science Emphasis, Sierra Community College, Rocklin
- Various Continuing Education and Professional Development Classes

Certifications

- OSHA 40 Hours Hazwoper and 8-hour Supervisor Training
- Environmental Professional (EP) as defined in § 312.10 of 40 CFR 312
- UC Davis Mold Evaluation and Control

Professional Activities

- American Society of Civil Engineers
- National Brownfield Association
- Environmental Bankers Association
- Groundwater Resources Association
- Association of Commercial Real Estate

BETH BAILEY

NATIONAL MANAGER – DUE DILIGENCE GROUP

Ms. Bailey is the National Due Diligence Manager for PM Environmental, Inc. Ms. Bailey has over 10 years of experience performing environmental due diligence on a variety of properties for financial institutions and borrowers, retail chains, industrial conglomerates, and real estate developers. She specializes in Phase I Environmental Site Assessments and Risk Management.

As the National Due Diligence Manager, Ms. Bailey manages all aspects of the over 7,000 annual transactional due diligence projects from throughout the United States. Ms. Bailey is a Michigan native with a Bachelor Degree from Michigan State University and a Master of Science from The University of Michigan.

1-800-313-2966
www.pmenv.com
bailey@pmenv.com

Education

- Michigan State University B.A. International Relations
- Specialization: Environmental Economics International Department
- University of Michigan Masters of Science Resource Policy and Behavior
- MDEQ Cleanup Criteria Training
- ASTM Phase I and Phase II Processes Training

Certifications

- Certified Asbestos Building Inspector Accreditation #A30924
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

Professional Activities

- Environmental Bankers Association
- CREW Network Board Liaison for CREW Detroit Outreach

Areas of expertise

- Data collection, site investigation, and preparation of Phase I Environmental Site Assessment (ESA) projects.
- Data collection, site investigation, and preparation of Transaction Screen projects.
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527, ASTM E-1528)./
- Project Investigator and preparer for Phase II ESAs.
- Project Investigator and preparer for Baseline Environmental Assessments in accordance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213.
- Limited bulk asbestos containing materials samples.
- Demolition inspections for commercial and industrial properties.
- Completion of Brownfield Plans and associated regulatory paperwork.
- Coordination and management for PM Environmental, Inc. Phase I ESA Department.

813-731-1177
www.pmenv.com
hoover@pmenv.com

Education

- University of Glasgow, Glasgow, Scotland
  B.S. Biology

Certifications

- Florida Licensed Mold Assessor
- AHERA Asbestos Inspector (FL, NC and SC)
- AHERA Asbestos Management Planner (FL, NC and SC)
- AHERA Asbestos Contractor Supervisor
- AHERA Project Designer
- OSHA HAZWOPER

KELLY HOOVER

REGIONAL DUE DILIGENCE MANAGER & SENIOR CONSULTANT

Ms. Hoover is a the Regional Due Diligence Manager and Senior Consultant at PM Environmental, Inc. and has served clients throughout the United States since 2002. She specializes Indoor Air Quality, Asbestos, Industrial Hygiene and Due Diligence (Phase I ESA) projects. Ms. Hoover has managed, conducted and reviewed Phase I ESAs and Transaction Screenings throughout Florida and the continental US, including management of multiple site portfolios.

Areas of expertise

- Management of Master Environmental Service Contracts for all environmental issues including asbestos, indoor air quality (IAQ), mold services and OSHA compliance.
- Management of IAQ/Mold Assessments, including development of remediation protocols, coordination of remediation contractors and project management of environmental remediation
- Data collection, site investigation, and preparation of Transaction Screen Site Assessments.
- Experience in implementation of various site assessment standards and professional protocol and commercial lending requirements (ASTM E1527 and ASTM E1528).
- Bird nest assessments for the telecom industry
- DOT Pond Screening Assessments
- HUD Environmental Assessments
- IAQ testing for LEED certification

JOHN W. HARGRAVES, P.G.

REGIONAL MANAGER AND SENIOR PROJECT MANAGER

1-256-353-6222
www.pmenv.com
hargraves@pmenv.com

Education

- Tennessee Technological University B.S. Geology

Registration

- Professional Geologist State of Tennessee No. 4116
- Professional Geologist State of Alabama No. 701
- Professional Geologist State of Florida No. 2541
- Professional Geologist State of North Carolina No. 2242
- Professional Geologist State of South Carolina No. 2557
- Professional Geologist State of Arkansas No. 1956
- Registered Professional Geologist State of Georgia No. 1948
- Registered Professional Geologist State of Mississippi No. 772

Certifications

- OSHA 29 CFR 1910.120 40-hour HAZWOPER Safety Training
- OSHA 29 CFR 1910.120 8-hour Annual Refresher
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

Mr. Hargraves is a Regional Manager and Senior Project Manager at PM Environmental, Inc. and has served clients in over 15 states since 1989. He specializes in Environmental Due Diligence, Phase II Environmental Site Assessments (ESAs). Remediation, Leaking Underground Storage Tank (LUST), Brownfield Redevelopment, and Grants/Alternate Funding Sources. Mr. Hargraves has multiple State of Tennessee contracts (TDOT, TDEC, TNF&A), and EPA Brownfield Grants for governmental entities. His recent focus includes serving commercial/industrial clients, real estate and financial clients, governmental agencies, and developers.

Areas of expertise

- Senior Technical oversight of UST/AST releases within trust fund programs in Southeastern United States.
- Oversight of projects in Brownfield Voluntary Programs throughout the Southeaster United States.
- Preparation of remedial action reports for soil and remediation systems.
- Program Manager for Brownfield Grants throughout the Southeastern United States. Funds managed in excess of $2 million since 2008.
- UST Closure Supervisor, Site Characterization, Initial Remediation, Remediation Design, Remediation System Maintenance and Site Monitoring.
- Managed State Department of Transportation contract for right of way assessments and remediation (Phase I, Phase II, and Phase II ESAs).
- State Consultant for assessment and clean up of facilities in federal lust-trust funding programs.
- Managed state superfund contract involving site characterization, initial remediation, remediation design, remediation system maintenance, and site monitoring involving PCE, TCE and metals.
- Conducted UST and AST Closures for fuel oil, diesel, and waste water tanks at railroad facilities.
- Plume delineation for toluene release at paint formulating facilities.
- Plume delineation for pesticide release.
- Experience with witness testimony involving releases and petroleum and risk local receptors.
- Project oversight of Phase I ESAs throughout Southeastern United States.
- Project Manager for SPCC Plan Preparation for multiple fuel storage and maintenance facilities in West Tennessee and North Alabama.

LEE GREGORY STEPHENSON, P.G.

REGIONAL MANAGER AND SENIOR PROJECT MANAGER

1-931-432-5552
www.pmenv.com
stephenson@pmenv.com

Education

- Tennessee Technological University
  B.S. Geology

Registrations

Professional Geologist

- State of Tennessee No. 1324
- State of Alabama No. 742
- State of Kentucky No. 1915

Certified Methamphetamine Hygienist

- State of Tennessee No. CML-H 0305-06

Certifications

- OSHA 29 CFR 1910.120 Hazardous Waste 8-hour Supervisor Training
- OSHA 1910, 120 Hazardous Waste Training Level B
- Confined Space Entry Training
- Tennessee Department of Environmental and Conservation (TDEC) Soil Erosion Planning and Management
- TDEC Storm Water Pollution Workshop
- TDEC Approved Methamphetamine Contractor and Hygienist
- American Red Cross Standard First Aid and CPR Training
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

Professional Activities

- American Institute of Professional Geologist
- National Groundwater Association
- TTU Alumni Association

Mr. Stephenson is a Regional Manager at PM Environmental, Inc. and has served clients in 11 states throughout the Southeastern United States and Alaska since 1990. Mr. Stephenson has managed portfolios of projects during his tenure including environmental due diligence, corrective action design, remediation, acquisitions, divestitures, new to industry site development, wetland banking, SPCC, NPDES, Oil Water Separators, NEPA, FAA Audits, and environmental compliance initiatives.

He has successfully achieved regulatory closure of hundreds of LUST sites through the Southeastern United States and Alaska. His recent focus is on hydrocarbon services for LUST trust contracts in Alabama and Tennessee and various major retail petroleum clients.

Areas of expertise

- Program Manager for multiple major oil clients handling portfolios of sites in various stages of assessment and remediation within Trust Fund Programs.
- Senior Project Manager for a Refined Products Transporter. Aided in reviewing and cross referencing System Integrity Plan with EPA CFR's to ensure the plan met or exceeded the Federal Regulations. Reviewed and commented on Facility Response Plans and implemented programs with client to ensure routine updates for the response programs.
- Senior Project Manager for multiple Phase I and Phase II Environmental Site Assessment (ESA) projects throughout the Southeastern United States.
- Senior Project Manager for Environmental Regulatory Compliance Audits.
- Senior Project Manager for numerous leaking underground storage tank (LUST) projects including the removal and in-place closures, contaminant delineation, and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Developed and implemented a compliance program for oil water separators at multiple locations throughout the Southeastern United States.
- Senior Project Manager of operations and maintenance of over 45 remedial sites throughout the Southeastern United States and Alaska.
- Review of national Pollution Discharge Elimination System (NPDES) groundwater and surface water discharge permit applications and routine Discharge Monitoring Reports (DMR's).
- Senior Project Manager over numerous construction management projects. These included hazardous material abatement, demolition, renovation, and minor construction activities.
- Senior Project Manager over numerous methamphetamine survey, decontaminations, and post decontamination surveys.
- Senior Project Manager over new-build program for petroleum clients.
- Technical Project Manager for Brownfield Assessment Grant Programs in Middle Tennessee.

DONALD WARREN

REGIONAL MANAGER/SENIOR CONSULTANT

1-704-782-0555
www.pmenv.com
warren@pmenv.com

Education

- Central Florida Community College
  A.S. Environmental Science Technology

Certifications

- OSHA 29 CFR 1910.120
  Hazardous Waste Training
- Level A North Carolina Certified Well Contractor #3581-A
- Level IA Certified Georgia Soil and Water Conservation Commission Erosion Control Inspector
- Tennessee Department of Environment and Conservation Level I Erosion Control Inspector

Mr. Warren is a Regional Manager/Senior Consultant at PM Environmental, Inc. and has served clients in over five states since 1998. He specializes in Phase II Environmental Site Assessments (ESAs) and Leaking Underground Storage Tank (LUST) projects. Mr. Warren has completed and managed thousands of Phase II ESAs.

He is a licensed well contractor in the State of North Carolina and has successfully removed numerous commercial and non-commercial USTs and remediated the soil and groundwater to the point of regulatory closure. His recent focus includes serving commercial/industrial clients, private equity, and banking/lending institutions.

