ISID - Environmental (Billing Rate) Indefinite-Scope, Indefinite-Delivery Contract R 02/28/19



# STATE OF MICHIGAN

# DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

This contract authorizes the professional services contractor to provide professional services. (Authority: 1984 PA 431)

#### CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES: Indefinite Scope-Indefinite Delivery

THIS CONTRACT, authorized this 17th day of February the year two-thousand and twenty-three (2023), by the Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 3111 W. St. Joseph Street, Lansing, Michigan, 48917, hereinafter called the Department, and

#### Neyer, Tiseo & Hindo, Ltd. dba NTH Consultants, Ltd. 41780 Six Mile Road, Suite 200 Northville, MI 48168

the Prime Professional Services Contractor, hereinafter called the

Professional. WHEREAS the Department proposes securing

professional services for:

#### Indefinite-Scope, Indefinite-Delivery Contract No. 00937

Index No. (To Be Established) Contract Order No. Y (To Be Assigned) File No. (To Be Assigned)

Department of Technology, Management and Budget, State Facilities Administration, Design and Construction Division, Professional Environmental Services Indefinite-Scope, Indefinite-Delivery Contract (ISID) for Minor Projects –

#### 2023 Environmental ISID Services

Various State Departments and Facilities Various Site Locations, Michigan

NOW THEREFORE, the Department and the Professional in consideration of the covenants of this Contract agree as follows:

- The Professional shall provide primary environmental investigation/assessment/design/construction oversight services for the assigned projects to the extent authorized by the Department of Technology, Management and Budget State Facilities Administration (SFA), Design and Construction Division (DCD) [The Department] and be solely responsible for such professional services. The Professional's services shall be performed in strict accordance with the assigned Project scope of work.
- II. If authorized, the Professional shall provide environmental services for the regions and project types identified below.

		Ρ	rojec	t Ty	pes a	and	Ser	vices	s Offe	ered			
Asbestos/Lead/Mold/Biohazard/Free Product Regulated Waste Survey/Abatement	Brownfield Development	Ecological Risk Assessment / Forestry and Land Management / Wetland Mitigation / Streams and Lakes Restoration	Environmental Investigation / Characterization / Pilot Tests / Feasibility Study	Environmental Roto Sonic Drilling / Well Abandonment	Ground Penetrating Radar (GPR) / Laser-Induced Fluorescence (LIF) Field Screening	Landfill Maintenance / Monitoring	Nuclear Waste Management / Disposal / Remediation	Per-& Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation	Phase I / Phase II / Baseline Environmental Assessments	Remediation Systems Design / Construction Oversight / O & M / Decommissioning	Specialty Sub-Surface / Utility Inspection / Sewer Camera / Cleaning	Underground / Aboveground Storage Tank (UST / AST) Removal / Demolition/ Soil Excavation / Closure	Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O & M Services
x	x	x	x	x	x	x			х		x	x	

NOTE: Blackened box(es) indicate a service that the committee did not select for your firm.

III. The State of Michigan shall compensate the Professional for providing their professional services for the Project in accordance with the conditions of this Professional Services Contract. IN WITNESS, WHEREOF, each of the parties has caused this Professional Services Contract to be executed by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the date on which the Professional received a copy executed by the authorized State of Michigan representative(s) by regular, registered, or certified mail or by delivery in person.

#### FOR THE PROFESSIONAL:

NTH Consultants, Ltd.	CV0022121		
Firm Name	SIGMA Vendor ID Number		
BUIL	03/06/2023		
Signature	Date		
Bhushan C. Modi, Vice President			
Title			
FOR THE STATE OF MICHIGAN:			
Van dan	March 10, 2023		
Director, DTMB   SFA   Design and Construction	Date		

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WHEREAS this Professional Services Contract constitutes the entire agreement as to the Project between the parties, any Contract Modification of this Contract and the Department's approved and attached Project/Program Statement scope of work requirements must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the Professional for correcting, or for responding to Professional design claims or litigation for. the firm's final Contract Documents/architectural and engineering design errors, omissions, or neglect on the part of the Professional.

#### ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

Provide professional environmental services, technical staff, and support personnel for ISID minor projects on an as-needed basis at various State/Client Agencies within the various site location areas as defined by the State of Michigan.

This Contract is for professional environmental investigation and/or design services for an unspecified number of ISID projects ("Assignment"). The scope of work for each assigned project will be defined at the time the project is awarded by the State to the Professional firm. The professional environmental services required for each of these assigned projects requested by the Department may include any or all of the Tasks included in the Phase 100 – Study through the Phase 900 – Operation and Maintenance Management.

The Professional firm's environmental services shall be performed in strict accordance with this Professional Services Contract and be in compliance with the Department's approved and attached Appendix I– Project/Program Statement.

This Contract does not warrant or imply to the Professional environmental firm, entitlement to perform any specific percentage (%) amount of environmental work during the life of this Contract.

This Contract will remain in effect for **three (3) years** from the date of this Contract award but may be unilaterally terminated by the State of Michigan at any time, for cause or its convenience, by written notification of the State, to the Professional. Furthermore, this Contract may be extended for **one (1) additional year**, at the sole option and discretion of the State upon the Department providing written notice to the Professional prior to the expiration of the original Contract time period. Any such time extension shall be subject to the terms and conditions of this Contract, including, but not limited to, the existing hourly billing rates included in this Contract for the Professional, their Consultant, and their employees or agents.

Please note that the Professional Services Contract ISID Contract No., as noted on page 1, must be provided on all Project correspondence and documents. Also, services are not to be provided or expenses incurred until individual ISID Projects are assigned to this Contract (see the Article II – Compensation and the Appendix 1 – Project/Program Statement).

Upon award of this Contract and each subsequent assignment, the Professional understands and agrees that time is of the essence. Failure to adhere to timely completion will be grounds for the Department, at its sole discretion, to terminate or limit future work under this Contract.

The Professional shall provide all professional services, technical staff, and support personnel necessary to complete the Project as described in its Project/Program Statement, in the best interest of the State, and within the Professional's fee(s) herein authorized by the State. Assigned project services shall comprise, without exception, every professional discipline and expertise necessary to meet all the requirements as described in the Project/Program Statement and in accordance with the accepted industry standards for professional practice and services. The Professional's services include attendance at all Project related meetings and conferences. Professional services for the assigned projects under this contract shall be provided in the Phase/Task sequence shown below and shall be rendered in accordance with the Professional's proposed and approved Project Study, Design, and Proposed Construction Schedule. The Professional's study, design, and proposed construction schedule shall be detailed, undated, and time sequence related for all Phase/Task services appropriate for the Project. The Professional shall field-check and verify the accuracy of all study/drawing and any data furnished by the Department, the State/Client Agency or any other Project related source. The Professional shall not employ or consult with any firms in completing the Professional's obligations herein who it anticipates will be a construction Bidder for the Project or any part thereof, unless specifically authorized, in writing, by the Department.

The Professional acknowledges that the Department is the first interpreter of the Professional's performance under this Contract.

The Professional acknowledges by signing this Professional Services Contract having a clear understanding of the requested professional environmental services required by the Department, and further agrees that the terms and conditions of this Professional Services Contract provide adequate professional fee(s) for the Professional to provide the requested Project scope of work requirements for each assigned project. No increase in compensation to the Professional will be allowed unless there is a material change made to the scope of work of the Assignment/Program Statement and the change is accepted and approved, in writing, by the State. Professional services shall not be performed, and no Project expenses shall be incurred by the Professional prior to the issuance of a written and signed Professional Services Contract and a Contract Order authorizing the Professional to start the Project work. Compensation for Department directed changes to the Project will be provided to the Professional by a Contract Modification and/or Contract Change Order signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Project Director/Agency Project Manager, on an hourly billing rate basis in accordance with this article. This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director/Agency Project Manager.

The Professional shall immediately inform the Department whenever it is indicated that the Professional's authorized not-to-exceed Budget for any of the assigned Projects may be exceeded. The Professional shall make recommendations to the Department for revisions to be implemented in order to not exceed the original authorized Budget. Any revision to the Project must be accepted and approved by the Department in writing.

The professional services may also include participation in legislative presentations as described in the "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" and as the legislature or the Department may prescribe.

No substitution of any "Key Personnel/Employee" essential for the successful completion of the Project and identified in the Professional's Organizational Chart will be allowed by the Professional for this Contract without the prior written consent from the Project Director/Agency Project Manager. Before any "Key Personnel/Employee" substitution takes place, the Professional shall submit a written request to the Project Director/Agency Project Manager, and this substitution request shall include the following information: (1) A request in writing for a No Cost Contract Modification; (2) Detailed written justification for this substitution; (3) The Professional's qualifications of any proposed "Key Principal Personnel/Employee" replacement; and (4) A written statement from the Professional assuring the Department that the Project scope of work will not be adversely affected by this substitution. This request to modify their Professional Services Contract must be accepted and approved in writing by the Project Director/Agency Project Manager and the Director of the Department.

The Department will designate individuals to serve as the Project Director and Agency Project Manager for the Project scope of work who shall be fully acquainted with the Project/Program Statement and have the authority to render Project decisions and furnish information promptly. Except in connection with issues under the Article XII -Contract Claims and Disputes text, the Project Director/Agency Project Manager will exercise general management and administration for the Professional's services in so far as they affect the interest of the State. The Professional shall indemnify, defend, and hold harmless the State against exposure to claims arising from delays, negligence, or delinquencies by the Professional for the professional services of this Contract.

During the Construction Administration Services Phase of the Project, the Professional is required to complete and submit, the on-site inspection record form, "DTMB-0452, The Professional's Inspection Record," for all on-site inspection visits to the Project site. The Inspection Record shall be completed and signed by the Professional and submitted monthly, with the original document sent to the Project Director/Agency Project Manager and copies sent to the Construction Contractor. The Inspection Record shall accompany the Professional's monthly payment request.

The "DTMB-0460, Project Procedures" contains Department forms which shall be used during the Construction Administration Phase of this Contract. All professional services will be consistent with the Department's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" unless otherwise approved in writing by the Department.

The professional services required for each Phase of this Contract shall be performed by the Prime Professional and their Consultants in accordance with service descriptions in this article. The following service descriptions outlined in this Contract represent the Department's standard of care for the Professional's responsibilities for providing the professional services of this Contract; but by inclusion, or omission, the descriptions do not limit or exclude any regular or normal professional services necessary to accomplish the Project in accordance with the approved Project Budget and the industries accepted practice and standards for professional services. All of the services outlined in this Contract may not be applicable to the Project/Program Statement. The Professional shall determine and coordinate the interface of the services required for the Project and is responsible for identifying any additional services necessary to successfully complete the Project.

The professional shall execute the following PHASES upon written authorization from the Project Director.

#### PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

Provide complete and comprehensive Environmental Investigation/Study Deliverables to meet the requirements of the Project/Program Statement. Upon completion of all field investigation, assessment, research, review and/or oversight, prepare a complete report with an executive summary, and in such detail, as the Project Director may prescribe. The services under this phase may include but not be limited to coordination, environmental assessments, drilling, field sampling/oversight, data/document review/management, feasibility study, and reporting as described in the Project/Program Statement. Project reports must be in accordance with Department/Client/Agency requirements and as outlined in the Project/Program Statement but shall include, as a minimum and as appropriate, the following items: (1) Problem; (2) Conclusion; (3) Recommendations; and (4) Discussion, details, and documentation.