Areas of expertise

- Management of Site Investigation Services Department, including field services, Phase II Environmental Site Assessments (ESAs), remediation services, and regulatory compliance services.
- Project Manager for Phase II and Phase III ESA Projects.
- Implementation of various site assessment standards and professional protocol and commercial lending requirements (ASTM E1527 and ASTM E1528).
- Experience in compliance with the Environmental Regulatory Agencies in North Carolina, South Carolina, Virginia, and Georgia.
- Extensive experience with providing field and management oversight of construction services during UST and soil removal, demolition, and remedial system installation activities.
- Project Manager for leaking underground storage tank (LUST) projects, including removal and in-place closures, contaminant delineation, and remediation using Risk-Based Corrective Action (RBCA) Procedures.
- Project Manager for drilling of soil borings, installation of monitoring wells, collection of soil samples, development of monitoring wells, aquifer testing, installation of remediation systems, and operating and maintenance of remediation systems.

WILLIAM C. MENER, CSP

INDUSTRIAL HYGIENE SERVICES REGIONAL MANAGER FOR THE NORTH EAST

1-973-479-6475
www.pmenv.com
mener@pmenv.com

Mr. Mener is a Regional Manager of Industrial Hygiene Services at PM Environmental, Inc. and has served clients across the nation since 1987. Mr. Mener specializes in providing industrial hygiene services to global organizations with brick and mortar locations throughout the Unites States. Following Hurricane Sandy, he led a project team responsible for the reopening of 15 bank branches in the Northeast region, which included oversight of rapid response activities, asbestos containing material abatement, mold remediation, and contractor management.

Areas of expertise

- Environmental, health, and safety project management and supervision of staff
- Facility Management involving comprehensive asbestos and hazardous materials management programs for renovation and demolition projects
- Preparation of Job Safety Analyses, Risk Assessments, and Hazard Control Plans for industrial and commercial activities
- Development of health and safety plans for environmental activities including asbestos/lead/mold abatement, excavations, well drilling, and water/soil sampling
- Performance of health and safety site audits at job sites to ensure the safety of workers, general public, and property
- Asbestos Abatement Oversight and Project Management, including preparation of Asbestos Abatement Specifications and Bid Documents
- Asbestos Air Monitoring and OSHA Compliant Monitoring
- Performance of pre-renovation/demolition asbestos and lead paint surveys and preparation of survey reports with findings and recommendations
- Water damaged building material assessments and preparation of remediation recommendations
- Coordinate and conduct general indoor air quality assessments and investigations
- Experienced in the collection and analysis of phase contract microscopy (PCM) air samples in accordance with NIOSH Method 7400 and collection of transmission electron microscopy (TEM) samples in accordance with NIOSH Method 7402
- Due Diligence Phase I Environmental Site Assessment (ESAs) Projects
- Environmental Compliance Audits and Compliance Engineering Services
- SPCC Plans and Best Management Practices Evaluations
- Natural Disaster Recovery

Education

- NJ Institute of Technology, B.S. Mechanical Engineering Technology

Certifications

- Accredited Asbestos Inspector (EPA/AHERA)
- Accredited Asbestos Inspector States of:
  - New York
  - Pennsylvania
  - Virginia
  - West Virginia
- OSHA Hazwoper (40-hr & 8-hr Supervisor)

Advanced Training

- Asbestos Building Inspector Course
- Asbestos Project Designer Course
- Asbestos Management Planner Course
- OSHA 40-Hour Hazwoper
- OSHA 8-Hour Hazwoper Supervisor
- Respirator Fit-Testing
- USDOT Hazardous Materials Shipping
- Ergonomics
- Air Pollution Control
- Industrial Ventilation Design
- Certified Microbial Consultant (CMC)
- Certified Microbial Investigator (CMI)

Professional Associations

- Board of Certified Safety Professionals (CSP)

ELLIOT J. NIGHTINGALE, P.G., RSM

SENIOR CONSULTANT

1-704-782-0555
www.pmenv.com
nightingale@pmenv.com

Education

- California University of Pennsylvania
  B.S. Geology
- University of Akron
  M.S. Geology

Registrations

Professional Geologist

- State of North Carolina No. 1165
- State of South Carolina No. 2218
- State of Florida No. PG2809
- State of Virginia No. 886

Certifications

- OSHA 1910.120 Hazardous Waste Operations Training
- OSHA 1910.120 Hazardous Waste Operations Supervisor Training
- OSHA 1910.120 Hazardous Waste Operations Training (annual refreshers)
- First Aid, CPR, and AED Training
- Environmental Professional (40 CFR 312)

Professional Activities

- Geological Society of America
- National Groundwater Association
- Groundwater Professionals of North Carolina
- Association of Engineering Geologists
- Environmental Bankers Association

Mr. Nightingale is a Senior Consultant at PM Environmental, Inc. and has served clients throughout the Southeast, Northeast, and Midwest since 1990. He specializes in complex environmental cases and projects, industrial soil and groundwater remediation, natural attenuation and risk-based solutions, site assessment investigations, Phase I/II environmental site assessments, risk management, and regulatory compliance.

He has served as a client leader and team leader for large portfolio projects, and managed a wide variety of environmental cases and projects in the Carolinas including Federal Superfund, RCRA, State Superfund (N.C. REC Program), LUST (throughout Southeast and mid-Atlantic). Mr. Nightingale has also worked on environmental litigation cases, including support for expert witnesses.

Areas of expertise

- Risk assessment and real estate portfolio analysis of single and multi-property transactions.
- Client and team leadership for large and mid-sized portfolio management.
- Senior technical reviewer: Phase I/II ESAs, state and federal regulatory projects.
- Southeast region regulatory compliance: North Carolina, South Carolina, Virginia, Florida, Georgia
- Registered Site Manager for Registered Environmental Consultant Program (NCDENR).
- Site assessments and remediation solutions at geologically and hydrogeologically complex sites.
- Aquifer test design and interpretation.
- Natural attenuation and risk assessment program, including NAS and ASTM
  E-1739.
- Risk-based site closures.
- Groundwater fate and transport modeling.
- Bioremediation of aromatic and halogenated hydrocarbons.
- In-situ chemical oxidation solutions (ISCO).
- Due Diligence Phase I Environmental Site Assessments (ESAs).
- Phase II ESAs and Site Assessment Projects.
- Leaking Underground Storage Tank (LUST) projects.
- Underground Storage Tank (UST) compliance training (per USEPA Energy Policy Act of 2005).
- Technical presentations and course instruction.

1.800.313.2966
www.pmenv.com
patton@pmenv.com

Education

- Michigan State University
  B.S. Environmental Studies
  Specialization in Environmental Economics

Certifications

- Certified Hazardous Waste Materials Manager (No. 15457)
- OSHA 29 CFR 1910.120 Hazardous Waste Training to Level B
- Certified Storm Water Operator for A-1j Construction Sites (C-08487)
- Class-A Commercial Drivers License
- Environmental Professional (EP) as defined in § 312.10 of 40 CFR 312
- Qualified UST Consultant (QC) in Michigan

Advanced Training

- ASTM Risk-Based Correction Action Applied at Petroleum Release Sites
- NGWA Principals of Groundwater Flow, Transport, and Remediation.
- USEPA Spill Prevention, Control, and Countermeasure Training
- MDEQ Sara Title III Emergency Planning and Release Reporting
- MDEQ-RRD Cleanup Criteria Training
- MDEQ Petroleum Vapor Intrusion Training
- Zweig White Principals Academy

J. ADAM PATTON, CHMM

MANAGER - SITE INVESTIGATION SERVICES

Mr. Patton is Manager of Site Investigation Services at PM Environmental, Inc. and has served clients in over eight states since 2001. He specializes in Phase II Environmental Site Assessments (ESAs), Remediation, Brownfield Redevelopment, and Environmental Compliance. Mr. Patton has managed hundreds of Phase II ESAs and multiple USEPA Site Assessment Grants for municipal clients. His recent focus includes serving commercial/ industrial clients, developers, governmental agencies, and corporations.

Areas of expertise

- Management of Site Investigation Services Department, including field services, Phase II Environmental Site Assessments (ESAs), remediation services, brownfield incentives, and regulatory compliance services.
- Manage large industrial and manufacturing plant decommissioning and site/ Brownfield redevelopment including building hazardous material surveys, asbestos abatement and demolition, wastewater treatment operation/ decommissioning, hazardous waste soil and groundwater remediation and management, and storm and erosion control management plans.
- Project Manager for Phase II and Phase III ESA projects.
- Implementation of various site assessment standards and professional protocol and commercial lending requirements (ASTM E1527, ASTM E1528, ASTM E1903, ASTM E2600).
- Experience in compliance with various state storage tank, remediation, and waste management regulatory programs/requirements, including Michigan, Illinois, Indiana, Ohio, Tennessee New Jersey, and Florida, and Federal Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and Toxic Substance Control Act (TSCA) regulations.
- Extensive experience with providing field and management oversight of construction services during underground storage tank (UST) and soil removal, demolition, and remedial system installation activities.
- Project Manager for Storm Water Pollution Prevention Plans (SWPPPs), Spill Prevention Control and Countermeasure Plans (SPCCs), and Pollution Incident Prevention Plans (PIPPs).
- Project Manager for Baseline Environmental Assessment (BEA) projects and Documentation of Due Care Compliance (DDCC) plans in accordance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213, and Continuing Obligations Plans in accordance with ASTM E2790 and CERCLA.
- Project Manager for Vapor Encroachment, Intrusion, and Indoor Air Assessments in accordance various State (Michigan, Illinois, Indiana, Ohio, Tennessee, New Jersey, etc.), Federal (USEPA OSWER, OSHA), and industry/technical (ITRC, ASTM E2600) guidance and protocols.
- Project Manager for Leaking Underground Storage Tank (LUST) and Commercial/Industrial projects, including removal and in-place closures, contaminant delineation and remediation using Risk Based Corrective Action (RBCA) procedures.
- Project Manager for Brownfield Redevelopment projects in accordance with the Brownfield Redevelopment Financing Act, P.A. 381 of 1996.

RENEE MCFARLAN

REGIONAL MANAGER/SENIOR CONSULTANT

1-513-516-1038
www.pmenv.com
mcfarlan@pmenv.com

Education

- San Jose State University M.S. Structural Geology
- Muskingum University B.S. Geology

Certifications

- OSHA 29 CFR 1910.120 40-hour HAZWOPER Health and Safety Training
- OSHA 29 CFR 1910.120 8-hour Annual Refresher Safety Training
- Loss Prevention Systems (LPS) Training
- OSHA 29 CFR 1910.120 8-hour Annual Supervisor Training
- National Safety Council Defensive Driving Training
- Smith's Drivers Training
- American Red Cross First Aid and CPR Training

Ms. McFarlan is a Regional Manager & Senior Consultant at PM Environmental, Inc. and has served clients in over 44 states since 2005. She specializes in real estate due diligence investigations as well as the management of environmental risk associated with the acquisition, disposition, and financing of real property. Ms. McFarlan has managed projects ranging from due diligence for multi-state commercial real estate portfolios to the remediation and redevelopment of major industrial facilities. Her recent focus includes serving national law firms, commercial and agricultural real estate companies, and financial clients with investment interests across the country.

Areas of expertise

- Data collection, site investigation, and preparation of Phase I Environmental Site Assessment (ESA) projects.
- Data collection, site investigation, and preparation of Transaction Screen projects.
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527, ASTM E-1528 and ASTM E-2247).
- Project Investigator and preparer for Phase II ESAs.
- Completion of Brownfield Assessments and associated regulatory paperwork.
- Coordination and management for Phase I ESA Department.
- Project Manager for Vapor Encroachment Intrusion, and Indoor Air Assessments in accordance with Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213, and ASTME-2600.
- Project Manager for drilling of soil borings, installation of monitoring wells, collection of soil samples, development of monitoring wells, and aquifer testing.
- Provide Peer Technical Oversight to staff members on Due Diligence projects.
- Experience with Local, State, and Federal Regulatory Acts.
- Site-Specific Health and Safety Plan Evaluation and Development.

1-877-313-2991
www.pmenv.com
shadley@pmenv.com

Education

- Central Michigan University B.S. Geography and Environmental Science

Certifications

- Certified Asbestos Building Inspector State of Michigan Accreditation #A29309
- Certified Asbestos Management Planner State of Michigan Accreditation #A29309
- Certified Asbestos Project Designer State of Michigan Accreditation #A29309
- Certified Asbestos Hazard Evaluation Specialist State of Ohio #ES349636
- Certified Storm Water Management Operator State of Michigan CC-10849
- Section 106 of the Historic Preservation Act
- Radon Measurement Specialist, The National Radon Safety Board #13SS049
- Licensed Secondary Radon Tester Indiana State Department of Health RTS00679
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

Professional Activities

- ICSC Next Generation Committee

SHAWN SHADLEY

REGIONAL DIRECTOR AND SENIOR CONSULTANT

Mr. Shadley is a Regional Manager and Senior Consultant at PM Environmental, Inc. and has served clients in the Midwest and Southeast United States since 2001. He specializes in U.S. Department of Housing and Urban Development (HUD) Chapter 9 projects and Michigan State Housing Development Authority (MSHDA) Environmental review requirements. His recent focus includes providing developers, attorneys, and lenders with environmental due diligence services such as Phase I & II ESAs, BEAs Due Care Plans, NEPA compliance assessments, asbestos-containing material and lead based paint surveys.

Areas of expertise

- Data collection, site investigation, and preparation of Phase I Environmental Site Assessment (ESA) projects.
- Data collection, site investigation, and preparation of Transaction Screen projects.
- Experience in implementation and completion of various site assessment standards and professional protocol and commercial lending requirements (ASTM E-1527, ASTM E-1528).
- Project Investigator and preparer for Phase II ESAs.
- Project Investigator and preparer for Baseline Environmental Assessments and Due Care Plans in accordance with the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, Parts 201 and 213.
- Bulk asbestos containing materials samples.
- Asbestos Operations and Maintenance Plans.
- Demolition inspections for commercial and residential properties.
- Completion of NEPA Assessments in accordance with Federal Regulations 24 CFR Part 50 and 24 CFR Part 58.

JON M. BALSAMO

MANAGER – INDUSTRIAL HYGIENE SERVICES

1.800.313.2966
www.pmenv.com
balsamo@pmenv.com

Mr. Balsamo is the Manager of Industrial Hygiene Services at PM Environmental, Inc. (PM) and has served clients in over five states since 1996. He specializes in Asbestos and Lead Project Management associated with construction and demolition projects and oversees PM's team of asbestos, lead, and hazardous materials professionals. Mr. Balsamo has managed thousands of asbestos and lead related activities for multiple school districts, municipalities, and building owners.

Areas of expertise

- Prepared Asbestos Abatement Specifications and Bid Documents.
- Asbestos Abatement Oversight and Project Management.
- Asbestos Air Monitoring and OSHA Compliant Monitoring.
- Performed pre-renovation/demolition asbestos and lead paint surveys and prepared survey reports with findings and recommendations.
- Performed assessments of water damaged building materials and prepared remediation recommendations.
- Performed general indoor air quality assessments and investigations.
- Experienced in the collection and analysis of phase contract microscopy (PCM) air samples in accordance with NIOSH Method 7400 and collection of transmission electron microscopy (TEM) samples in accordance with NIOSH Method 7402.
- Management and preparation of asbestos, lead or hazardous materials surveys, Operation and Maintenance (O&M) programs and Abatement Project Management.

Education

- Oakland University B.S. Environmental Health
- Specialization in Occupational Health and Safety

Certifications

- Accredited Asbestos Contractor Supervisor State of Michigan
- Accredited Asbestos Inspector State of Michigan and New York
- Accredited Asbestos Project Designer State of Michigan and New York
- Certified Ohio Asbestos Hazard Evaluation Specialist
- Accredited Asbestos Management planning, State of Michigan

Advanced Training

- NIOSH 582 Equivalency Course
- Asbestos Project Designer Course
- Asbestos Contractor/Supervisor Course
- Niton XRF Analyzer Operational Training Course
- Asbestos Building Inspector Course
- Asbestos Management Planner Course

Professional Associations

- American Industrial Hygiene Association (AIHA)
- Michigan Industrial Hygiene Society (MIHS)
- American Society of Healthcare Engineering (ASHE)
- Southeast Michigan Society of Healthcare Engineering (SMSHE)
- Michigan School Business Officials (MSBO)
- Michigan Society of Healthcare Engineering (MiSHE)

DAMIANO ALBANESE

REGIONAL MANAGER/SENIOR CONSULTANT

1-973-479-6475
www.pmenv.com
albanese@pmenv.com

Education

- Montclair State University M.A. Environmental Management
- Montclair State University B.A. Geographical and Environmental Studies

Certifications

- OSHA 29 CFR 1910.120 40-hour HAZWOPER Safety Training
- OSHA 29 CFR 1910.120 8-hour HAZWOPER Supervisor
- OSHA 29 CFR 1910.120 8-hour HAZWOPER Technician

Mr. Albanese is a Regional Manager/Senior Consultant at PM Environmental Inc. with over 22 years of environmental experience. His previous employment as an Environmental Enforcement Officer, an Environmental Consultant , and as an Environmental Health and Safety Manager at JPMorgan Chase Bank has provided diverse experience in conducting environmental compliance audits., environmental risk evaluations of properties including potential liabilities associated with hazardous materials/waste use, storage, handling and disposal as well as Environmental Due Diligence, Portfolio Management, Mergers and Acquisitions, and Transactions Real Estate and Development.

Areas of expertise

- Due Diligence Phase I Environmental Site Assessment (ESAs) Projects.
- Phase II ESAs and Site Investigation projects.
- Environmental Compliance Audits.
- SPCC Plans and Best Management Practices Evaluations.
- Project Manager for leaking underground storage tank (LUST) projects, including removal and in-place closures, contamination delineation and remedial plans.
- Facility Management involving comprehensive asbestos and hazardous materials management programs for renovation and demolition projects.
- Conducting Environmental Risk Evaluations for real estate transactions including negotiation of leases and/or purchase and sales contacts relating to environmental issues.
- Project Manager for drilling of soil borings, installation of monitoring wells, collection of soil and groundwater samples, development of monitoring wells, implementation of remedial actions.
- Bid Specifications and Contractor Selection.
- Natural Disaster Recovery.

CANDACE E. CHIN FATT

PROJECT MANAGER

1-888-763-6835
www.pmenv.com
chinfatt@pmenv.com

Education

- Florida International University
  B.S. Geology

Certifications

- OSHA 29 CFR 1910, 120 40 –hour HAZWOPER Training
- Meets the definition of Environmental Professional in § 312.10 of 40 CFR 312
- AHERA Certified Building Inspector

Ms. Chin Fatt is a Project Manager at PM Environmental, Inc. and has served clients in over nine states since 2004. She specializes in Phase I and Phase II Environmental Site Assessments (ESAs), underground storage tanks, Asbestos Containing Building Materials Surveys, and Post Remedial Monitoring. Ms. Chin Fatt has managed hundreds of Phase I and Phase II ESA Projects. Her recent focus includes serving commercial/industrial clients, private equity, petroleum jobbers, and banking/lending institutions.

Areas of expertise

- Data collection, site investigation, and preparation of Phase I Environmental Site Assessments (ESAs).
- Data collection, site investigation, and preparation of Transaction Screen Site Assessments.
- Experience in implementation of various site assessment standards and professional protocol and commercial lending requirements (ASTM E1527 and ASTM E1528).
- Project Investigator and Preparer for Phase II ESAs.
- Experience in implementation and completion of Site Assessments and Tank Closure Assessments.

PM ENVIRONMENTAL | Environmental & Engineering Services

1-877-313-2991
www.pmenv.com
tvedten@pmenv.com

Education

- Lawrence Technical University
  Bachelors of Science in Architecture
- University of Michigan
  Masters in Architecture

Certifications

- LEED Accredited Professional
- LEED for Homes Green Rater
- Home Energy Rating System (HERS) Rater
- Licensed asbestos inspector in State of Michigan
- Licensed radon measurement specialist
- HUD MAP PCNA Training
- ASTM PCA Training

Professional Activities

- Secretary, U.S. Green Building Council West Michigan Chapter Board of Directors (2011-2014)
- Advocacy, U.S. Green Building Council West Michigan Chapter Board of Directors (2010-2011)
- U.S. Green Building Council Member

VICTOR TVEDTEN, ASSOCIATE AIA, LEED-AP

MANAGER—ARCHITECTURAL CONSULTING SERVICES

Mr. Tvedten is Manager of the Architectural Consulting Service Department at PM Environmental, Inc. and has extensive experience with a wide array of third-party architectural evaluation services. He is responsible for project management and budgeting, staffing organization and senior review, value management, and maintaining client relations. He has nearly two decades of experience and has participated on projects around the U.S. His clients include national and regional lending institutions, equity investors, property managers, and building owners.

Areas of expertise

- Principal Architect for third-party building evaluations
- Architectural design & construction, sustainable architecture, green building
- Extensive experience on green building design and construction
- Extensive experience with real estate due diligence programs
- Property Condition Assessments (PCA) of commercial, medical, industrial, and other facilities
- Project Capital Needs Assessment (PCNA) for HUD Multifamily Accelerated Processing (MAP)
- HUD Rental Assistance Demonstration (RAD) program
- HUD Green Retrofit Program (GRP)
- Capital Markets Partnership (CMP) Green Building Valuation
- Low-Income Housing Tax Credit (LIHTC)
- Capital Needs Assessment (CNA) for Fannie Mae / Freddie Mac
- Physical Needs Assessment (PNA) for USDA Rural Development
- Phase I Environmental Site Assessments (ESA)
- Accessibility surveys for Fair Housing Act (FHA), Section 504 Uniform Federal Accessibility Standards (UFAS), and Americans with Disabilities Act (ADA) compliance
- Leadership In Energy & Environmental Design (LEED) rating systems including Green Building Design + Construction (BD+C), Interior Design + Construction (ID+C), and Existing Buildings Operations & Maintenance (EBOM)
- Certified LEED for Homes Green Rater
- Certified Home Energy Rating System (HERS) Rater
- Building shell / thermal envelope testing, e.g. blower door air infiltration testing
- Energy conservation measures (ECMs) for existing buildings
- ASHRAE Level I and II Energy Audits
- Energy Star Portfolio Manager
- Energy Policy Act of 2005 (EPAct 2005)
- Indoor Air Quality (IAQ) Management
- Construction Management and Loan Monitoring
- Architectural Document & Cost Reviews, Project Status Reports
- Asbestos containing building materials (ACBM)
- Radon detection and mitigation techniques

1-205-986-0270
www.pmenv.com
stone@pmenv.com

Education

- University of Alabama at Birmingham - Bachelor of Science in Environmental Science *Magna Cum Laude
- Samford University– Masters of Science in Environmental Management- * Summa Cum Laude

Certifications

- OSHA 1910.120 40-hour Hazardous Waste Operations Training
- Qualified Credentialed Inspection (QCI) for Stormwater Management
- Certified Asbestos Inspector (Alabama and Tennessee)
- Certified Asbestos Abatement Project Designer (Alabama)
- American Red Cross First Aid/CPR/AED Certification

AMANDA STONE

REGIONAL DUE DILIGENCE MANAGER/SENIOR CONSULTANT

Ms. Stone is a Regional Manager of Due Diligence/Senior Consultant at PM Environmental, Inc. and has served clients in over 13 states. She specializes in a wide variety of Environmental Due Diligence including Phase I Environmental Site Assessments, asbestos inspections, and indoor air quality assessments. Ms. Stone has managed projects of varying sizes ranging from single residential-type properties to large multi-story commercial/institutional facilities.