#### PHASE 300-SCHEMATIC DESIGN

Prepare Schematic Design Deliverables consistent with the Project/Program Statement. The deliverables shall consist of conceptual remediation system, drawings, outline specifications, a Schematic Construction Cost Estimate, other related documentation, and shall diagrammatically depict the areas, scales, and relationships of the functions. The services under this phase may include but not be limited to coordination, construction codes and design reviews, civil/site staging investigation, schematic design and utilities review, drafting, and project cost/proposed construction schedule, as required by the Department/Client/Agency and as outlined in the Project/Program Statement. Acceptance of the Schematic Design by the Department/Client/Agency does not limit subsequent inclusion of minor, but essential, schematic or design details whose necessity and arrangement may best become apparent during subsequent Phases of the Project design. Revise design as necessary and obtain approval from the Department/Client/Agency.

#### PHASE 400-DESIGN DEVELOPMENT

Prepare Design Development Deliverables based on the Owner-accepted Schematic Design to depict the intent of the designed remediation system(s). The deliverables shall consist of draft drawings and specifications. Construction Cost Estimates and other related documentation to clearly establish the complete basis for further detail into final design drawings/specifications. The deliverables shall further define the Project by fixing and describing the Project size, character, site relationships, and other appropriate elements including the environmental, civil, structural, architectural, mechanical, electrical, and safety systems. The services under this phase may include but not be limited to coordination, draft drawings/specifications, site specific staging investigation, structural calculations and preliminary environmental/architectural/engineering design drawings/specifications, development/reviews of as required by the Department/Client/Agency and as outlined in the Project/Program Statement.

#### PHASE 500-CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

Prepare Construction Documents that revise, refine, amplify, and depict, in detail, the Project. The documents shall set forth, in detail, guality levels of and requirements for the construction, and shall consist of final drawings/specifications that comply with applicable regulatory and construction code requirements, enacted at the time of completion of the one hundred percent (100%) Construction Documents. Prepare Bidding Documents in Phases/Bid packages appropriate to the Project requirements and funding. Incorporate the current edition of DTMB "MICHSPEC", "DCSPEC" or "50KSPEC", as adopted and modified by the State of Michigan. The Construction Documents shall contain all information necessary to bid and construct the Project. The services under this phase may include but not be limited to coordination, final drawings/specifications and bidding documents, civil/site staging design, final structural calculations, final environmental/architectural/engineering design development/reviews of drawings/specifications, construction testing program, hazardous materials, health and safety risks, final design correction procedures, design and construction budget, construction codes/permits and construction schedule, as required by the Department/Client/Agency and as outlined in the Project/Program Statement.

#### PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

Provide all required construction oversight administration and timely professional review and administrative services, as the circumstances of the Construction may require, allowing the successful review/implementation of the Construction Documents into a completed remedial actions/abatement measures and/or for the use intended by the Department/Client/Agency. The services under this phase may include but not be limited to coordination, review and approval of shop drawings and submittals, reporting of construction progress, construction quality testing, construction contractor performance review, punch list procedures, claims, establishing close-out procedures and developing/review of as-built documents, as required by the Department/Client/Agency requirements and as outlined in the Project/Program Statement.

#### PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

Provide all required Construction Oversight and Field Services, including timely inspection and professional services, as the circumstances of the Construction may require, allowing the successful review/implementation of the Construction Documents into a completed remedial action/abatement measures and/or for the use intended by the Department/Client/Agency. The services under this phase may include but not be limited to coordination, field inspections, progress meetings and final project inspection, as required by the Department/Client/Agency requirements and as outlined in the Project/Program Statement.

#### PHASE 900 - OPERATION AND MAINTENANCE SERVICES - REMEDIATION FACILITY

Provide all required Operation and Maintenance (O&M) Services and perform, in a safe and secure environment, all functions, including timely inspection, sampling and professional services, necessary to maintain uninterrupted, effective and efficient facility/system components for the use intended by the Department/Client/Agency. The services under this phase may include but not be limited to coordination, general system operation/inspections, routine system/building/ground maintenance, sampling, spare replacement consumable supplies, parts, utilities, waste materials removal/treatment/disposal, non-routine emergency services, progress meetings and reporting, as required by the Department/Client/Agency requirements and as outlined in the Project/Program Statement.

#### ARTICLE II COMPENSATION

In consideration of the performance of this Contract, the Department agrees to pay the Professional, as compensation for professional services, an hourly billing rate for each employee providing a direct service to this Project, on a not-to-exceed basis as specified herein, subject to subsequent modifications mutually agreeable to the parties hereto; provided, however, the Professional may not incur costs, or bill the Department, for professional services in excess of the estimates established for this Project without the prior written agreement of the Department. The attached proposal prepared by the Professional in response to the Request for Proposal, by the Owner, may describe methodology, services, schedule, and other aspects of the work to be performed under the Contract but does not supersede the Contract.

Compensation to the Professional shall be on an hourly billing rate basis for professional services rendered by salaried and non-salaried professional, technical, and technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the amount authorized for that Phase, unless authorized in writing by the Department's approved Contract Change Order. Professional services shall not be performed, and no Project expense shall be incurred by the Professional firm prior to the issuance of a written and signed Professional Services Contract and a DTMB Form 0402 - Contract Order by the Department to the Professional, authorizing the Professional to start the Project.

Compensation to the Professional for services and authorized technical and technical support employees performing a direct service for this Project shall be determined using the Professional firm's billing rates. The Professional firm's hourly billing rate shall be the actual amount paid for the employee services on the Project including fringe benefits, vacations, sick leave, other indirect costs, and profit. The Professional firm's hourly billing rates shall not change during the life of this Contract without written approval by the Department. See attached Appendix, **Overhead Items Allowed for the Professional Services Contractor Firm's Hourly Billing Rate Calculation**, for the guide to overhead items allowed for the professional services contractor firm's hourly billing rate calculation. Reimbursement for the Project/Program Statement scope of work requirements will be provided only for Department approved items authorized for reimbursement compensation in this Contract. The State will not reimburse the Professional for downtime, or for personnel involved in downtime due to mechanical problems or failure of Professional's or Subcontractor equipment.

The preparation of Bulletins and Contract Change Orders resulting from changes to the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Department on an hourly billing rate basis in accordance with this article. This compensation shall not exceed seven and one- half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director/Agency Project Manager.

The Professional shall provide, but no additional monetary compensation shall be allowed for the services necessary to respond to and resolve all claims arising wholly or in part from the Professional's errors and/or omissions or other aspects of the Project's design or the Professional firm's performance which is inconsistent with the Professional or Construction Contract.

- 2.1 PREMIUM TIME/OVERTIME: This Contract anticipates that no premium or overtime is required to achieve the Project's scope of work. No compensation will be allowed to the Professional for any premium or overtime cost incurred to achieve the Project schedule of this Contract, unless directed in writing by the Project Director/Agency Project Manager and approved by the Department.
- 2.2 EMPLOYEE HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect monetary costs to the State for the Professional's services under this Contract other than the authorized and approved reimbursements. Hourly billing rates shall be based on the Professional's documented historical operating expenses and adjusted for Project specific costs. In no case shall this documentation period include more than eighteen (18) months prior to the date of award of this Contract.

Lump-sum payments to employees are not allowed under this Contract. Billing rates for employees who perform professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate. The hourly billing rate charge of any employee may be changed by the Professional with a written and Department approved Contract Modification to account for normal personnel pay increases. Hourly billing rates include, but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, and all Project related travel expenses for Projects <u>less than</u> one-hundred (100) miles in each direction from the Professional's nearest Michigan office, computer costs/operating costs, data entry, and time, telephone, telephone- related services, and all reproduction services (except Contract Bidding Documents/Deliverables).

The hourly billing rate also includes all reproduction costs for design interpretations, study/design clarifications and Bulletins related to design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, design interpretations, or construction on-site/field inspections), and all similar, or avoidable costs.

All incidental postage, mail, or other shipping or delivery services, acquisition, bad debts, previous business losses, employment fees, depreciation, and operating costs for equipment, including computer design and/or computer drafting systems, and any specialized testing equipment are to be included. The hourly billina rate include, without exception. shall secretarial. computer/typing/word processing, editing, and clerical services utilized in any way for the Project as well as other non-technical and/or employees providing indirect services. The hourly billing rate also includes all profit without regard to its form or distribution.

Items not allowable as part of the Professional's calculated hourly billing rate include but are not limited to: Any costs associated with litigation and settlements for the Professional, other liability suits, out-of-state offices and associated travel, bonuses, profit sharing, premium/overtime costs, public relations, entertainment, business promotion, contributions, and various speculative allowances.

The hourly billing rate for the Professional may not be applied to the work of the Professional's Sub- Consultant's staff. Each Sub-Consultant firm must submit a separate hourly billing rate with proper documentation for Sub-Consultant services provided as part of the Proposal. The hourly billing rate of the respective Consultant firm shall be used for that Consultant firm's personnel only. No mark-up to Consultant firm's charges will be allowed.

2.3 RANGE OF EMPLOYEE HOURLY BILLING RATES: The Professional shall identify the service being provided and include the Professional's or Consultant's employee(s) full names and position classifications for the Project and their current hourly billing rates at the beginning and at the anticipated end of the Project. This hourly billing rate range shall reflect any anticipated pay increases over the life of the Contract. The range of hourly billing rates for any employee position or classification may not be changed without an approved Contract Modification.

2.4 DIRECT COST REIMBURSEMENT ITEMS: The Professional's Consultant services and authorized reimbursable expenses shall be treated as an authorized reimbursable expense item at a direct cost. The Professional shall be responsible for the selection of the supplier of the professional services or materials; the coordination, adequacy, and application of the professional services, whether provided by the Professional's staff or provided by their Consultant, and any Project costs that exceed the budget for each Phase.

Project related travel expenses (mileage, meals, lodging) for Projects <u>more than</u> onehundred (100) miles in one- way from the Professional's nearest office shall be treated as an authorized reimbursable expense at the State of Michigan's current travel rates.

Unless authorized elsewhere in this Contract, direct cost reimbursement items shall be limited to the actual cost of printing and reproduction of project deliverables such as Final Study Reports, Surveys, Bidding Documents, and U. S. Mail regular shipping postage of the project deliverables listed above. In addition, direct cost reimbursement items may include soil borings, site surveys and any required laboratory testing, Design Code Compliance and Plan Review Approval Fees by the licensing agency; reproduction of documents for legislative presentation, artistic productions, mobilization of testing equipment, laboratory costs for testing samples, per-linear-foot cost of soil borings and specialized inspections of the structural, mechanical, electrical, chemical or other essential components of the Project.

Compensation for this Contract shall not exceed the budget per Project Phase identified in the attached Contract Order unless authorized by a Department approved Contract Modification. It shall be the Professional's responsibility to carefully monitor Project costs, activities, and progress and to provide the Project Director/Agency Project Manager timely notification of any justifiable need to increase the authorized budget. The Professional may not proceed with professional services that have not been authorized by the Project Director/Agency Project Manager and shall immediately notify the Project Director/Agency Project Manager if such services have been requested or have become necessary.

Professional/Sub-Consultant staff and hourly billable rates are identified in the attached Professional's proposal.

#### ARTICLE III PAYMENTS

Payment for the professional services shall be based on the Professional's performance of authorized professional service(s) performed prior to the date of each submitted payment request. Payment requests shall be submitted monthly to the Project Director/Agency Project Manager on a payment request form (DTMB-440). Payment for each monthly submitted payment request shall be made within thirty (30) consecutive calendar days following the Department's approval of the payment request. Payment requests shall include signed certification by the Professional of the actual percentage of work completed as of the date of invoicing for each Phase and summarize the amounts authorized, earned, previously paid, and currently due for each Project Phase. Payment requests shall be supported by itemized records or documentation in such form and detail as the Department may require.