Areas of expertise

- Due Diligence Phase I Environmental Site Assessment (ESAs) and Transaction Screen projects. Project duties included data collection, site investigations, and preparation of reports
- Peer review of various types of environmental reports
- Qualified Credentialed Inspector (QCI) for National Pollutant Discharge Elimination System (NPDES) Construction Stormwater Permits
- Indoor Air Quality Assessments including discussions of issues with clients, developing and implementing sampling plans, and summarizing technical information for client understanding
- Asbestos inspections including creating sampling protocols, performing inspections, and developing thorough reports for a variety of projects including renovation and demolition.
- Certified Asbestos Project Designer responsible for producing technical specifications for asbestos abatement

1-888-763-6835
www.pmenv.com
speckner@pmenv.com

Education

- University of Central Florida
  B.S. Environmental Engineering

Certifications

- LEED Accredited Professional
- OSHA 29 CFR 1910.120 40-hour HAZWOPER Training
- Class-A Commercial Driver's License
- Meets the definition of Environmental Professional as defined in § 312.10 of 40 CFR 312

MARYSE SPECKNER

SENIOR PROJECT MANAGER

Ms. Speckner is a Project Consultant at PM Environmental, Inc. and has served clients in the Southeast since 1991. She specializes in due diligence, site investigations, and environmental compliance. Ms. Speckner has managed programs that range from petroleum facilities and multi-tenant locations to major municipal revitalization projects. Her recent focus includes pre-approved funding sites in the Florida marketplace.

Areas of expertise

- Project Consultant for Phase I Environmental Site Assessments (ESAs) using ASTM Standards 1527.
- Data collection, site investigation, and preparation of Phase I and Phase II ESA Projects.
- Project Consultant for Phase II and Phase III ESA Projects.
- Project Consultant for Environmental Regulatory Compliance Audits.
- Project Consultant for leading underground storage tank (LUST) projects, including removal and in-place closures, contaminant delineation, and remediation using Risk-Based Corrective Action (RBCA) procedures.
- Preparation and review of land use based remedial action plans including design of soil and groundwater remediation systems.
- Review of National Pollution Discharge Elimination System (NPDES) groundwater and surface water discharge permit applications, and Storm Water Pollution Prevention Plans (SWPPP).
- Experienced with Resource Conservation and Recovery Act (RCRA) Regulations and Corrective Action Activities.
- Development of site-specific health and safety plans and management of employee training and medical monitoring programs.

Project Profiles

PM ENVIRONMENTAL Environmental & Engineering Services

Phase I Environmental Site Assessment for a Former Marina Property in Key West, Florida

Relevant Aspects

Attention to detail: three separate consultants had performed Phase I assessments on the site and none identified an error that PM discovered, saving its client time and money.

Expeditious and Cost Effective: on schedule and within budget

PM Environmental, Inc. (PM) was retained to conduct a Phase I Environmental Site Assessment on a former marina property in Key West, FL. The property was owned by a bank following a foreclosure and PM conducted the Phase I for the prospective buyer.

The subject property was listed in the regulatory files as a leaking underground storage tank site. There were two discharges reported in 1992 and 2007. PMs team reviewed the regulatory files and found that the Florida Department of Environmental Protection (FDEP) had no record of the initial release.

After close examination of the information about the 2007 release, PMs team observed inconsistencies in the site assessment report. The report had been done for several properties as part of a redevelopment, and the site plan in the report seemed inconsistent with the layout of our property.

More examination revealed that the former marina had two different locations, with two facility ID numbers. The site plan matched the other location, not PMs subject property.

PM called the regulator to discuss and, after examining the file, he confirmed that the discharge should have been under the other facility ID only. As it turns out, the discharge had been erroneously filed under both facility IDs.

The other location had actually gone through remediation and cleanup was complete there. However, three separate consultants had performed Phase I assessments on the site and none picked up on this error. **Only PM examined the files critically enough to discover this oversight.** The FDEP acknowledged the issue and agreed to rescind both discharges from the record.

Phase I, Phase II, and UST Removal and Remediation for a Gasoline Dispensing Station located in Miami, Florida

PM Environmental, Inc. (PM) was retained to conduct environmental due diligence services associated with a gasoline dispensing station acquisition to be redeveloped as a financial center.

A Phase I and Phase II Environmental Site Assessment was completed on the property to identify Recognized Environmental Conditions (RECs), and to provide information regarding the environmental compliance status of existing underground storage tanks (USTs).

Based upon the results of the Phase I and Phase II ESAs, along with the previous outstanding issues, PM was asked to prepare a plan of action to address all the issues identified on the property. PM also negotiated with the regulatory agencies in order to allow PM's plan for remediation. These negotiations helped to secure building permits so that redevelopment of the property could commence to meet the client's schedule.

PM also prepared a scope of work and schedule to complete the removal of existing USTs, lines and dispensers in order to commence with site remediation of impacted soil and groundwater. PM implemented the remediation activities with UST removal activities. PM is managed these activities at the request of the client to ensure that all remediation activities were in accordance with the client's guidelines as well as all applicable federal, state, and local regulations.

All remediation activities have been completed. The tanks have been removed and transported off site, and source removal activities were completed to address the impacted soil and groundwater.

Relevant Aspects

Fast Track Status: mobilized quickly and effectively

Expeditious and Cost Effective: on schedule and within budget

Completed Phase I and II on the property and tank removal activities, and soil and groundwater remediation procedures

All reports were completed in accordance with All Appropriate Inquiry (AAI) requirements and ASTM Standard 1527

Phase I, Phase II, and UST Removal Oversight for a Gasoline Dispensing Station located in Fort Lauderdale, Florida

PM Environmental, Inc. (PM) was retained to conduct environmental due diligence services associated with a gasoline dispensing station acquisition to be redeveloped as a financial center.

Phase I and Phase II Environmental Site Assessments (ESAs) were completed on the property to identify Recognized Environmental Conditions (RECs), and to provide information regarding the environmental compliance status of existing underground storage tanks (USTs).

PM also addressed a discharge incident on the property due to a damaged fuel line. PM worked on a 24 hour schedule to access and repair the fuel lines identified as compromised. The diligent work allowed the station to maintain fuel dispensing with minimal interruption. Through this emergency response work, PM also identified other previous discharges that were undiscovered and would have interrupted construction of the property.

Prior to development, PM conducted compliance oversight on behalf of the owner to ensure that all remediation activities were in accordance with the client's guidelines as well as all applicable federal, state, and local regulations.

Relevant Aspects

Fast Track Status: mobilized quickly and effectively

Expeditious and Cost Effective: on schedule and within budget

Completed Phase I and Phase II ESAs

All reports were completed in accordance with All Appropriate Inquiry (AAI) requirements and ASTM Standard 1527

Oversight provided the client an extra level of comfort in development of the property

De-Watering Oversight for New Construction in Miami Beach, Florida

PM Environmental, Inc. (PM) was retained to coordinate and provide expedited assistance in developing environmental contingency plans for de-watering permits for the developers of a 21-story residential tower consisting of 136 units located at 6551 Collins Avenue (65th Street), Miami Beach, Florida.

PM provided an expedited initial baseline sampling, developed contingency plans and coordinated an expeditious review and approval for required permits. PM conducted de-watering compliance monitoring including random effluent sampling events during the de-watering process. PM has also been asked to provide monthly inspections to assess water intrusion events that may impact the gypsum wall board systems.

Previous work completed for this project included the development of Reasonable Assurance Reports (RAR), required for deep storm water injection wells located on the property. RARs are critical in obtaining necessary regulatory permits, the reports factor in geology and water quality in order to properly design the depth of the well casing and total depth of the well.

Relevant Aspects

Fast Track Status: rapid mobilization and response

Expeditious and Cost Effective: on schedule and within budget

Completed initial background sampling, developed engineering plans, negotiated with regulatory agencies to expedited review and approval of all de-watering permits.

Multi-Phase Due Diligence Projects for the Former TRW Facility located in Sterling Heights, Michigan

Relevant Aspects

Full service environmental due diigence: PM completed all aspects of the project, from Phase I ESAs to oversight of remediation

Remediation budgets well below costs provided by an outside consultant

Brownfield Reimbursement

Brownfield Incentives

Redevelopment created over 300 jobs for the area

PM was retained to complete environmental due diligence for the purposes of purchasing a 80-acre property from Tier 1 Auto Supplier TRW in Sterling Heights, Michigan.

The property was divided into two portions. The eastern portion contained the building structures, which had been vacated by TRW after over 50 years of manufacturing operations. The western portion contained a former waste oil lagoon system, which had been closed in the 1970s and subsequently capped with an automotive test track.

PM's initial site assessment activities consisted of the completion of Phase I ESAs for the eastern and western portions of the property. Additionally, PM completed a pre-demolition inspection for asbestos-containing materials, lead-based paint, and hazardous materials, including mercury switches, transformers, residual chemicals, and regulated wastes, prior to demolition of the building. Based on the long term industrial usages of the property, PM completed a Phase II ESA on the eastern and western portions of the property. Analytical results documented that the properties were contaminated above current applicable cleanup criteria.

Based on the analytical results, PM completed Baseline Environmental Assessments for the properties. PM also completed a Brownfield Plan for the redevelopment of the property to capture the tax incentives for the proposed redevelopment. Demolition activities were monitored for asbestos, lead-based paint, hazardous materials/universal wastes and potential hazardous soil areas.

Subsequent to the completion of these site assessment activities, the client determined that the western portion of the property, which was formerly slated to remain undeveloped and capped, would be critical to their redevelopment plan. PM completed over 70 soil borings in the areas of the former waste oil lagoons to determine the extent and concentrations of contaminants. Site assessment activities identified characteristically hazardous soil impact directly beneath the proposed location of a state of the art $60,000,000 R & D facility.

PM worked with the client and seller to design a feasible clean-up plan and oversee the clean-up.

Before

After

Due Diligence Services for Gasoline Dispensing Station Portfolio Repositioning and Expansion Program

PM Environmental, Inc.'s (PM) client is a 550-unit retail gasoline station and convenience store operator with locations in Tennessee, Kentucky, Virginia, Georgia, Alabama, Mississippi, Louisiana, and Arkansas. The majority of their locations are in Tennessee and Alabama where PM is a Corrective Action Contractor (CAC).

As our client began a new image upgrade and expansion program, they have been marketing older locations and began purchasing locations for new ground up stores. As part of the expansion process, they have looked at several portfolios, and PM helped develop a Tiered Risk Matrix that weighted various risks and assigned a value of risk that could be used to evaluate the package as a whole. These risk values were assigned during file reviews of each location and uploaded into a single spreadsheet. The senior management staff of PM completed file reviews and uploaded data for interpretation within a ten day period to meet the time constraints of the purchase sell agreements due diligence period.

PM has provided Phase I Environmental Site Assessments (ESA), Phase II ESA, Ground Penetrating Radar and Tank Closure Services to meet the needs of the particular project.

Relevant Aspects

Fast Track Status: quick and effective research and reporting

Expeditious and Cost Effective: on schedule and within budget

Phase I and II Environmental Site Assessments with Ground Penetrating Radar

Ease liability concerns for future property owners

Negotiations with Buyers, Sellers, and Attorneys to educate about state specific programs

Developed a Tiered Risk Matrix for multiple state/site risk evaluations

Phase I and Phase II ESAs for a Former Tire and Auto Service Center Location in Memphis, Tennessee

PM ENVIRONMENTAL

Relevant Aspects

Fast Track Status: rapid mobilization and response

Expeditious and Cost Effective: on schedule and within budget

Phase I and Phase II Environmental Site Assessments

PM was retained by a prospective purchaser to conduct environmental due diligence activities for a Small Business Administration (SBA) loan on a property located in Memphis, Tennessee. The Phase I ESA identified the former use of the site as a car wash and gas station in the 1970s, and as tire and auto service center from 1983 until 1999. The on-site building had been vacant since 1999. Specific Recognized Environmental Conditions (RECs) identified included undocumented closures of gasoline underground storage tanks (USTs), in-ground hydraulic lifts, used oil UST, floor drains, and the presence of an oil/water separator.

A Phase II ESA scope of work was prepared to investigate the RECs. A total of ten borings were advanced around the RECs, and soil and groundwater samples were collected for chemical analysis of compounds common to this type of operation. The results of the analysis found soil and groundwater impact from volatile organic compounds (VOCs) beneath the building in the vicinity of two in-ground lifts that exceeded the industrial soil and drinking water action levels.

The documentation was presented informally to the Tennessee Department of Environment and Conservation (TDEC) Voluntary Cleanup Oversight and Assistance Program (VOAP) for discussion on cleanup options. The VOAP advised that if an indoor vapor intrusion study was conducted and no air quality standards were exceeded, then the site would not require further remediation as long as the site was entered into the TDEC VOAP and the building and site cover remained over the impacted area. PM also advised the client on liability limitations and other incentives available upon entering into the TDEC VOAP.

The prospective purchaser is negotiating with the current owner to purchase the property for reuse in a manner similiar to the historic operations. PM was able to equip our client with useful knowledge and bring cleanup options that can be utilized during purchase and loan negotiations. PM will continue to assist the client with additional tasks as the property purchase continues to bring an abandoned property back to full utilization.

Property Condition Assessment for an Apartment Complex Located in Illinois

Relevant Aspects

Expeditious and Cost Effective: on schedule and within budget

Completed Property Condition Assessment to identify immediate, short term, and long term capital needs

Identified critical issues and proposed remedies to cure

PM Environmental, Inc. was retained to provide building facilities consulting services related to refinancing the subject property through a life-insurance lender.

PM completed the Property Condition Assessment (PCA) at a subject property located in southern Illinois. The apartment complex comprised 12 buildings that housed 152 dwelling units on a 10.45-acre site built in the early 1970s. The lender commissioned the PCA to determine the condition of the site and buildings, and to develop reserve replacement costs for building systems through the term of the loan.

Investigation of the complex identified repairs that needed to be undertaken to address life safety issues, short term needs and long term capital reserve needs.

In conjunction with the PCA PM also performed a Phase I Environmental Site Assessment for the property. No recognized environmental conditions were identified during the assessment.

The property was determined to be in good condition without undue deferred maintenance. Systems identified for replacement during the reserve term included furnaces, air-conditioning units, roofing, windows, concrete sidewalks, and parking lot pavement.

Project Capital Needs Assessment of an Apartment Complex Located in Michigan

Relevant Aspects

Fast Track Status: rapid mobilization and response

Expeditious and Cost Effective: on schedule and within budget

Work performed in accordance with ASTM Standards E1527 and 2018, National Environmental Policy Act, and Housing and Urban Development requirements

Addressed unexpected site conditions quickly to reduce disruptions to the project timeline

PM Environmental, Inc. (PM) was retained to provide building facilities consulting services related to Housing and Urban Development (HUD) refinancing of the subject property by the client. PM initially completed a Project Capital Needs Assessment (PCNA) that identified the condition of the buildings, site improvements, and all of the major mechanical systems at the subject property. During the course of the property inspection, PM identified previously undiscovered mold growth. PM worked with the client and the project team to identify and correct the source of the issue as quickly as possible, since HUD required that the mold remediation be completed prior to the continuation of the project.

After the investigation of the property condition, PM consulted with specialty contractors regarding the areas of the project that required detailed cost estimation. Investigation of the property identified repairs required to be undertaken for accessibility, short term needs and long term capital reserve needs.

In conjunction with the PCNA, PM also performed a HUD-compliant Phase I Environmental Site Assessment (ESA) at the subject property. The ESA included a National Environmental Policy Act (NEPA) review of environmental concerns for the subject property as prescribed by HUD.

PM worked closely with local HUD officials and the building owner to identify all necessary capital repairs that would be required during the 37 year loan term and support the successful management of the property.

Green Property Condition Assessment for a Property Located in California

PM Environmental, Inc. was retained to provide building facilities consulting services related to HUD refinancing of the subject property by the client.

PM initially completed a Green Property Condition Assessment (GPCA) that identified the condition of the buildings, site work and all of the major mechanical systems at the subject property, as well as performed a full energy audit on the facility. Condition issues and deferred maintenance items were addressed in the report as well as the identification and analysis of energy conservation measures.

Investigation of the complex identified repairs that needed to be undertaken for accessibility, short term needs and long term capital reserve needs. Inefficient lighting and heating and cooling systems were identified for replacement.

In conjunction with the GPCA, PM also performed a full energy audit for the subject property and identified potential savings via water conserving fixtures and lighting upgrades. By switching to low flow bathroom faucet aerators and low-flow shower heads, the facility was expected to save over $4,500 per year in water and sewer operational costs. Replacement of inefficient through-wall air conditioning units and incandescent exit signage was proposed.

PM also worked closely with local pest management company to develop and implement an Integrated Pest Management plan that does not use harmful chemicals to control pests.

Relevant Aspects

Completed Green Property Condition Assessment to identify immediate, short term, and long term capital needs, as well as energy saving options to offset capital requirements

Expeditious and Cost Effective: on schedule and within budget

Provided multi-disciplinary services to address the unique needs of the property transaction

Phase I and Phase II Environmental Site Assessment and Remediation at the Warrior Asphalt Refining Located in Tuscaloosa, Alabama

Relevant Aspects

Fast Track Status: quick and effective research and reporting

Merger and Acquisition

Large Bank Financing

Expeditious and Cost Effective: on schedule and withing budget

PM Environmental, Inc. (PM) was retained to complete a Phase I and Phase II Environmental Site Assessment (ESA) and cost to remediation documentation for the Warrior Asphalt Refining Property in Tuscaloosa, Alabama. The site has been a bulk petroleum storage facility and heavy distillate refinery for over 60 years.

The Phase I ESA identified Recognized Environmental Conditions (RECs) at the facility, which allowed the scope for a Phase II ESA to be completed. The primary RECs were associated with the petroleum storage and refining operations.

The Phase II ESA was conducted in two phases and consisted of a network of soil borings and a combination of temporary and permanent monitoring wells. A combination of chemical analysis was completed in soil and groundwater samples to delineate impacted areas. Soil impact was detected, and delineated during the investigations. Free phase hydrocarbons (fph) was detected in two areas, and was also delineated. Minimal dissolved groundwater impact was detected outside of the fph plumes.

PM completed cost estimates for remediation based on Alabama Department of Environmental Management (ADEM) regulations and the Voluntary Cleanup Program (VCP). These findings were presented by PM to representatives of the buying and selling entities and their legal counsel. Both sides accepted the findings and used the results in final negotiations for the purchase.

Emergency Response Actions, Remedial Investigation, Remedial Design, and Corrective Action at a LUST Site in Decatur, Alabama

Relevant Aspects

Fast Track Status: mobilized quickly and effectively

Expeditious and Cost Effective: on schedule and within budget

Emergency Response Actions

Free Product Recovery

Contaminant Migration Offsite

Pilot Testing for a Full-Scale Dual Phase Extraction Remediation System

CAP, Remediation System Installation, Operations and Maintenance (O&M) Costs Reviewed and Approved by Alabama Department of Environmental Management

PM Environmental, Inc. (PM) was retained to provide initial abatement and emergency response actions at the Food Mart convenience store that utilizes USTs for storage of motor fuels for retail sale. The site is located directly across from Decatur General Hospital. Maintenance employees at the hospital noted a sheen and petroleum odors emanating from a sump located in the basement of the hospital. The hospital notified the Alabama Department of Environmental Management (ADEM), who directed the client to immediately begin abatement and site stabilization activities due to potential dangers associated with the suspected release.

PM met with representatives of ADEM and Decatur General Hospital and formulated an appropriate course of action. Initial efforts focused on determining if explosive or other hazardous environments existed at the hospital. The sump, manholes, sewer inlets and other structures were monitored. PM began an aggressive site assessment including installation of soil borings and groundwater monitoring wells. Data suggested that a substantial release had occurred at the site and had migrated toward the hospital.

PM conducted all phases of site characterization and performed several mobile enhanced multi-phase extraction events to remove free phase hydrocarbons from monitoring wells and exert hydraulic control to minimize further plume migration to the hospital and sump. Approximately 28 groundwater monitoring wells are associated with this site. Pilot testing of dual phase extraction remediation technology was performed, and the technology was deemed appropriate and cost effective at the site. The Corrective Action Plan (CAP) and project costs were reviewed and approved by ADEM.

PM supervised the installation of 16 recovery wells, a complicated trenching and piping system, and the placement of 40 horsepower dual phase extraction and treatment system with a liquid ring pump. The recovery wells were placed on both sides of the street and connected via a horizontal boring advanced underneath the road to alleviate the need to shut down the primary access road for emergency vehicles to the hospital.