Each of the Professional's Consultant's submitted payment request applications shall include similar information. This includes, but is not limited to:

- Phase Numbers for the professional services provided.
- Professional's personnel and position/classification providing service and hours worked. Current hourly billing rate charges for each individual position/classification.
- Copy of certified on-site visitation log or site visit report showing time on-site.
- Itemized invoices from each of the Professional's Consultant's documenting that firm's professional services charge and the Project work related services provided.
- Authorized reimbursable expense items provided with receipts and invoices.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify the Professional of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to the Professional's continuing obligations, including claims for deficiencies or substandard Contract Activities. The Professional's acceptance of final payment by the State constitutes a waiver of all claims by the Professional against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under the Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <u>http://www.michigan.gov/SIGMAVSS</u> to receive electronic funds transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy if may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract

#### ARTICLE IV ACCOUNTING

The Professional shall keep current and accurate records of Project costs and expenses, hourly billing rates, authorized reimbursable expense items, and all other Project related accounting documents to support the Professional's monthly application for payment. Project records shall be kept on a generally recognized accounting basis. Such records shall be available to the Department for a period of ten (10) years after the Department's final payment to the Professional. The State of Michigan reserves the right to conduct, or have conducted, an audit and inspection of these Project records at any time during the Project or following its completion.

# ARTICLE V

The Professional shall purchase, maintain and require such insurance that will provide protection from claims set forth below which may arise out of or result from the Professional firm's services under this Contract, whether such service is performed by the Professional or performed by any of the Professional firm's Consultant's or by anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable. The following insurance policy limits described below are intended to be the minimum coverage acceptable by the State:

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of or result from or are alleged to arise out of or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (c) All insurance coverage provided relative to this Contract is primary and noncontributing to any comparable liability insurance (including self-insurance) carried by the State.
- (d) The State, in its sole discretion, may approve the use of a fully-funded selfinsurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State. To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best Company internet web site at <u>http://www.ambest.com</u>.
- (f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.

- (g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three (3) years following the termination of this Contract.
- (h) The minimum limits of coverage specified are not intended and may not be construed; to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (i) The Contractor is responsible for the payment of all deductibles.
- (j) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor or require the Contractor to pay that cost upon demand.
- (k) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

The Professional firm's Errors and Omissions coverage shall include coverage for claims resulting from acts of forbearance that cause or exacerbate pollution and claims of bodily injury and property damage in the amount of \$1,000,000 minimum coverage per occurrence, \$3,000,000 annual aggregate. This insurance is required of all professional firms who conduct professional environmental services including, but not limited to, any of the following services:

- (i) Remedial System Design.
- (ii) Remediation Management.
- (iii) Feasibility Development and Implementation.
- (iv) Hydrogeological Evaluation.
- (v) Media Testing and Analysis.
- (vi) Subsurface and Geophysical Investigation.
- (vii) Other related activities as determined by the Department.

Required Limits	Additional Requirements
Commercial General L	iability Insurance
Minimum Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Professional must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess	Liability Insurance
<u>Minimum Limits:</u> \$2,000,000 General Aggregate	Professional must have their policy follow form.
Automobile Liabi	lity Insurance
Minimum Limits: \$1,000,000 Per Accident	Professional must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compense	ation Insurance
Minimum Limits: Coverage according to applicable laws governing work activities. Employers Liabil	Waiver of subrogation, except where waiver is prohibited by law.
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Er Insurar	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	

Environmental and Pollution Liability (Errors and Omissions) ***					
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Professional must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non-Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.				

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Contractual Liability insurance for claims for damages that may arise from the Professional's assumption of liability on behalf of the State under Article VI concerning indemnification for errors, omissions, or negligent acts in the course of the professional service or other provision within this Contract to the extent that such kinds of contractual liability are insurable in connection with and subject to limits of liability not less than for the general liability insurance and the professional liability insurance and set forth in subsections (c) and (d) above.

Except where the State has approved a subcontract with other insurance provisions, the Professional must require any Consultant/Subcontractor to purchase and maintain the insurance coverage required in this Article. Alternatively, the Contractor may include a Consultant/Subcontractor under the Professional's insurance on the coverage required in that Section. The failure of a Consultant/Subcontractor to comply with insurance requirements does not limit the Professional's liability or responsibility.

Certificate of Insurance documents, acceptable to the State, shall be provided and filed with the Department prior to commencement of the Professional's Project services, unless otherwise approved in writing, and not less than 20 days before the insurance expiration date every year thereafter. Facsimile copies of the Certificate of Insurance will not be accepted. Certificate of Insurance documents must be either submitted hard copy or portable document file (.pdf). The Certificate of Insurance documents must specify on "Description certificate labeled the in the oblong rectangle space of **Operations/Locations/Vehicles/Exclusions** Added By Endorsement/Special Provisions/Special Items" the following items: (1) The ISID Title; (2) The ISID Contract Number; and (3) The State of Michigan must be named as an "Additional Insured on the General Liability and Automobile Insurance Policy." The Certificate of Insurance documents shall contain a provision that the Project insurance coverage afforded under the insurance policies for this Contract will not be modified or canceled without at least thirty (30) consecutive calendar days prior written notice, except for 10 days for non-payment of premium, to the State of Michigan, Department.

This Section is not intended to and is not to be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Professional to indemnify, defend and hold harmless the State).

The attached, Certificates of Insurance documents required for this Project shall be in force for this Project until the final payment by the State to the Professional is made and shall be written for not less than any limits of liability specified above. The Professional has the responsibility for having their consultant firms comply with these insurance requirements.

# ARTICLE VI

- (a) To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Professional in the performance of this Contract and that are attributable to the negligence or tortious acts of the Professional or any of its Subcontractors/Consultants, or by anyone else for whose acts any of them maybe liable.
- (b) Employee Indemnification: In any and all claims against the State of Michigan, its departments, divisions, agencies, boards, sections, commissions, officers, employees and agents, by any employee of the Professional or any of its Subcontractors/Consultants, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Professional or any of its Subcontractors/Consultants under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.
- (c) Patent/Copyright Infringement Indemnification: To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Professional or its Subcontractors/Consultants, or the operation of such equipment, software, commodity or service, or the use of reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or services, or its operation, become or in the State's or Professional's opinion be likely to become the subject of a claim of infringement, the Professional shall at the Professional's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Professional, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Professional, (iii) accept its return by the State with appropriate credits to the State against the Professional's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Professional shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Professional, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Professional under this Contract.

#### ARTICLE VII OWNERSHIP OF DOCUMENTS

All Project deliverables, including but not limited to: reports, Bidding Documents, Contract Documents, electronic documents and data, and other Project related documents, including the copyrights, prepared and furnished by the Professional shall become the property of the State of Michigan upon completion of the Project, completion and acceptance of the professional's work, or upon termination of the Contract. Project deliverables shall be delivered to the Department upon their request. The Professional shall have no claim for further employment or additional compensation as a result of this Contract requirement. The Professional may retain a copy of all Project documents for their files.

If the Professional is in default or breach of its obligations under this Contract, the State shall have full ownership rights of the Project deliverables, including Bidding Documents and Contract Documents, including all electronic data. If the Professional is in default or this Contract Agreement is terminated, the State shall not use the Contract Documents and deliverables of this Contract for completion of the Project by others without the involvement of other qualified Professionals who shall assume the professional obligations and liability for the Project work not completed by the Professional.

To the fullest extent allowed by law, the State releases the Professional, the Professionals Consultant(s) and the agents and employees of any of them from and against legal claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the Contract Documents other than in accordance with this Contract Agreement.

All Contract deliverables listed may be published or issued for informational purposes without additional compensation to the Professional. The Professional may not use any of the Contract Documents and Contract deliverables for any purpose that may misrepresent the professional services they provided.

The Professional shall retain full rights to the Contract Documents and deliverables and the right to reuse component information contained in them in the normal course of the Professional's professional activities.

The Contract deliverables, Contract Documents, or other documents produced under this Contract may be used by the Department, or others employed by the Department or State of Michigan, for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without monetary compensation to the Professional.

The State of Michigan will not construct additional Projects or buildings based on the work of this Contract without notice to the Professional. Whenever renderings, photographs of renderings, photographs or models, or photographs of the Project are released by the State of Michigan for publicity, proper credit for design shall be given to the Professional, provided the giving of such credit is without cost to the State of Michigan.

#### ARTICLE VIII TERMINATION

The State may, by written notice to the Professional, terminate this Contract and/or any Assignments, in whole or in part at any time, either for the State's convenience or because of the failure of the Professional to fulfill their Contract obligations. Upon receipt of such notice, the Professional shall:

- a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and
- b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Contract, whether completed or in process.
- 8.1 If the termination is for the convenience of the State, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed professional services.
- 8.2 If the termination is due to the failure of the Professional to fulfill their Contract obligations, the State may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Professional shall be liable to the State for any additional cost occasioned to the State thereby.

- 8.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Professional had not so failed, the termination shall be deemed to have been affected for the convenience of the State. In such event, adjustment in the Contract price shall be made as provided in Section 8.1 of this article.
- 8.4 The rights and remedies of the State provided in this article are in addition to any other rights and remedies provided by law or under this Contract.

#### ARTICLE IX SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither of the parties hereto shall assign this Contract without the prior written consent of the other.

#### ARTICLE X GOVERNING LAWS

This Contract shall be construed in accordance with the current laws of the State of Michigan. Some Assignments to this Contract will be funded wholly or in part by the Federal Government through grant agreements and/or federal programs. The Professional must comply with such funding requirements along with any current applicable federal regulations in performing the tasks described in the Scope of Work, including but not limited to the following current federal regulations. The absence of reference to any law or regulation does not preclude its applicability to this Contract.

- 1. The Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended CERCLA (The Superfund Act);
- 2. Section 306 of the Clean Air Act (42 U.S.C. 1857 (h));
- 3. Section 508 of the Clean Water Act (33 U.S.C. 1368);
- 4. Public Law 98-473 as implemented in the Department of the Interior, Bureau of Indian Affairs;
- 5. Executive Order 11738; Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments."
- 6. 25 CFR Part 20; Financial Assistance and Social Services Programs
- 7. 40 CFR Part 31; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 8. 40 CFR Part 32 Subpart F; Drug-Free Workplace
- 9. 40 CFR Part 33; Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs
- 10. 40 CFR Part 35; State and Local Assistance

- 11. 40 CFR Part 35 Subpart 0; Cooperative Agreements and Superfund State Contracts for Superfund Response Actions
- 12. 48 CFR Chapter 1 Part 31 Subpart 31.2; Contracts with Commercial Organizations.

#### ARTICLE XI NONDISCRIMINATION

In connection with the performance of the Project under this, the Professional agrees as follows:

a) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. The Professional will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.
- c) The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Professional's nondiscrimination commitments under this article.
- d) The Professional will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; *Executive Directive 2019-09*; and all published rules, regulations, directives and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of award of this Contract.
- e) The Professional will furnish and file nondiscrimination compliance reports within such time and upon such forms as provided by the Michigan Civil Rights

Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of the Professional and of each of their Consultant firms. The Professional will permit access to all books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain nondiscrimination compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended.

f) In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that the Professional has not complied with the contractual nondiscrimination obligations under this Contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the State Administrative Board may order the cancellation of the Contract found to have been violated, and/or declare the Professional ineligible for future Contracts with the State and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Professional complies with said order of the Michigan Civil Rights Commission.

Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Professional is declared ineligible to Contract as a contracting party in future Contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing Contract is a possibility, the State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

- g) The Professional shall also comply with the nondiscrimination provisions of 1976 PA 220, as amended, concerning the civil rights of persons with physical or mental disabilities.
- h) The Professional will include, or incorporate by reference, the nondiscrimination provisions of the foregoing paragraphs a) through g) in every subcontract or Contract Order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or Contract Order that said nondiscrimination provisions will be binding upon each of the Professional's Consultant's or seller.

#### ARTICLE XII CONTRACT CLAIMS AND DISPUTES

In any claim or dispute by the Professional which cannot be resolved by negotiation, the Professional shall submit the claim or dispute for an administrative decision by the Department of Technology, Management and Budget, Director of State Facilities Administration within thirty (30) consecutive calendar days of the end of the disputed negotiations, and any decision of the Director of State Facilities Administration may be appealed to the Michigan Court of Claims within one (1) year of the issuance of the Director's decision.

The Professional agrees that the Department's appeal procedure to the Director of State Facilities Administration is a prerequisite to filing a suit in the Michigan Court of Claims.

#### ARTICLE XIII DEFINITION OF TERMS

The definition of terms and conditions of this Contract are described and outlined in the following Articles I through XIV and attached appendices. The capitalized defined terms used in this Professional Services Contract shall have the following definitions:

ADDENDA: Written or graphic numbered documents issued by the Department and/or the Professional prior to the execution of the Construction Contract which modify or interpret the Project Bidding Documents, including drawings, and specifications, by additions, deletions, clarifications or corrections. The Addenda shall: (1) Be identified specifically with a standardized format; (2) Be sequentially numbered; (3) Include the name of the Project; (4) Specify the Project Index No., Project File No., the Contract Order No. Y, and a description of the proposed Addenda; and (5) Specify the date of Addenda issuance. As such, the Addenda are intended to become part of the Project Contract Documents when the Construction Contract is executed by the Professional's recommended lowest responsive, responsible qualified Construction Contractor.

An Addendum issued after the competitive construction Bid opening to those construction Bidders who actually submitted a Bid, for the purpose of rebidding the Project work without re-advertising, is referred to as a post-Bid Addendum.

AGENCY PROJECT MANAGER: The assigned staff of the Department or the State/client Agency authorized by the State to represent and act on behalf of the Project Director on a given Project and to thereby provide direction and assistance to the Construction Contractor. The Agency Project Manager may designate in writing a person to act on behalf of the Agency Project Manager when they are unable to perform their required duties or is away from the office. In such cases, the Agency Project Manager must notify the Construction Contractor and the Project Director.

AGENCY FIELD INSPECTOR: An employee of the State of Michigan under the direction of the State/client Agency who provides the on-site, Inspection of construction Projects for compliance with the study/design intent of the Professional firm's Contract Documents/drawings and specification requirements and the building construction codes. The Agency Field Inspector is the liaison between the Construction Contractor, the Professional, and the Agency Project Manager. The Agency Project Manager, or their Agency Field Inspector, has the authority to require the Professional to respond to and resolve study/design related problems, construction on-site field problems and to attend Project related meetings.

BID: A written offer by a construction Bidder for the Department. Project construction work, as specified, which designates the construction Bidder's base Bid and Bid price for all alternates.

BIDDER: The person acting directly, or through an authorized representative, who submits a competitive construction Bid directly to the Department.

BIDDING DOCUMENTS: The Professional's Project Contract Documents as advertised, and all Addenda issued before the construction Bid opening, and after the construction Bid opening, if the Project construction work is rebid without re-advertising. Bidding Documents shall consist of the Phase 500 - Final Design drawings and specifications, any Addenda issued, special, general, and supplemental conditions of the Construction Contract, and modifications, if any, to standard forms provided by the Department. Such forms consist of the Project advertisement, the instructions to Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the form of agreement between the Department and the Construction Contractor for the Project work requirements.

BID SECURITY: The monetary security serving as guarantee that the Bidder will execute the offered Construction Contract or as liquidated damages in the event of failure or refusal to execute the Construction Contract.

BUDGET: The maximum legislatively authorized Budget amount to be provided by the State of Michigan and available for a specific purpose or combination of purposes to accomplish the Project for this Contract.

BULLETIN: A standard document form (DTMB-0485, Bulletin Authorization No. and the DTMB-0489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders) used by the Department to describe a sequentially numbered change in the Project under consideration by the Department and the Professional and to request the Construction Contractor to submit a proposal for the corresponding adjustment in the Contract price and/or Contract time, if any. These standard document forms are a part of the "DTMB-0460, Project Procedures" documents package.

CONSTRUCTION CONTRACT: A separate written Contract agreement between the Construction Contractor and the Department for the construction, alteration, demolition, repair, or rebuilding of a State/Client Agency building or other State property.

CONSTRUCTION CONTRACTOR: Any construction firm under a separate Contract to the Department for construction services.

CONSTRUCTION INSPECTION SERVICES: The Professional's field Inspections of the Project during the construction Phase of this Contract which includes but is not limited to: (1) Documenting the quantity and quality of all Project construction work and verifying that the Project construction work is properly completed; (2) Resolve Project problems that are affecting the Project construction work, certify payment requests, process Bulletins, Contract Change Order recommendations, and requests for information (RFI's) in a timely manner as prescribed in the Department's, "MICHSPEC 2001 Edition of The Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" or the current Department, DTMB Short Form 401 - Proposal and Contract/Front-End Package for Small Projects for Professional Services Contractors (PSC) with General Conditions for Construction and Instructions to Bidders" as adopted and modified by the State of Michigan and incorporated into the Construction Contract; and the (3) Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's Project

Director/Agency Project Manager and their Department Field Representative that the Project construction work is in compliance with the Professional's design intent and that the Project has been completed by the Construction Contractor in accordance with the Professional's Phase 500 - Contract Documents/drawings and specifications requirements.

The Professional shall provide sufficient Inspections of the Project during the construction Phase to administer the construction Phase field and office services as directly related to the degree of Project complexity, up to and including full-time field Inspections. Construction field Inspections shall occur as the construction field conditions and the Project may require and during the regularly scheduled monthly progress and payment meetings.

The Professional shall use for their construction field Inspection services, only personnel having professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

CONSULTANT: Any individual, firm, or employee thereof, not a part of the Professional's staff, but employed by the Professional and whose professional service cost is ultimately paid by the State of Michigan, either as a direct cost or authorized reimbursement. This includes the recipient(s) of Contract Orders for material, support, and/or technical services. Also, included are persons and firms whose management and/or direction of services are assigned to the Prime Professional as may be provided elsewhere in this Contract.

CONTRACT CHANGE ORDER: A standard document form (DTMB-0403) issued and signed by the State of Michigan and signed by the Professional which amends the Project Design Professional's Contract Documents for changes in the Project/Program Statement or an adjustment in Contract price and/or Contract time, or both.

CONTRACT DOCUMENTS: The Professional's Phase 100 – Study, Final Report and Phase 500 - Final Design plans/drawings, specifications, Construction Contract, instructions to construction Bidders, proposal, Bidding Documents, agreement, conditions of the Contract, payment bond, performance/labor and material bond, prevailing wages, all Addenda, and attachments as may be necessary to comprise a Construction Contract for the Project. Specifications for this Contract will be prepared for Division 00 through 49, in the current version MasterFormat Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the Project.

CONTRACT MODIFICATION: A form (DTMB-0410) amending the Contract signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Project/Program Statement or previously unknown on-site field conditions as approved by the Department will be compensated to the Professional by way of the Contract Modification in accordance with the Article II, Compensation text of this Contract. Any Contract Modification of this Professional Services Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional's Phase 100 – Study, Final Report and Phase 500 - Contract Documents study/design errors, omissions or neglect on the part of the Professional.

CONTRACT ORDER: A form (DTMB-0402) issued and signed by the State of Michigan authorizing a Professional to: (1) Begin to incur Project expenses and proceed with the Project on-site; and (2) Provide professional services for the fee amount designated in the Phases of the Contract Order. Issuance of the DTMB-0402 certifies that: (1) The State will enter into a Professional Services Contract for the professional services described in the various Phases of this Contract; and that (2) The proper three (3) sets of Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the Professional's Professional Services Contract by the SFA, DCD Director.

DEPARTMENT: The Department of Technology, Management and Budget, Facilities and Business Administration, Design and Construction Division. The Department will represent the State of Michigan in all matters pertaining to this Project. This Professional Services Contract will be administered through the Department on behalf of the State of Michigan and The State/Client Agency.

DESIGN MANUAL: Provides the Professional with information regarding the Department's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" review process requirements regarding the uniformity in Contract materials presented to it by the Professional and the State/Client Agency(ies). This manual contains the following noted standards, instructions, and procedures information for: (1) General instructions for planning documents from Phase 100-Study through Phase 500-Final Design; (2) Net and gross area/volume; (3) Project cost format; (4) Outline architectural and engineering specifications; (5) Specifications in documentation Phase; (6) Instructions for proposal; (7) Bidders questionnaire; and the (8) Project job sign.

DIRECTOR: The Director of the Department of Technology, Management and Budget or their authorized State of Michigan representative.

DIRECTOR-SFA: The Director of the Department of Technology, Management and Budget, State Facilities Administration or their authorized State of Michigan representative.

DEPARTMENT FIELD REPRESENTATIVE: An employee of the State under the direction of the Department who provides the Inspection of construction Projects for compliance with the design intent of the Professional's Phase 500 - Contract Documents/ architectural and/or engineering drawings and specification requirements and the building construction codes. The Department Field Representative is the liaison between the Construction Contractor, the Professional, and the Project Director/Agency Project Manager. The Project Director/Agency Project Manager, or their Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project

meetings. Unless delegated by specific written notice from the Department, the Department Field Representative has no authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

INSPECTION: The Professional and their Consultant firm's on-site and/or off-site examination of the Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's, Project Director/Agency Project Manager and their Department Field Representative that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/ drawings and specifications requirements.

KEY PRINCIPAL PERSONNEL/EMPLOYEE: An individual employee of a Professional who is essential for the successful completion of the Project.

NOTICE OF INTENT TO AWARD: A written notice to the Construction Contractor, by the Department accepting the Professional's written recommendation to award the construction Bid to the lowest responsive, responsible qualified construction Bidder. The Notice of Intent to Award letter will also designate the Contract price and itemize the alternates that the Department, at its sole discretion has accepted.

PHASE: A discretely distinguishable step necessary to produce the Project in the course of the Professional providing study, design and construction administration services.

PRIME PROFESSIONAL SERVICES CONTRACTOR/PROFESSIONAL: An individual, firm, partnership, corporation, association, or other legal entity who is legally permitted by law to sign and seal final design construction Contract Documents and licensed under the State of Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, engineering, environmental engineering, geology, civil, land surveying, or landscape architecture services in the State of Michigan.

The Prime Professional Services Contractor/Professional is also legally permitted by the State of Michigan's regulation provisions of the State Construction Code, Act 230 of the Public Acts of 1972, as amended, and designated in a Construction Contract by the Department to recommend construction progress payments to the Construction Contractor.

PROJECT: Any new construction, existing site, new utilities, existing building renovation, roof repairs and/or removal and replacement, additions, alteration, repair, installation, construction quality control and material testing services, painting, decorating, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads authorized by the Department that requires professional study/design services as part of this Contract.