PM conducted monthly operations and maintenance, quarterly groundwater monitoring of the impact, and other troubleshooting activities of the system on an as needed basis. After the initial troubleshooting in the first quarter of operations, the system has an up time average of over 93%, with an average pumping rate of 3.3 gallons per minute. The Remediation System has significantly reduced the amount of free product measured in the monitoring wells. No additional petroleum odors or sheen have been recorded in the hospital sump.

Remedial Investigation, Remedial Design, and Corrective Action of the Chlorinated Solvent Contamination at an Industrial Facility in South Haven, Michigan

Relevant Aspects

Fast Track Status: mobilized quickly and effectively

Expeditious and Cost Effective: on schedule and within budget

Chlorinated Solvent Contamination above GSI Criteria

Pilot Testing for a Full-Scale Dual Phase Extraction Remediation System

DPE Remediation System Design and Install

Remediation System O & M

NPDES Permit

Project work performed in accordance with Michigan P.A. 451, Part 201

PM was hired to conduct a Phase II subsurface investigation to delineate volatile organic compound (VOC) including chlorinated solvents in the soil and groundwater at the manufacturing site. Spent degreaser was reportedly discharged via piping into a storm water drainage ditch. Analytical results from this investigation indicated that the concentrations of contaminants in the soils and perched groundwater were above Part 201 Groundwater Surface Water Interface (GSI) Criteria.

PM conducted a pilot test to determine the final design of a full-scale remediation system. Results of the pilot test indicated that Dual Phase Extraction (DPE) was a feasible remediation alternative for this facility.

PM designed and installed a full-scale remediation system which includes a 40 horse power liquid ring vacuum pump, horizontal soil vapor extraction wells and a network of groundwater recovery wells to remove the contaminated soil vapors and groundwater from the source area. Soil vapors are transferred through two (2) granular activated carbon (GAC) canisters, before discharged to the atmosphere under Rule 290 Permit to Install Exemption: Sources with Limited Emissions. Groundwater is transferred to a low profile air stripper unit, through two (2) liquid phase GAC canisters, and through a bag filter system before discharge to the storm sewer under a National Pollutant Discharge Elimination System permit. The system has operated since 2003. PM completes regular monthly operation and maintenance (O&M), quarterly groundwater sampling events, and annual system performance soil sample events which indicate that the concentrations VOCs in the soil and groundwater have been significantly reduced. PM completes monthly compliance monitoring, sampling, and reporting in accordance with the NPDES permit.

EPA Brownfield Site Assessment Grant Preparation and Management for the Sweetwater Arts and Entertainment District Located in Florence, Alabama

Relevant Aspects

Fast Track Status: mobilized quickly and effectively

Expeditious and Cost Effective: on schedule and within budget

Phase I and Phase II Environmental Site Assessments

Negotiations with ADEM's Voluntary Cleanup Program

Risk Assessment and Monitoring Activities

PM Environmental, Inc. (PM) was retained by the City of Florence to provide consulting and grant preparation assistance for a Hazardous Substance and Petroleum Grant Request with the U.S. Environmental Protection Agency (EPA). PM conducted historical research on the area, provided guidance to City Officials on community activities to enhance the quality of the grant, and assisted with presentations for public officials and private stakeholders concerning the grant.

The Sweetwater Arts and Entertainment District (SAED) is developed in an area of former industrial sites, including a 130 year old foundry, a metal plating company, and a textile mill. PM assisted the client with Phase I and Phase II Environmental Site Assessments (ESAs), remediation plans, and community involvement. PM also acted as a consultant concerning the Alabama Department of Environmental Management (ADEM) Voluntary Cleanup Program (VCP).

The Phase I and Phase II ESAs were conducted on the foundry, former railroad depot, and along a creek where several industrial businesses used to operate.

Other services provided:

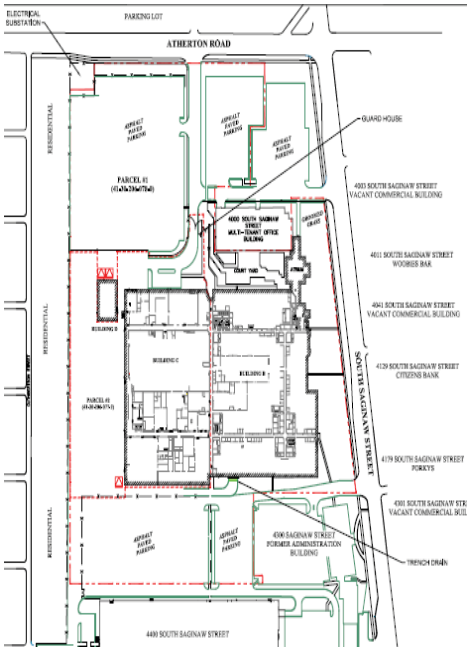
- Quality Assurance Management Plans
- Quality Assurance Project Plans
- Health and Safety Plan
- Site Information Management in ACRES Database
- Advisor and Consultant in Public Participation Meetings
- Technical Consultant to the client
- Site Specific Risk Assessments
- Integrated Redevelopment and Cleanup Plans

Brownfield Redevelopment of the Former Fisher Body Plant No. 1 Located in Flint, Michigan

PM Environmental, Inc. was contracted to complete comprehensive environmental services in support of the redevelopment of a contaminated former General Motors Plant in Flint, Michigan.

Based on the findings of Phase I ESA, the property consisted of approximately 34.04 acres, including three former manufacturing buildings. The subject property was utilized for the manufacture of automotive bodies from approximately 1922 until 1986, prior to conversion for use as a research, development, and technology center through 2009. Numerous RECs were identified including several former USTs and ASTs, former chemical storage and manufacturing areas, former assembly lines, power plant operations, and previously documented soil and groundwater contamination.

A Phase II ESA was completed under the City of Flint's EPA Site Assessment Grant that consisted of a geophysical survey over interior and exterior areas of the subject property, the advancement of 25 soil borings to collect soil and water samples at the RECs, and test pitting to investigate anomalies consistent with the presence of orphan USTs. Extensive petroleum and metals contamination was encountered in soil and groundwater and has been documented throughout the subject property, including beneath the subject property buildings.



Based upon the "facility" status of the subject property under Michigan P.A. 451 Part 201, a Baseline Environmental Assessment (BEA) was prepared for the client to obtain liability protection for existing contamination. A Section 7a Compliance Analysis (Due Care Plan) was also prepared in accordance with Section 20107(a) of Michigan Part 201 outlining appropriate management activities necessary to protect site occupants from the documented soil and groundwater contamination.

Due to the subject property's "facility" status, a Brownfield Plan was prepared on behalf of the client for the pursuit of MEGA tax credits, which was subsequently approved. Sustainability and energy consulting services were also completed including a Green Property Condition Assessment (PCA) to determine green alternatives to building equipment maintenance and upgrades, a LEED Certification Feasibility Analysis, and an Energy Incentive Evaluation to identify incentives and energy cost reductions associated with green building upgrades.

Relevant Aspects

Complex Project: involved City of Flint BRA, Genesee County Land Bank, MDEQ, MEGA, Attorneys, and Consultants

EPA Site Assessment Grant Funded: Phase II ESA activities completed under subcontract to a consulting firm administering the EPA Grant for the City of Flint

Fast Track Status: quick and effective reserach and reporting

Expeditious and Cost Effective: on schedule and within budget

Sustainability and Energy Services: conducted by Energy Finance Analytics, an affiliate of PM Environmental, Inc.

Phase I and Phase II ESAs, Geophysical Services, and Brownfield Services

Ease liability concerns for future property owners

Project work performed in accordance with Michigan P.A. 451, Parts 201

Asbestos and Hazardous Material Management for Cobo Center located in Detroit, Michigan

PM Environmental, Inc. (PM), in concert with InStar Services Group, L.P. (InStar), conducted emergency fire response activities to address building material damage due to a fire in facility maintenance and chemical storage areas at the Cobo Center prior to the North America International Auto Show. The fire destroyed and consumed commercial cleaning and facility maintenance chemicals, as well as battery operated equipment and building materials containing mercury, polychlorinated biphenyls (PCBs), lead, and asbestos.

As the environmental and safety consultant, PM mobilized to the convention center to perform rapid response assessment and control activities that included control of fire-related odors, potential respiratory irritants, and water associated with fire fighting activities. During the initial assessment and material sampling activities, PM identified smoke damage to an overhead air plenum (approximately 12 feet in height) that was insulated with spray on asbestos fireproofing. The friable asbestos insulation was identified as debris that had delaminated and was covering building system equipment (HVAC ductwork, electrical and plumbing related components, and building structural components).

PM prepared an Asbestos Abatement Project Design Plan and a Decontamination Work Plan to address the hazards posed by these conditions. PM worked with local Cobo Center management staff, the restoration contractor, asbestos abatement contractors, and the State of Michigan Asbestos Program to expedite the response activities and to waive standard work notification requirements. All work was performed while the Cobo Center was operating and providing conference services to its clients. The work areas were restricted and enclosed so that visitors, and employees of Cobo Center were not inconvenienced or distracted by the abatement and facility cleaning activities.

During the work, PM conducted on-site air monitoring and analysis of the work areas and response contractor personnel. PM directed the removal of damaged and regulated waste materials to ensure proper off-site disposal. Upon clearance of the work space, PM's client proceeded with final fire restoration work and reconstruction of the damaged tenant space.

Relevant Aspects

Fast Track Status: rapid mobilization and response

Expeditious and Cost Effective: on schedule and within budget

Performed emergency hazardous materials survey of fire and water damaged maintenance and chemical storage facility

Identified additional asbestos spray on insulation damage above work area

Development of Abatement Project Design and Decontamination Work Plans to abate hazardous materials and air plenum cleaning

Directed response crews and conducted project monitoring and air sampling

LEED Consulting for a Property located in Michigan

PM Environmental, Inc. was retained to provide LEED consulting and documentation services related to the construction of the subject property. The building is a 10 screen movie theater with a 12 lane bowling alley and entertainment facility. The building owner was seeking brownfield economic development incentives that mandated a LEED Certification be secured to achieve the incentives. The building was a new construction project in 2011.

Reducing energy consumption was a stated design goal and the entire design team worked to reduce the amount of energy consumed in the theater. PM performed an energy model of the building and determined that the proposed design consumed 15% less energy than the baseline energy standard. This energy savings was carefully engineered through design and selection of proper heating and cooling equipment and lighting fixtures, as well as light levels.

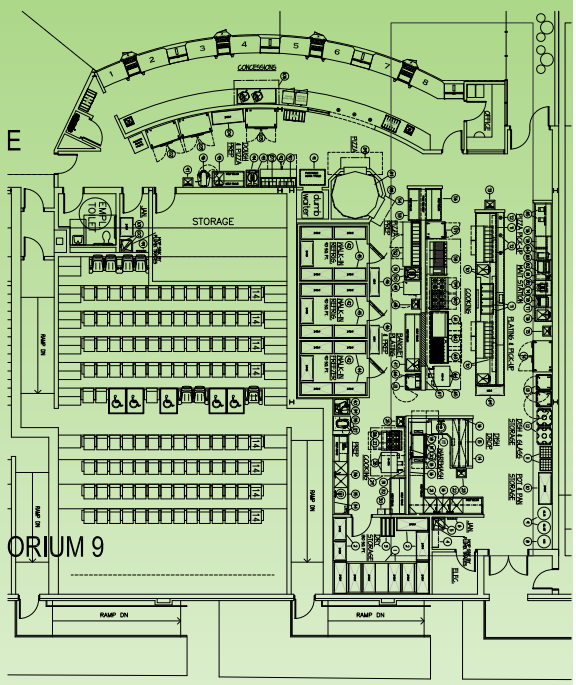
The building's other sustainable features include a high percentage of material specified and manufactured from local sources and materials with a high level of recycled content. A recycling program was implemented for both the employee operations and movie patrons. Water consumption was significantly reduced through the selection and implementation of low-flow water fixtures.

The building has achieved LEED Certified status and is one of the few movie theaters in the United States that has achieved that recognition.

Relevant Aspects

Expeditious and Cost Effective: on schedule and within budget

Identified energy saving opportunitues and coordinated with the project team to implement



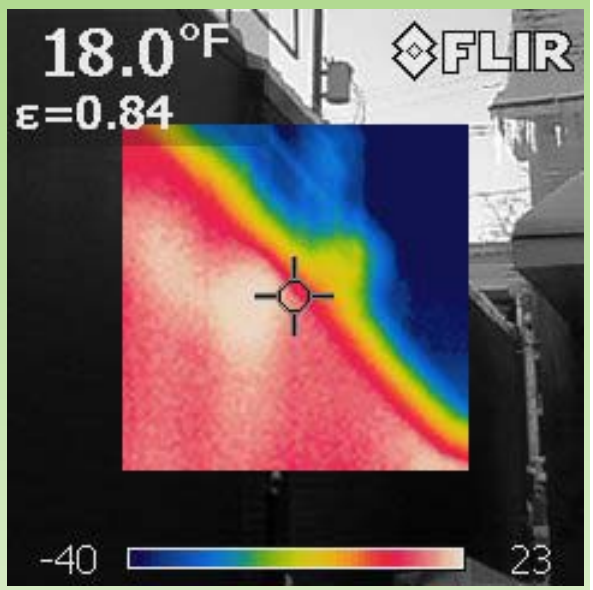
Building Shell Testing for a Restaurant Property Located in Michigan

Relevant Aspects

Expeditious and Cost Effective: on schedule and within budget

Completed Building Shell Testing in accordance with ASTM Standard E779 and U.S. Army Corps of Engineers guidance

Identified building conditions needing improvement to facilitate energy savings and cost reduction



PM Environmental, Inc. (PM) was retained to provide energy consulting services related to determining the cause of elevated utility costs at the subject property.

PM completed the Building Shell Test (BST) at the subject property. The building is a small local restaurant comprising 2,500 square feet of space on a single floor. The building was originally constructed in the 1940s and was converted into a restaurant in 2008. The building owner commissioned the BST because of building occupant complaints about comfort, particularly in terms of a noticeable draft and energy bills that seemed high for the space.

The building was tested in accordance with the ASTM Section E 779, “Standard Test Method for Determining Air leakage Rate by “Fan Pressurization”, as amended by the US Army Corps of Engineers (USACE) protocol for testing air leakage in large buildings. The building was depressurized and pressurized to 75 Pascals of air pressure, and determined to have a very high air infiltration rate of .804 cubic feet per minute per square foot of building shell.

Investigation of the building with thermal imaging equipment during the commercial blower door testing identified several areas of concern that needed immediate attention. It was discovered that the dampers in both the kitchen hood and dishwashing ventilation hood were either missing entirely or not functioning as intended. PM also noted that the seals around the windows were leaking and new gasketing and weather stripping was required to property air seal the building.

The building owner immediately contacted the kitchen equipment supplier in order to determine a solution for the missing and non-functioning dampers in the hoods. Corrections have subsequently made and the building is now consuming anticipated energy levels.

Erosion Control of the Residential Development Located in North Carolina

Relevant Aspects

Fast Track Status: rapid mobilization and response

Expeditious and Cost Effective: on schedule and within budget

Redevelopment of a Contaminated Industrial Facility into a Residential Community and Commercial Properties

Over 50,000 tons of Soil and Landfill Debris Excavated

Asbestos Abatement, Building Demolition, and Contaminated Soil Removal

Work performed in accordance with Michigan P.A. 451 Parts 201, 211, and 213, and Act 381

PM Personnel conducted a site inspection of a partially developed residential development. The purpose of the inspection was to evaluate extent of erosion and sedimentation damage across the property. At the time of the inspection the property consisted of approximately 350 acres, of which 250 acres was raw denuded land with the remaining acreage developed with single-family residential dwellings and wooded undeveloped land.

The property was intended for the developed of a single-family residential neighborhood. However with the down turn in the residential home buying market the property was in default and abandoned buy the developer. In the absence of the developer the denuded portions of the property began to erode at a tremendous rate and the 35 temporary sediment basins were filled and/or failing due to surface run-off (sheet flow) and the lack of vegetation across the site allowing sediment to enter the basin.

At the time of foreclosure the site was issued numerous Notices of Violations (NOVs) from the North Carolina Department of Environment and Natural Resources (NCDENR) Division of Water Quality for not adhering to the sites Erosion and Sediment Control Plan and the Army Corp of Engineers for sediment impacts to a creek which dissected the property. The developer was facing fines in excess of $25,000 per violation per day.

The client engaged PM personnel to coordinate with the local NCDENR inspector, grading contractors and seeding contractors to develop and implement a triage solution to repair the most sensitive areas of erosion and off-site sedimentation.

The site has been stabilized with normal operation and maintenance activities which PM oversees and coordinates with the current land owner. In accordance with the NCDENR guidelines and erosion control plan PM also conducts a weekly inspection of the site to ensure the Best Management Practices (BMPs) are maintained and functioning properly.

Based on the expeditious efforts of the client and PM, the site has not received a fine from the NCDENR or the Army Corp of engineers.

Ground Penetrating Radar Concrete Scan for a Four-Story Office Building located in Dearborn, Michigan

Relevant Aspects

Fast Track Status: mobilized quickly and effectively

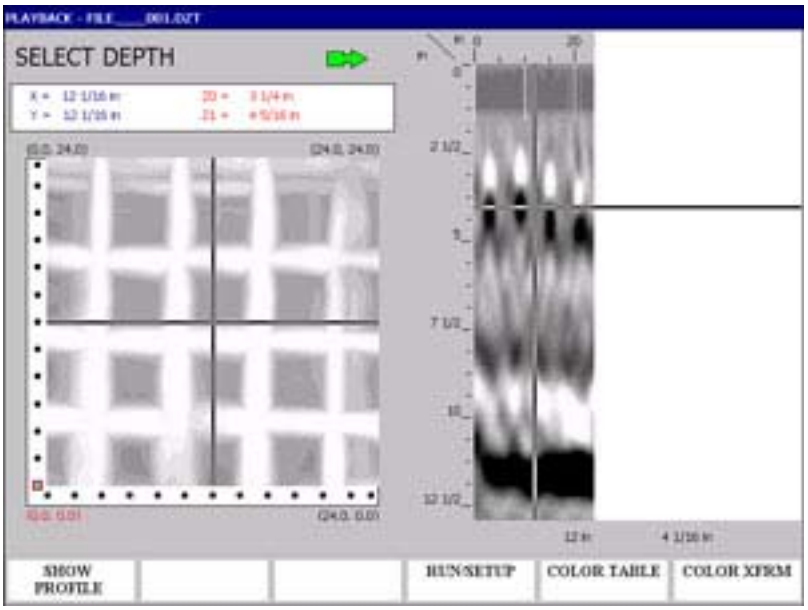
Expeditious and Cost Effective: on schedule and within budget

Completed Geophysical Survey using Ground Penetrating Radar Concrete Scan

Reduced project delays and disruptions while increasing the safety during the completion of proposed tasks

Prior to hiring PM to locate private utilities, several electrical conduits within concrete floor slabs were severed during construction activities. Not wanting to risk additional safety issues, project delays, and costly repairs, PM Environmental, Inc. was retained to provide emergency geophysical survey services. PM's services included identifying private utilities (i.e., conduits and post tension cables (PT cables) within the concrete slab prior to saw cutting and/or coring.

PM successfully cleared over 75 proposed penetrations through the four stories of the building, including penetrations in limited acess areas (i.e. roof, ceilings and elevator shafts). The geophysical survey was completed using a GSSI® SIR-3000 radar control unit equipped with a 1,600 megahertz (MHz) antenna. PM utilized data collection pads with barcodes that work in conjunction with an optical barcode reader to reduce the opportunity for human error and provide accurate and reliable data. The survey was completed utilizing 3-dimensional methods to identify pertinent features within concrete floor slabs averaging seven inches thick.



Ground Penetrating Radar for a Restaurant Property Located in Michigan

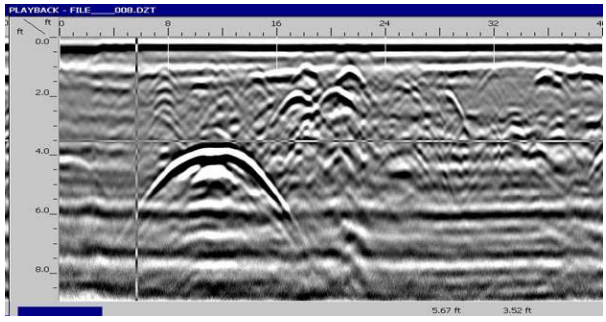
PM Environmental, Inc. was retained to provide environmental consulting services related to the purchase of a restaurant by the client.

PM initially completed a Phase I Environmental Site Assessment (ESA) that identified Recognized Environmental Conditions (RECs) on the subject property and subsequently completed a comprehensive Phase II ESA that identified contaminants that classified the subject site as a “facility”.

As part of the Phase II ESA, a geophysical survey using ground penetrating radar (GPR) was completed to identify the potential presence of orphaned USTs, former UST basins, and locations for proposed soil borings that are clear of private utilities. One anomaly consistent with an orphaned UST was identified during the geophysical survey. PM conducted a test pit in the area of the suspected orphaned UST and PM discovered that the anomaly consisted of one 4,000-gallon steel UST that still contained approximately 1,000 gallons of water and gasoline.

PM properly registered the UST in accordance with Part 211 of the Natural Resources and Environmental Protection Act (NREPA), P.A. 451 of 1994, as amended, which states that the UST must be properly registered with the Michigan Department of Environmental Quality (MDEQ) Waste and Hazardous Materials Division (WHMD). PM provided the 30-Day notice to remove and was granted a waiver from the MDEQ due to the expedited time-frames of the project.

After the UST was remove, the registration form was amended by PM to show the date that the UST was permanently taken out of use. Additionally, PM prepared a site assessment report and sub-mitted it to the MDEQ within 45-days of the UST removal.