PROJECT COST: The total Project cost including, but not limited to, site purchase, site survey and investigation, hazardous material abatement, construction, site development, new utilities, telecommunications (voice and data), professional fees, construction quality control and material testing services, testing and balancing services, furnishings, equipment, plan(s)/drawing(s) design code compliance and plan review approval fees and all other costs associated with the Project.

PROJECT DIRECTOR: The professional licensed employee of the Department who is responsible for directing and supervising the Professional's services during the life of this Contract. The Project Director, or their Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project related meetings.

PROJECT/PROGRAM STATEMENT: The Project/Program Statement is provided by the Department and defines the scope of the problem, describes why this Project is desirable, and provides a preferred resolution of the problem.

PROJECT TEAM: The Professional, the Project Director/Agency Project Manager, Department Field Representative, a representative of the State/Client Agency, and others as considered appropriate by the Department.

PUNCH LIST: A list of minor construction Project items to be completed or corrected by the Construction Contractor, any one of which do not materially impair the use of the Project work, or the portion of the Project work inspected, for its intended purpose. A Punch List shall be prepared by the Professional upon having made a determination that the Project work, or a portion of the Project construction work inspected, in concert with the Professional, the Construction Contractor, the Department, the Project Director/Agency Project Manager and their Department Field Representative, and any construction manager, is substantially complete and shall be attached to the respective DTMB-0455, Certificate of Substantial Completion form. This standard document form is a part of the "DTMB-0460, Project Procedures" documents package.

SOIL EROSION AND SEDIMENTATION CONTROL: The planning, design and installation of appropriate Best Management Practices (as defined by the most current version of the Department's Soil Erosion and Sedimentation Control Guidebook) designed and engineered specifically to reduce or eliminate the off-site migration of soils via water runoff, wind, vehicle tracking, etc. and comply with the Soil Erosion and Sedimentation Control in the State of Michigan as regulated under the 1994 Public Act 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Soil Erosion and Sedimentation Control associated with this Contract will be monitored and enforced by the Department of Technology, Management and Budget, State Facilities Administration, Soil Erosion and Sedimentation Control Program.

STATE: The State of Michigan in its governmental capacity, including its departments, agencies, boards, commissions, officers, employees, and agents. Non-capitalized references to a state refer to a state other than the State of Michigan.

STATE/CLIENT AGENCY: A Department of the State of Michigan, for whose use the Project will ultimately serve, which requires professional design services.

SUBSTANTIAL COMPLETION: The form (DTMB-0445) stating that the Project work, or a portion of the Project work eligible for separate Substantial Completion, has been completed in accordance with the design intent of the Professional's Contract Documents to the extent that the Department and the State/Client Agency can use or occupy the entire Project work, or the designated portion of the Project work, for the use intended without any outstanding, concurrent work at the Project work site, except as may be required to complete or correct the Project work Punch List items.

SUSTAINABLE DESIGN: The Professional's use of a balance of appropriate materials, products and design methods that reduce the impact to the natural ecosystems and be within the Budget constraints of the Project. Sustainable Design shall be used wherever possible by the Professional in their Project design and an itemized list shall be provided with the Professional's Contract Documents that identifies the processes and products.

TASK: Shall mean the following: (1) A quantifiable component of design related professional study/design Task services required to achieve a Phase of the Project; (2) The most manageable sub-element within a study/design Phase; (3) A unique item of work within a study/design Phase for which primary responsibility can be assigned; and (4) Has a time related duration and a cost that can be estimated within a study, design, and construction Phase.

#### ARTICLE XIV COMPLETE AGREEMENT / MODIFICATION

This Professional Services Contract constitutes the entire agreement as to the Project between the parties. Any Contract Modification of this Contract and the Project/Program Statement scope of work requirements must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the Professional for correcting, or for responding to claims or litigation for the Professional firm's final design Contract Documents/study/design errors, omissions or neglect on the part of the Professional.

**APPENDIX 1** 

**PROJECT/PROGRAM STATEMENT** 

# **PROJECT STATEMENT**

#### STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET State Facilities Administration Design and Construction Division 3111 West St. Joseph Street Lansing, Michigan 48909

FILE NUMBER		PROPOSAL DUE DATE				
Various		Thursday, January 12.2023, at 2:00 p.m., EASTERN	N			
CLIENT AGENCY						
Department of Environment, Great Lakes, and Energy (EGLE)						
PROJECT NAME AND LOCATION						
2023 Environmental Indefinite Services Indefinite Delivery (ISID)						
PROJECT ADDRESS (if applicable)						
Various						
CLIENT AGENCY CONTACT		TELEPHONE NUMBER				
Bridget Walsh		(517) 420-6379				
DTMB - DCD PROJECT DIRECTOR		TELEPHONE NUMBER				
Indumathy Jayamani	(517) 582-1089					
WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:						
There is no Pre-Proposal Meeting required.						

**MANDATORY** (Check box if Mandatory)

LEIN Check (Department of Corrections ONLY) All contractor / vendor representatives attending Preproposal Walk Through Meeting must submit a Vendor / Contractor LEIN Request form <u>five business</u> <u>days prior to the meeting date</u> (See the attached Vendor/Contractor LEIN Request Form). Send the LEIN Request form, filled and signed, by email to Daniel T. Smith at email address: <u>smithD76@michigan.gov</u>. The <u>email "Subject" must include (facility name, project name, date, and time of Pre-Proposal Walk</u> <u>Through Meeting</u>).

#### PROJECT DESCRIPTION/SERVICES REQUESTED

Provide professional environmental ISID services for a variety of State or Federally funded cleanup sites. The professional will be required to effectively perform tasks at assigned contaminated and/or hazardous waste sites through appropriate screening/investigation and/or remedial/corrective action plan to abate human health or environmental risks or bring an assigned site to an acceptable closure in accordance with the applicable Part 201 or Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA) Public Act 451 of 1994, as amended and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and other relevant state and federal statutes and requirements. The Professional is required to refer to State and Federal statutes, procedures, guidelines, and the administration rules when providing the services or entering contracts with sub-consultants / subcontractors to provide the services. The Professional MUST upload their proposal to the State of Michigan Procurement website (SIGMA VSS). The Professional must use the attached appropriate forms to indicate the billing rates and questionnaires. The Professional may check one or more of the project types that they are interested in providing services. The State of Michigan reserves the right not to award the contract(s) or award the contract(s) to one or more firms.

Please NOTE:

- Proposal responses MUST be uploaded to SIGMA VSS. Please enter the total cost for all phases as the bid amount.
- Firms should only submit one (1) attachment (being less than 6 MB) for proposal submission. The attachment is to be the technical and cost proposal combined.
- Do not wait until just before the 2:00 p.m. solicitation deadline to submit your proposal response. SIGMA VSS will not allow a proposal to be submitted after 2:00 p.m., even if a portion of the

proposal response has been uploaded.

- If you experience issues or have questions regarding your electronic submission, you must contact the SIGMA Help Desk for assistance prior to the 2:00 p.m., solicitation deadline. You may contact the SIGMA Help Desk by telephone at 517.284.0540 or toll-free at 888.734.9749. You may also email the SIGMA Help Desk at sigma-procurement-helpdesk@michigan.gov
- Please email the Design and Construction Contract Specialists if you are having SIGMA VSS issues. Please include your SIGMA ticket number and any supporting documentation (i.e., screenshots) to Anne Watros (<u>WatrosA@michigan.gov</u>) and Don Klein (<u>KleinD4@michigan.gov</u>).
- You may be asked by our contract specialists to email your proposal. Emailed submissions will require DCD approval and will be handled on a case-by-case basis.
- Approved emailed submissions MUST be received prior to 2:00 p.m. deadline to be considered responsive and responsible.
- Responses should not be emailed to the Project Director.

#### NIGP CODES

90629; 91842; 91843; 92535; 92577; 92615; 92623; 92629; 92630; 92645; 92652; 92658; 92678; 92683; 92685; 92690; 92691; 92693; 92696; and 96273

#### DESIRED SCHEDULE OF WORK

Dependent on the assigned project

#### ACCEPTING RFP QUESTIONS UNTIL:

Please do not submit online questions via SIGMA VSS. ALL questions should be emailed to Indumathy Jayamani at <u>jayamanii1@michigan.gov</u> address no later than 2:00 p.m., Eastern on December 16, 2022.

REFERENCE STANDARDS: This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (EPA, OSHA, and DOT), state agencies (DHHS, EGLE, DNR, and MIOSHA), and any other local regulations and standards that may apply.

This form is required to be a part of the professional service contract. (Authority: 1984 PA 431)



## MINOR STATE CAPITAL OUTLAY PROJECTS

### REQUEST FOR PROPOSALS FROM PROFESSIONAL SERVICE CONTRACTORS

(Authority PA 431 of 1984)

For Indefinite Scope Indefinite Delivery Not-to-Exceed Fee, Billable-Rate

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET Request for Proposal for 2023 Indefinite Scope Indefinite Delivery (ISID) for Environmental Services Various Locations, Michigan

PROPOSAL DUE DATE: Thursday, January 12, 2023, 2:00 p.m., Eastern Time

#### **ISSUING OFFICE**

Department of Technology, Management & Budget State Facilities Administration Design and Construction Division



#### Minor State Capital Outlay Projects REQUEST FOR PROPOSALS

Part I - Technical Proposal Part II – Cost Proposal

#### Professional Services for DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET 2023 Indefinite Scope Indefinite Delivery (ISID) Contract for Environmental Services Various Locations, Michigan

### SECTION I GENERAL INFORMATION

#### I-1 <u>Purpose</u>

This Request for Proposals invites the prospective professional service contractor (Professional) to prepare a qualifications statement and proposal for an Indefinite Scope Indefinite Delivery (ISID) contract. ISID contracts provide the State of Michigan with a simple and streamlined qualifications-based selection process for obtaining professional environmental services for minor, emergency and / or routine investigation and remediation projects. Professionals holding an ISID contract may be contacted by a Department of Technology, Management and Budget (DTMB), State Facilities Administration (SFA), Design and Construction (DCD) Project Director to provide a specific proposal of services and fees for a particular project, which, if found acceptable, will then be assigned to that Professional under their ISID contract. Services requested may include, but not be limited to investigate, evaluate, design and supervise the implementation of abatements / remedies at assigned sites of environmental contamination under Parts 201 and 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA) Public Act 451 of 1994, as amended, Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980 (42 U. S. C. Chapter 103) and other relevant state / federal statutes and requirements. The services to be completed should encompass as a minimum the following phase(s) from DTMB's Sample Standard ISID Contract for Professional Environmental Services.

Projects will be located statewide, within both developed and undeveloped areas. Proposing firms must indicate regions and service areas in which they are willing to provide services, (refer to Questionnaire Articles 2 and 3, Project Types and Service Offered and Project Location, respectively).

The ISID contracts will supplement, but not replace, standard requests for proposals or qualifications as a method for obtaining professional services.

The 2023 Professional Environmental Services ISID contract will be limited to a term of three base years and one option year for assignments. A firm holding an ISID contract may not re-propose until their contract term is exhausted.

Firms with ISID contracts are eligible to participate in MIDeal, a cooperative purchasing program, local units of government, K-12 schools, state colleges and universities, and not for profit hospitals, may, if the firm agrees to participate, contract with an ISID contract holder at the billable rates specified in the ISID contract.

# Please Note:

# 1. FIRMS HOLDING ISID CONTRACTS ARE NOT GUARANTEED ANY ASSIGNMENTS

If DTMB, Design and Construction Division (DCD) determines that a particular project is suited to the ISID contracting method, The DCD Project Director will select an ISID Professional to provide a specific proposal of services and fee for that project. If the proposal is acceptable, the project will be assigned to that Professional under their ISID contract.