Relevant Aspects

Fast Track Status: mobilized quickly and effectively

Expeditious and Cost Effective: on schedule and within budget

Completed Geophysical Survey using Ground Penetrating Radar

Addressed unexpected conditions quickly to reduce disruption to the projec timeline

Appendix A

PM ENVIRONMENTAL Environmental & Engineering Services

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies)must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Willis of Michigan, Inc.
c/o 26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

CONTACT NAME:
PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S)AFFORDING COVERAGE	NAIC #
INSURER A: James River Insurance Company	12203-000
INSURER B: Federal Insurance Company	20281-001
INSURER C: Accident Fund Insurance Company of Americ	10166-001
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

PM Environmental, Inc.
Energy Finance Analytics, LLC.
3340 Ranger Rd.
Lansing, MI 48906

COVERAGES **CERTIFICATE NUMBER:** 21106201 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			000564371	2/1/2014	2/1/2015	EACH OCCURRENCE	$ 3,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$
	X Pollution						PERSONAL & ADV INJURY	$ 3,000,000
	X Prof -Claims Made						GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
	POLICY X PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			7358-30-24	2/1/2014	2/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY(Per person)	$
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY(Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			000564381	2/1/2014	2/1/2015	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 4,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV8009532	10/15/2013	10/15/2014	X WC STATU-TORY LIMITS / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additonal Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage
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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coll:4326596 Tpl:1770343 Cert:21106201

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Appendix B

PM ENVIRONMENTAL Environmental & Engineering Services

TERMS AND CONDITIONS

TERMS AND CONDITIONS: These Terms and Conditions, including any Additional Provisions which are or may become applicable to the services described in the **Proposal dated 2014** shall also be incorporated by reference into any agreement under which services are to be performed by PM Environmental, Inc. (PM) for the Client.

1. PARTIES AND SCOPES OF SERVICES: (a) "PM" means the company or its division, subsidiary, subcontractor or affiliate performing the work. This "Agreement" consists of PM's Proposal, PM's Standard Billing Rates and these Terms and Conditions. "Client" means the person or entity ordering the work to be done by PM. If Client is ordering the work on behalf of another, Client represents and warrants that Client is the authorized agent of the party for the purpose of ordering and directing the work and in such case the term "Client" also includes the principal for whom the work is being performed. (b) The services that PM will provide are specifically described in the **Proposal dated 2014.**

2. PERFORMANCE: PM will conduct services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of PM's profession currently practicing in the same locality under similar conditions where such services are performed. **PM MAKES NO OTHER WARRANTY, GUARANTEE, OR CERTIFICATION, EXPRESSED OR IMPLIED, WITH RESPECT TO ANY SERVICES PERFORMED**. **PM SHALL NOT BE LIABLE FOR ANY CLAIM, DAMAGE, COST OR EXPENSE, INCLUDING ATTORNEY FEES, OR OTHER LIABILITY OR LOSS NOT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PM.**

3. TERMINATION: This Agreement may be terminated by either party, with or without cause, by providing ten (10) days prior written notice to the non-terminating party. In the event of termination, PM shall be paid all costs and fees for all work authorized and performed as of the effective date of termination, plus any additional charges agreeable to Client, to cover any final work necessary to bring ongoing work to a logical conclusion. Any rights provided by this Section are in addition to all other rights and remedies that belong to either party.

4. PAYMENT: The lump sum is due upon completion of services/production of written documentation. PM shall bill for services rendered and reimbursable costs incurred on a monthly basis. Each invoice shall be due upon receipt. Invoices over thirty (30) days past due will be charged a service charge at the rate of One and One-half percent (1½%) per month on the unpaid balance. PM may, after ten (10) days written notice to Client, suspend performance of services until all past due amounts are paid.

5. INDEMNITY: Client shall indemnify, protect and hold PM and its officers, directors, shareholders, and agents harmless from and against all liability, claims, demands, losses, damages, expenses and costs (including reasonable attorney fees), related in any way to PM's performance of services under this Agreement; provided, however, that Client shall not be obligated to indemnify PM and its officers, directors, shareholders, and agents for any injury or damage caused by the negligence or willful misconduct of PM. PM shall indemnify, protect and hold Client harmless from and against all liability, claims, demands, losses, damages, expenses, and costs which are the result of the negligence or willful misconduct of PM, subject to all limitations, exceptions and exclusions in this Agreement.

6. HAZARDOUS MATERIALS: Client acknowledges that PM and its subcontractors have played no role in the generation, disposal, release or threat of release of any substance, waste, compound or material ("Hazardous Materials"). PM shall not assume the status of generator, transporter, or disposal facility or as one who stores or treats under the Resource Conservation and Recovery Act ("RCRA") or any federal, state, or local statute or regulation. Client assumes full responsibility for compliance with RCRA and all other laws governing the generation, transporting, handling, treatment, storage and disposal of Hazardous Materials.

7. ACCESS TO SITE: Client will provide access to each site upon which PM will perform its work. If work is required on a site <u>not</u> owned by Client, Client represents and warrants that Client has obtained all necessary permission, in writing, for PM to enter the site and conduct its work. Client shall, upon request, provide PM with evidence of such permission as well as acceptance of the other terms and conditions set forth by Client(s) and tenant(s), if applicable, of such site(s) in a form acceptable to PM. Any work performed by PM with respect to obtaining permission to enter upon and do work on the lands of others, as well as any work performed by PM pursuant to this Agreement, shall be deemed as being done on behalf of Client and Client agrees to assume all such risks.

8. CLIENT'S DUTY TO NOTIFY: Client shall provide PM with all information in Client's possession required for PM to perform its work and represents and warrants that it has advised PM in writing of any known or suspected Hazardous Materials and subsurface tanks, utilities, objects, structures, lines, or other improvements located at, on or under any site at which PM is to do work. PM shall be responsible for contacting the public utility marking system that services the area. PM may request that the Client, prior to PM initiating field activities, have marked by appropriate utility or other companies the location of all private underground utilities, USTs, piping, and other improvements and to provide a knowledgeable person on-site at the time of PM's activities to identify said utilities and improvements. PM shall not be liable for any consequences of inaccurate or incomplete information supplied or withheld by Client, governmental agencies or third parties. Client shall indemnify, defend and hold harmless PM from and against all liability related to damage to underground utilities or improvements, except those caused by the sole and gross neglect of PM.

9. LIMITATIONS/ASSUMPTION OF RISK: Information obtained from inspections, analysis and testing of sample materials is considered evidence with respect to the detection, quantification and identification of pollutants, but any inference or conclusion based thereon is an opinion based upon engineering judgment and shall not be construed as a representation of fact. Groundwater levels and composition may vary due to seasonal and climatological changes and extrinsic conditions and pollutants may or may not be found to exist at a specific time of inspection. Client understands that, due to intervening causes such as natural groundwater flows or human intervention, such sampling

and analysis may indicate the presence of contamination. There is a risk that sampling techniques may themselves result in contamination of certain subsurface areas such as when a probe or boring device moves through a contaminated area linking it to an aquifer or other medium not previously contaminated and capable of transporting pollutants. **BECAUSE SUCH RISKS ARE UNAVOIDABLE AND BECAUSE THE SAMPLING TECHNIQUES TO BE EMPLOYED ARE A NECESSARY ASPECT OF PM'S WORK ON CLIENT'S BEHALF, CLIENT AGREES TO ASSUME THESE RISKS, except those caused by PM's negligence or willful misconduct.** The discovery of certain pollutants may make it necessary for PM to take immediate measures to protect human health and safety. PM shall notify Client as soon as reasonably possible should such pollutants be suspected or discovered. Client agrees to reimburse PM for the reasonable cost of implementing such measures under the circumstances.

10. SAMPLE DISPOSAL AND INVESTIGATION DERIVED WASTES: Samples removed from the site by PM may, upon completion of testing, be disposed by PM or its subcontracted laboratory in an approved manner. PM may discard samples immediately after collection. Upon request, samples can be shipped (shipping charges collected) or stored at the rate indicated in PM's then-current standard fee schedule. Unless otherwise agreed in writing, investigation derived waste known at the time to be contaminated will be placed in containers, labeled and left on the site for disposition by Client. If Client asks PM to arrange for transport and disposal, Client will reimburse PM for the cost thereof.

11. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and PM, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, **TO LIMIT PM'S LIABILITY FOR ANY AND ALL CLAIMS, LOSSES, COSTS, DAMAGES, OR EXPENSES FROM ANY CAUSE OR CAUSES ARISING OUT OF THIS AGREEMENT SO THAT THE TOTAL AGGREGATE LIABILITY OF PM SHALL NOT EXCEED $50,000 OR PM'S TOTAL FEE FOR SERVICES RENDERED ON THIS PROJECT, WHICHEVER IS GREATER.** Such causes, include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract or warranty.

12. WITNESS FEES: PM's employees shall not be retained as expert witnesses except by separate, written agreement. Client shall pay PM pursuant to PM's then current fee schedule for any PM employee subpoenaed by any party as an occurrence or material witness as a result of PM's work.

13. ENTIRE AGREEMENT: This Agreement contains the entire understanding between the parties. Client acknowledges that no representations, warranties, undertakings or promises have been made other than those contained in this Agreement. This Agreement may be amended, modified or terminated only by a written instrument signed by Client and PM.

14. SEVERABILITY: In the event that any provision of this Agreement shall be deemed invalid or unenforceable, the other provisions shall remain in full force and effect and binding upon the parties.

15. SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Client and PM shall survive the completion of services and the termination of this Agreement.

16. **FORCE MAJEURE**: If PM is delayed or prevented from completing its work by reason or acts of God, strikes, lockouts, labor troubles, inability to procure labor or materials, fire, accident, riot, civil commotion, laws or regulations of general applicability, acts of Client, or other cause without its fault and beyond its control (financial inability excepted), completion will be excused for the period of the delay and the period for completion will be extended for a period equal to the period of such delay. If PM is required to delay any part of its work to accommodate the requests or requirements of Client, regulatory agencies, or third parties or due to any causes beyond the direct reasonable control of PM, additional charges shall be assessed with Client's written approval.

17. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any disputes shall be resolved in the court residing in Ingham County, Michigan.

18. WRITTEN NOTICE: Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

19. PRECEDENCE OF CONDITIONS: Should any conflict exist between these Terms and Conditions and any other document, including the Proposal, Additional Provisions, work authorization, purchase order, confirmation, or invoice, these Terms and Conditions shall prevail, unless the parties expressly agree otherwise in writing.

20. CONFIDENTIALITY: PM shall consider all work performed for the Client, and all results of that work, including, but not limited to, any reports or test results, as well as any and all information provided to PM in connection with this Agreement ("confidential information") as confidential to the Client, to be shared only with the Client, and the Client's legal counsel. Notwithstanding the above, PM may comply with all judicial orders or governmental directives and federal, state, and local laws, rules, regulations and ordinances which mandates reports to appropriate public agencies of PM's knowledge or findings; provided, however, that if PM determines that it is required to disclose confidential information, it shall notify the Client prior to disclosure.

21. RELIANCE BY THIRD PARTIES: Any written documents, including but not limited to data, reports, findings, summaries or recommendations, prepared by PM for the Client in the course of performing the services under this Agreement may not be relied upon by any person or entity other than the Client without PM's prior written consent.