DCD reserves the option of requesting such proposals from more than one professional for a particular project.

ISID contracts may include, but not be limited to, the following phase(s) from DTMB's attached Sample Standard ISID Contract for Professional Environmental services.

<u>Phase</u>–

- 100 Study
- 300 Schematic Design
- 400 Preliminary Design
- 500 Final Design
- 600 Construction Administration Office Services
- 700 Construction Administration Field Services
- 900 Operation and Maintenance Management Remediation Facility

The minimum professional qualifications to complete the scope of work for this project are demonstrated experience in the successful planning and execution of similar projects in full accordance with all applicable Local, State, and Federal regulations.

### I-2 Project/Program Statement

See attached project/program statement for more detailed information. The Professional, by submitting a Technical (Part I) and Cost (Part II) Proposal to DTMB for evaluation, states that they can and will provide complete services when an individual project is assigned to them.

No increase in compensation to the Professional will be allowed unless there is a material change made to the scope of work of the project/program statement and the change to the project/program statement is approved in writing by DTMB, State Facilities Administration (SFA), Design and Construction Division (DCD).

### I-3 Issuing Office

This RFP is issued by the Department of Technology, Management and Budget (DTMB), on behalf of the State of Michigan and its Client Agencies. <u>PROPOSALS SHALL BE RETURNED</u> <u>TO THE ISSUING OFFICE via State of Michigan Procurement website – SIGMA VSS</u>.

The point of contact for all other items in this Request for Proposal is:

Indumathy Jayamani, Project Director Department of Technology, Management and Budget State Facilities Administration, Design and Construction Division Telephone Number: (517) 582-1089 Email: jayamanii1@michigan.gov

### I-4 Contract Award

Professionals are requested to submit a two-part proposal, Technical Proposal - Part I, including a Qualifications Questionnaire, and Cost Proposal - Part II. Proposals will be evaluated by an Ad Hoc Advisory Committee based on the Technical Portion - Part I eighty percent (80%) and the Cost Proposal - Part II twenty percent (20%) with the following tentative percentage breakdown:

The Technical Portion will include the following breakdown:

Capacity and Quality	30%
Experience	30%
Personnel Staffing	30%
Business Organization and Contract Understanding	5%
Special Factors	5%

The Cost Portion will include the following breakdown:

Professional Billing Rates	75%
Billing Rate Increase	25%

The professional firm must complete the Professional Questionnaire (Appendix III) and select the Project Types and Project Locations they wish to be considered for. Provide attachments illustrating a minimum of three (3) examples, with references, of successful projects performed in the last five years for each item selected. Please include all the submitted resumes for all Project Types under one (1) appendix.

DTMB will offer a contract to several professional firms recommended by the Ad Hoc Advisory Committee after evaluation of the proposals. Recommendation is expected within forty-five (45) days following the due date of the proposal.

The Professional must include signed PSC Certification forms and the Addendum Acknowledgment form located at the end of this RFP as part of your proposal response.

### I-5 Rejection of Proposals

The State of Michigan reserves the right to reject any or all proposals, in whole or in part, received because of this Request for Proposals.

### I-6 Incurring Costs

The State of Michigan is not liable for any cost incurred by the Professional prior to acceptance of a proposal and the award and execution of a contract and issuance of the state's contract order.

### I-7 Mandatory Pre- Proposal Meeting

NO MANDATORY PRE-PROPOSAL MEETING will be conducted by the Issuing Office for this Request for Proposal.

Questions that arise because of this RFP **MUST BE EMAILED to Indumathy Jayamani** at <u>jayamanii1@michigan.gov</u> to the issuing office no later than **Friday, December 16**, **2022**, at **2:00 p.m.**, Eastern time (ET). If it becomes necessary to amend any part of this RFP, addenda will be posted on the SIGMA VSS website.

### I-8 <u>Responsibilities of Professional</u>

The Professional will be required to assume responsibility for all professional services offered in their proposal whether they possess them within their organization or not. Further, the State of Michigan will consider the Professional to be the sole point of contact regarding contractual matters, including payment of all charges resulting from the contract. The prime professional shall possess a license to practice in the State of Michigan pursuant to the Occupational Code (PA 299 of 1980).

### I-9 <u>Proposals</u>

The professional must submit a complete, straightforward response to this Request for Proposal. The proposal should describe the professional's ability to meet the requirements of the Request for Proposal.

The proposal must be submitted electronically through the State of Michigan Procurement System (SIGMA VSS). No other distribution of proposals will be made by the Professional. To be considered responsible and responsive, proposals must be uploaded to SIGMA VSS on or before 2:00 p.m., Eastern time (ET), on Thursday, January 12, 2022. The proposal must be signed by an official authorized to bind the professional firm to its provisions. NO FACSIMILES OR E-MAILS OF THE REQUEST FOR PROPOSAL WILL BE ACCEPTED.

The proposal and attachments must be fully uploaded and submitted prior to the proposal deadline. **Please do not wait until the last minute to submit a proposal**, as the SIGMA VSS system **will not** allow a proposal to be submitted after the proposal deadline identified in the solicitation, even if a portion of the proposal has been uploaded.

SIGMA has a maximum size limit on file uploads. When uploading, your attachment(s) the attachment must be 6mb or less.

Also, when entering proposal amount, please enter the total cost amount as \$1.00. Bidder's failure to submit a proposal as required may result in being deemed nonresponsive.

Questions on vendor registration, proposal submissions, or navigation in the SIGMA VSS system can be answered by contacting the SIGMA Help Desk either by telephone at 517.284.0540 or toll free at 888.734.9749 or by email at <u>sigma-procurement-helpdesk@michigan.gov</u>

# SECTION II PROPOSAL FORMAT - PART I – TECHNICAL

The proposal must be submitted in the format outlined below. Paginate proposals and ensure that the proposals refer specifically to the project at hand. Proofread proposals for language and mathematical errors. The items shown below are considered in the Ad Hoc Committee proposal review of technical qualifications.

### II-I General Information and Project Team

State the full name, address, and SIGMA Vendor Number of the organization and, if applicable, the branch office, consultants or other subordinate elements that will provide or assist in providing the service. Indicate whether you operate as an individual, partnership, or corporation. If a corporation, include the state in which you are incorporated. State whether you are licensed to operate and practice in the State of Michigan.

### II-2 Understanding of Project and Tasks

The professional must demonstrate an understanding of the project being considered and the professional services needed to achieve the state's goal. State your understanding of the project requirements and summarize your plan for accomplishing the project. Outline your experience with similar projects, sites, and clients as examples.

Explain how your firm or project team is the best suited to provide the services required for this project and would provide the best value to the State of Michigan for this work.

## II-3 Personnel

The professional must be able to staff a project team which has the qualifications and expertise necessary to undertake the project. Include the full names of all personnel by classification that will be employed in the project.

Indicate which of these individuals you consider to be "Key Personnel" for the successful completion of these project types, identify them by position and classification and provide their resumes.

The Professional must identify all Key Personnel that will be assigned to this contract in the table below which includes the following:

- a. Name and title of staff that will be designated as Key Personnel.
- b. Key Personnel years of experience in the current classification.

- c. Key Personnel's roles and responsibilities, as they relate to this RFP, if the Professional is successful in being awarded the Contract. Descriptions of roles should be functional and not just by title.
- d. Identify if each Key Personnel is a direct, or consultant employee.
- e. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

The Professional must provide detailed, chronological resumes of all proposed Key Personnel, including a description of their work experience relevant to their proposed role as it relates to the RFP. Qualifications will be measured by education and experience with particular emphasis to experience on projects similar to that described in the RFP.

Provide an organization chart outlining authority and communication lines for each professional firm, including Key Personnel, including sub-consultants, client agency, and DTMB.

### II-4 Management Summary, Work Plan, and Schedule

This is for reference only and will be required for future assignments, but not required at this time. The professional must outline their work plan and methodology so that it is understood what services and deliverables will be provided, and the quality of the services and deliverables as well. Describe in detailed narrative form your plan for accomplishing the project. Describe clearly and concisely each professional task, event, and deliverable required for project completion. Do not simply reiterate language and tasks from the DTMB Professional Services Contract. Describe your constructability review and quality control plan. Include a detailed time sequenced – related but undated schedule, showing each event, task, and phase in your work plan. Allow time in the assignment schedule for the Owner's review.

### II-5 <u>Questionnaire</u>

The professional firm submitting a proposal must complete the Professional Questionnaire (refer to attached fillable form in Microsoft Word format). This questionnaire must be accompanied by a narrative addressing the items above.

# NOTE: Any information provided in one location can be referenced as needed in other locations

### II-6 <u>References</u>

Provide references, with contact information of previous clients, particularly for similar projects. Outline your experience with similar projects, sites, and contacts.

# SECTION III PROPOSAL FORMAT - PART II - COST

### III-1 Instructions and Information – Billable Rate

Outline the billable rates for the Professional's staff members who may be assigned to these projects. Specific proposals for individual projects will be obtained at the time of individual project assignment and shall correspond to all phases/tasks of the work plan requested at that time.

If sub-consultants are used for a particular assigned project, their fees shall be provided. **No mark-up** of the sub- consultants' fees or billing rates will be allowed.

Reimbursable Expenses: The State will reimburse the Professional for the actual cost of printing and reproduction of project deliverables such as surveys, reports, and bidding documents (drawings and specifications).

The State will also reimburse for U.S. Mail regular shipping or postage, soil borings, and any required laboratory testing. **No mark-up** of reimbursable expenses will be allowed.

The Professional firm's hourly billing rate shall be the actual amount paid for the employee services on the Project including fringe benefits, vacations, sick leave, other indirect costs, and profit. The Professional firm's hourly billing rates shall not change during the life of this Contract without written approval by the Department. See attached, **Overhead Items Allowed for the Professional Services Contractor Firm's Hourly Billing Rate Calculation**, for the guide to overhead items allowed for the professional services contractor firm's hourly billing rate calculation. Reimbursement for the Project/Program Statement scope of work requirements will be provided only for Department approved items authorized for reimbursement compensation in this Contract. The State will not reimburse the Professional for downtime, or for personnel involved in downtime due to mechanical problems or failure of Professional's or sub-consultant/subcontractor equipment.

Project related travel expenses (mileage, meals, lodging) for Projects <u>more than</u> one hundred (100) miles in one-way from the Professional's nearest office shall be treated as an authorized reimbursable expense at the State of Michigan's current travel rates based on DTMB's Vehicle and Travel Services Travel Rate.

### III-2 Identification of Personnel and Estimated Compensation

Provide compensation information for the Professional as well as any Sub-consultants. Note that employees of a separate professional firm or consultant, if proposed, should also be included, and noted.

### A. <u>Primary Professional and Sub-consultant(s) – Position, Classification and</u> <u>Employee Billable Rate Information</u>

Using the format of Form II-2-A (attached), identify the service being provided and the Professional's or Sub-consultant's employee(s) names and position classifications.

See Appendix II for guidelines for position classifications. For each employee, list the current hourly billable rate for each year covered under this proposal, Hourly billing rates shall include any anticipated pay increases over the life of the Professional's three-year ISID contract duration. Sub-consultant fees will be included in individually assigned project contracts as not-to-exceed reimbursable amounts.

For individual assigned projects, the proposal will identify the estimated cost for each task.

The total of all phases/tasks shall become the Professional's maximum not-to-exceed cost for the assigned project. Compensation for each phase will be in accordance with the attached sample contract Article II – Compensation.

The following items B, C, and D will be required only at the time a proposal for an individual assigned project is requested.

# Forms II-2-B, II-2-C, and II-2-D are for reference only and will be required for future assignments. These forms are not required for this proposal at this time.

## A. Fee with Anticipated Hours by Phase – for Individual Assigned Projects

Using the format of Form II-2-B, identify for each phase the estimated hours for each employee and include the billable rate for each employee. Provide totals.

### B. <u>Reimbursable Expenses – for Individual Assigned Projects</u>

Using the format of Form II-2-C, identify the phase number, firm name, and description of sub-consulting services, and/or description of all reimbursable direct expenses expressed as a not-to-exceed amount (travel over 100 miles one-way, printing, tests, etc.). Provide totals.

### C. <u>Total, Summarized by Phase – for Individual Assigned Projects</u>

Using the format of Form II-2-D, provide a total of the fees and reimbursable expenses, by phase, as outlined in items B and C above. The total of all phases shall become the Professional's maximum not-to-exceed contract for all design services. Compensation for each phase will be in accordance with the "Sample Standard ISID – Environmental Contract for Professional Services."

Use the attached forms to establish your total compensation and trade contract reimbursables.

The following instructions are to be used by the Professional Services Contractor firms to determine the hourly billing rate to use on State of Michigan Projects.

The Professional's Consultant must submit a separate hourly billing rate for the professional consultant services they will provide for State of Michigan Projects. No mark – up of the Professional's Consultant services hourly billing rates will be allowed.

The Department will reimburse the Professional for the actual cost of printing and reproduction of the Contract Bidding Documents, soil borings, surveys and any required laboratory testing services and use of field equipment. No mark-up of these Project costs will be allowed if services are performed in house.

### **2023 HOURLY BILLING RATE** Based on 2022 Expenses

### OVERHEAD ITEMS ALLOWED FOR THE PROFESSIONAL SERVICES CONTRACTOR FIRM'S HOURLY BILLING RATE CALCULATION

SALARIES:	EMPLOYEE BENEFITS:	INSURANCE:
Principals ( Not Project Related)	Hospitalization	Professional Liability Insurance
Clerical / Secretarial	Employer's Federal Insurance Contributions Act (FICA)Tax	Flight and Commercial Vehicle
Technical (Not Project Related)	Unemployment Insurance	Valuable Papers
Temporary Help Tax Technical Training Recruiting Expenses	Federal Unemployment Disability Worker's Compensation Vacation Holidays Sick Pay Medical Payments Pension Funds Insurance - Life Retirement Plans	Office Liability Office Theft Premises Insurance Key – Personnel Insurance Professional Liability Insurance
TAXES:	SERVICES (PROFESSIONAL)	EQUIPMENT RENTALS:
Franchise Taxes Occupancy Tax Unincorporated Business Tax	Accounting Legal Employment Fees	Computers Typewriter Bookkeeping
Single Business Tax Property Tax Income Tax	Computer Services Bond) Research Project / Contract Bond	Dictating Printing Furniture and Fixtures Instruments

### OFFICE FACILITIES: LOSSES:

## FINANCIAL:

Rents and Related Expenses Utilities Cleaning and Repair Bad Debts (net)

Depreciation

Uncollectible Fee Thefts (not covered by Project / Contract) Forgeries (not covered by Project / Contract)

Specifications (other than

Drawings (other than

Xerox / Reproduction

Contract Bidding documents)

Contract Bidding documents)

### SUPPLIES:

# Postage

Drafting Room Supplies General Office Supplies Library Maps and Charts Magazine Subscriptions

Photographs

PRINTING AND

DUPLICATION:

### SERVICES (NONPROFESSIONAL):

Telephone and Telegram

Messenger Services

### TRAVEL:

All Project – Related Travel\*

### MISCELLANEOUS:

Professional Organization Dues for Principals and Employees Licensing Fees

II-2-A. Position, Classification and Employee Billing Rate Information

# Firm Name

Yearly Hourly Billing Rate Increase

### XYZ, Inc. ≈2%

Position/Classification				
	Year 2023	Year 2024	Year 2025	Year 2026
Principal/Project Manager**	\$100.00	\$105.00	\$110.00	\$116.00
Senior Architect	\$100.00	\$105.00	\$110.00	\$116.00
Quality Control/Assurance	\$100.00	\$105.00	\$110.00	\$116.00
Licensed Surveyor**	\$90.00	\$95.00	\$99.00	\$104.00
Project Engineer**	\$90.00	\$95.00	\$99.00	\$104.00
Mechanical Engineer**	\$90.00	\$95.00	\$99.00	\$104.00
Sr. Structural Engineer	\$80.00	\$84.00	\$88.00	\$92.00
Electrical Engineer	\$80.00	\$84.00	\$88.00	\$92.00
Scientist/Surveyor	\$65.00	\$68.00	\$71.00	\$75.00
Staff Engineer	\$65.00	\$68.00	\$71.00	\$75.00
Staff geologist	\$65.00	\$68.00	\$71.00	\$75.00
CAD Operator	\$75.00	\$79.00	\$83.00	\$87.00
Technician	\$65.00	\$68.00	\$71.00	\$75.00
Field Technician	\$50.00	\$53.00	\$56.00	\$59.00
Technical Support	\$35.00	\$37.00	\$39.00	\$41.00

\*Billing Rate will be in accordance with the attached guideline page for instructions regarding the "Overhead Items used for Professional Billing Rate Calculation," and the "Sample Standard Contract for Professional Services," Article 5, Compensation Text.

\*\* Key Project Personnel

	TOTAL HOURS	BILLING RATE	TOTAL
POSITION/ CLASSIFICATION			
Principal/Project Manager	30	100.00	3,000.00
Senior Architect	17	100.00	1,700.00
Licensed Surveyor	9	90.00	810.00
Project Engineer	8	90.00	720.00
Mech. Engineer.	8	90.00	720.00
Sr. Structural Engineer	8	80.00	640.00
Electrical Engineer	22	80.00	1,760.00
Draftsperson	40	35.00	1,400.00
Quality Control	2	100.00	200.00
CAD Operator	42	35.00	1,470.00
SUBTOTAL	186		\$10,667.50

# II-2-B. Fee with Anticipated Hours and Billing Rate

# II-2C. Authorized Reimbursables -- Sub-consultants, Testing and Expenses

\*Firm's Mark-Up Percentage:\_\_\_\_\_

PHASE	NAME OF FIRM	DESCRIPTION OF SERVICES PROVIDED	TOTAL AMOUNT* (Including mark-up)
Phase 400	Forrest T. Arrea, Landscape Architect, Howell, Michigan	Design of Stormwater Management Rain Garden	500.00
Phase 500	XYZ Productions, Inc. Lansing, Michigan	Printing and reproduction of bidding documents	500.00
Phase 500	Forrest T. Arrea, Landscape Architect, Howell, Michigan	Design of Stormwater Management Rain Garden	500.00
	SUBTOTAL		\$ 1,500.00

# III-2D. Total, Summarized by Phase

PHASE	Phase 300	Phase 400	Phase 500	Phase 600	Phase 700	TOTAL
Professional Fee	1,597.50	2,820.00	3,970.00	1,120.00	1,160.00	10,667.50
Reimbursable Expenses	0.00	750.00	1,250.00	0.00	500.00	1,500.00
SUB-TOTAL	1,597.50	3,570.00	5,220.00	1,120.00	1,660.00	
TOTAL CONTRACT AMOUNT						\$ 12,167.50



# **Certification of a Michigan Based Business**

(Information Required Prior to Contract Award for Application of State Preference/Reciprocity Provisions)

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline: or

If the business is newly established, for the period the business has been in existence, it has:

(Check all that apply):

- Filed a Michigan single business tax return showing a portion, or all the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL ~208.1 208.145: or
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or

Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

Bidder qualifies as a Michigan business (provide zip code: \_\_\_\_\_)

Bidder does not qualify as a Michigan business (provide name of State:	).
--	----

Principal place of business is outside the State of Michigan, however
service/commodity provided by a location within the State of Michigan (provide zip
code:)



## DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET State Facilities Administration Design & Construction Division

Bidder:

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.264.



# **Responsibility Certification**

The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not had a felony conviction in any state (including the State of Michigan).
- (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid rigging, or a violation of state or federal anti-trust statutes.
- (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (e) Has not been terminated for cause by the Owner.
- (f) Has not failed to pay any federal, state, or local taxes.
- (g) Has not failed to comply with all requirements for foreign corporations.
- (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
- (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
  - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
  - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.



- iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the period required.
- iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
- v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
- vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
- (j) Is NOT an Iran linked business as defined in MCL 129.312.

I understand that a false statement, misrepresentation, or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

Bidder:

Authorized Agent Name (print or type)

Authorized Agent Signature & Date

I am unable to certify to the above statements. My explanation is attached.





# ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No. \_\_\_\_ dated: \_\_\_\_\_,

No. \_\_\_\_ dated: \_\_\_\_\_ No. \_\_\_\_ dated: \_\_\_\_\_



# 2023 Indefinite Scope Indefinite Delivery (ISID) Contract for Professional Environmental Consulting Services Scope of Work

## SUMMARY

The State of Michigan is requesting the services of Professional Services Contractor(s) to provide high-quality environmental services to investigate, evaluate, design, and supervise the implementation of abatements/remedies at assigned sites of environmental contamination under Parts 201 and 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA), 1994 P.A. 451, as amended; Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); and other relevant federal statutes and requirements. The State intends to form a list of firms for several project types. If the professional chooses to be considered for one or more of the project types, the Professionals must be able to perform tasks required by each checked project type to bring the assigned site(s) into compliance with current state and federal environmental requirements.

For the list, preference will be given to firms, in the State of Michigan, generally meeting the following requirements.

- Experience working at Parts 201 and 213 of NREPA 1994 P.A. 451, as amended sites.
- Experience working at CERCLA regulated sites.
- Experience in conducting effective environmental assessment, RI, and FS services.
- Experience in conducting effective vapor intrusion to indoor air assessments and mitigation of vapor intrusion risks to both residential and non-residential structures.
- Experience with the development of human health and ecological risk assessments.
- Experience with database development and management.
- Ability to perform sampling and provide technical review and Quality Assurance/Quality Control (QA/QC) of provided laboratory data.
- Ability to provide comprehensive professional services for the assigned projects.
- Accounting systems with capability to provide detailed cost documentation.

- Consideration will be given to the number and location of the satellite offices, record of past performance, and financial and technical resources.
- Expertise with the selected project type(s).

A number of contaminated sites have been identified in Michigan. This includes sites appearing on the list of contaminated sites authorized by Part 213 and Part 201 of the NREPA 1994 PA 451, as amended. Major steps in resolving the contamination problems at these sites are environmental assessment/investigation and abatement. The State, through review and evaluation of the responses to this RFP, anticipates selecting one or more Professionals to place on a list to provide environmental services on small, urgent, and simple projects. The professional will be required to provide professional environmental services, technical staff, and support personnel for the ISID minor projects on an as- needed basis for various State/Client Agencies within the State of Michigan.

The executed contract will be for professional environmental services for an unspecified number of ISID projects. The scope of work for each assigned project will be defined at the time the project is awarded by the State to the Professional. The professional environmental services required for each of these assigned projects requested by the Department may include any or all the Tasks included in the Phase 100 – Study through the Phase 900 – Operation and Maintenance Management as detailed in the attached SAMPLE contract.

### SCOPE OF WORK

The typical environmental services to be performed at these sites under these ISID contracts may include but not be limited to:

- 1. Asbestos / Lead / Mold / Biohazard / Free Product / Regulated Waste Survey / Abatement
- 2. Brownfield Development
- Ecological Risk Assessment / Forestry and Land Management / Wetland Mitigation / Streams and Lakes Restoration
- 4. Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- 5. Environmental/ Roto Sonic Drilling / Well Abandonment
- 6. Ground Penetrating Radar (GPR) / Laser-Induced Fluorescence (LIF) Field Screening
- 7. Landfill Maintenance / Monitoring
- 8. Nuclear Waste Management / Disposal / Remediation
- 9. Per-& Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation
- 10. Phase I / Phase II / Baseline Environmental Assessments
- 11. Remediation Systems Design / Construction Oversight / O&M / Decommissioning
- 12. Specialty Sub-Surface / Utility Inspection / Sewer Camera / Cleaning

13. Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil Excavation / Closure

14. Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

While performing this work, the consultant may be required to develop site specific project work plans, health, and safety plans (HASPs), quality assurance/quality control plans, bid specifications, and community relations plans.

In addition to these activities, the State may request the Professional to perform the following additional tasks, including but not limited to: assisting the State in acquiring site access; professional assistance for assessing potential uncontrolled hazardous material sites; obtain any permits which are required for the performance of the work; conduct work in a timely manner; ensure security of the site and equipment; comply with the State Environmental Policy Act and local, State and Federal permit requirements prior to conducting remedial actions; provide enforcement support, such as documentation of facts and information about a site and expert testimony during enforcement proceedings; and provide other program development and management assistance for the State departments/agencies. This assistance may include review of plans, drawings, specifications, proposals, technical reports, and other work products associated with a hazardous substance/contaminated site where a release has occurred or is likely to occur; the assessment of environmental and public health risks; record searches; historical reviews; research on technical issues; and personnel training.

### ASSIGNMENTS

Services will be requested for an assigned project and will be in accordance with a cost proposal submitted and approved at that time. The professional is expected to have the costs of all required activities needed to complete the assignment.

Individual project assignments will be based on a written Statement of Objectives provided by the State and a proposal from the Professional to perform the scope of work. It is anticipated the assigned work will be completed before the expiration date of the Contract. However, assignments made during the period of the Contract may include work that will continue after the end date of the Contract period. If the State determines there is an imminent endangerment of human health or the environment, design of an emergency abatement system may be assigned under the Contract.

### **DISPOSAL OF WASTE**

Any wastes generated during the performance of work under this Contract must be disposed of in conformance with all applicable state and federal laws, rules, and/or regulations. For all wastes being disposed under this Contract, it is the responsibility of the Professional to ensure compliance with this directive.

The Professional shall sign waste manifests on behalf of the State attesting to the accuracy and completeness of the manifest, when requested, at sites for which they are performing oversight. The State will retain generator status for these wastes. If necessary, the State will provide a letter to the Professional conveying this authority.

The Professional shall properly dispose of any samples they retain during site work upon written permission from the Agency Project Manager. Disposal of samples is not a billable expense but may be included in the Professional's overhead.

### ENVIRONMENTAL DRILLING

The Professional shall competitively bid environmental drilling work to at least three (3) drilling contractors for each drilling assignment unless the Professional can demonstrate to the Agency Project Manager's satisfaction that there is only one qualified firm who can adequately perform the work as specified. If the Professional determines the services of a specific drilling firm are required, the Professional must state those reasons in writing to the Agency Project Manager for concurrence. The written request will address cost effectiveness, time constraints, geologic situations, and drilling methodologies.

The format and process used for bidding will be in accordance with industry standards and based upon a method chosen by the Professional that is most advantageous to the State. The frequency of bidding necessary within one project assignment will be decided upon between the Professional and the Agency Project Manager. Copies of all bid documents will be provided to the Agency Project Manager. Costs incurred by the subcontractor for environmental drilling shall be billed to the State as a reimbursement.

<u>Ineligible Costs</u> - The Professional cannot bill the State for the drilling subcontractor's time to develop work plans, prepare bid specifications for work plans, or to attend site safety meetings.

<u>Billing Rates</u> - If a drilling subcontractor provides other technical services such as geophysical testing, then the Professional must submit billing rates, fees, resumes, wages, and salary ranges for that Subcontractor.

<u>Downtime for Equipment and Supplies</u> - The Agency Project Manager has the option to purchase supplies and equipment. If the State purchases equipment for use at a site, the State is responsible for that equipment and may need to compensate the Professional for downtime or demobilization costs if the equipment does not function properly. If the Professional furnishes supplies and equipment that do not function properly and causes downtime, the State will not compensate the Professional for the downtime. Also, the State will not reimburse the Professional for backup supplies and equipment. The State will only reimburse the Professional for supplies and equipment used at the site or that must be available as indicated specifically by the health and safety or work plan.

### LABORATORIES

The Professional may be required to obtain samples, prepare them for shipping, ship, and pick up samples or any other activity associated with sample collection and interpretation as determined necessary by the Agency Project Manager.

All laboratory analyses shall be performed by the EGLE lab, unless the Agency Project Manager approves use of a current ISID Environmental Laboratory contract holder, an EPA -CLP lab, or another lab as deemed necessary by the State. If a private lab, other than an ISID State Contract Lab, is to be used to perform the analyses, prior written permission by the Agency Project Manager is required. The private lab must report data in a format consistent with the format used by the State and must include the same level of detail regarding QA/QC documentation and chain of custody records.

### EQUIPMENT AND SUPPLY PURCHASES AND RENTAL PROCEDURES

Certain Agency procedures may apply to equipment, supplies, surveys, and other items as specified by the Project Director/Agency Project Manager and will be treated as reimbursements or Other Direct Costs (ODCs). Computers and computer related materials may be included as part of such procedures; however, prior written approval from the Department regarding computers and software must be secured.

If an item will be consumed or would be expected to be rendered unusable during the project assignment, then renting is not a viable alternative and purchasing the item is necessary. Examples of consumption are bags of cement and installed casing. Examples of items expected to be rendered unusable are tyveks and disposable bailers. If the rental price or price of using the Professional's equipment exceeds the purchase price the item shall be purchased.

If renting is an option, the cost shall be based upon the expected time of usage of that service or equipment or supply. The rental charge or charge for the Professional's equipment shall include maintenance, calibration, parts replacement, and service charges for the equipment. A table recording the costs incurred to date to rent equipment, or to use the Professional's equipment, shall be included in each monthly progress report. This table shall also include the purchase price for each piece of equipment. Each item required for the project shall be listed separately.

At the end of the project, the State has the OPTION to accept ownership of a purchased piece of equipment.

If an assignment must be modified to provide for additional scope of work, the cost effectiveness of purchasing, renting, or using the Professional's equipment must be determined for the additional work.

All deposit charges will be paid by the Professional and will not be reimbursed by the State.

### HEALTH AND SAFETY PLANS (HASP)

The nature of the work to be performed under this Contract is hazardous.

In addition to Health and Safety Plan requirements noted in the Phase/Task section of the Contract the following will also apply:

The Professional shall satisfy **29 CFR 1910.120** and Section 24 of Act 154 PA 1974 as amended and corresponding rules and all federal, state, and local statutes, regulations, ordinances, etc., regarding health and safety **(40 CFR 35.6055(b)).** 

**Prior** to executing any work at the assigned site, the Professional shall develop and submit all HASPs for the site to the Agency Project Manager for review, acceptance, and inclusion into the work plan.

The Professional shall arrange for all its employees that will be working on a contaminated site to attend a health and safety training course, and/or a personnel protection course. The Professional is responsible for all costs related to the training. When requested by the State, the Professional must provide proof of completion of health and safety training for each employee working on a site prior to the employee entering the site for any purpose.

The Professional will ensure that employees and sub-consultant's/subcontractor's employees wear protective clothing and use equipment specified in the site Health and Safety Plan at all times the employee is on the site.

Health and Safety Training and Medical Monitoring are not considered reimbursable items under this Contract. When working in any level of safety equipment, the level itself does not dictate additional costs, but the equipment costs above Level D are reimbursable.

### INVOICING AND PAYMENT PROCEDURES

Documentation for payment will be submitted monthly per the requirements in the Contract. Project costs will be reimbursed to the Professional on an as-incurred basis in accordance with the terms of the Contract for Professional Services. Invoices received covering service periods for which the progress reports have not been received by the State will not be processed until the progress reports are received. These will be considered incomplete invoices.

Each invoice that includes labor will include a one-page summary sheet that lists by date the name of the individual providing the professional service, the individual's position/classification, hours worked that day, and hourly billing charge. Each invoice that includes reimbursable expenses will include a one-page summary with the following categories: Meals, Lodging, Travel, Shipping, Equipment Rental, Field Supplies/Equipment Purchase, sub-consultants, and Miscellaneous. Under Meals and Lodging categories, the date, name of the individual and total daily cost will be included. Under Travel category, the Professional will include the date, name of the individual, total mileage (above the allowed amount specified in the Contract), mileage rate, and total daily cost. Under Shipping, the Professional will include the date shipped, description of item shipped (e.g., tech memo, etc.) and the cost to ship the item. Under Equipment Rental, the Professional will include the range of dates equipment rented, description of equipment rented and rental cost. Under Field Supplies/Equipment Purchase and Miscellaneous categories, the Professional will include the date purchased, description and purpose of the item purchased and the cost. Under subconsultants/subcontractors, the Professional will list the date of the subconsultant/subcontractor work, name of the sub-consultant/subcontractor, description of work conducted, and the cost. The cost for each category will be totaled.

<u>Contract Close-Out</u> – Final payment shall be withheld until all deliverables have been received and accepted by the State. In addition, the Professional will be required to submit to the Agency Project Manager, an unconditional waiver, signed by an authorized representative of each sub-consulting/subcontracting firm, used on the project, indicating that they have been paid in-full by the Professional for all work performed.

### LITIGATION SUPPORT

The Professional's personnel and the personnel of its sub-consultants/subcontractors will be required, if requested by the Agency Project Manager on behalf of EGLE's attorneys, to provide assistance to the State in the form of participation in legal actions against alleged responsible parties for violation of state and/or federal environmental law or the recovery of public expenditures regarding any of the operations the Professional or its sub-consultants/subcontractors are involved in under this Contract. This assistance may include, but is not limited, to the preparation of reports and assisting state and/or federal attorneys in preparation of the government's case, including the preparation and execution of interrogatories, affidavits, and testimony as a fact witness.

The State will reimburse the Professional for such assistance as described above at the contractually approved rates for the Professional's personnel at the time services are required. The Professional shall insert an identical obligation to provide such assistance in all sub-consultants/subcontractor agreements to perform work under this Contract. Failure to meet the requirement of this section shall be considered a breach of this Contract.

In addition, the Professional agrees that upon the Agency Project Manager request on behalf of the State attorney, that the Professional's personnel or the personnel of its subconsultants/subcontractor will appear at trial as an expert witness. If expert testimony is requested, the Professional and State mutually agree while the State cannot, due to Section 2164 of the Revised Judicature Act, guarantee to pay the Professional's personnel any sum in excess of the current per day expert witness fee, the State attorney may ask the court to permit the State to pay the Professional's personnel for the appearance as an expert witness on behalf of the State, at a rate equal to the rate of the employee's contractually approved rates at the time services are required, for the actual time of court appearance plus travel time and standard expenses as defined in the Contract. To the extent that the court grants such a request, the Professional agrees to reimbursement at such rates.

- 1. If the Professional receives a subpoena or if an Assistant Attorney General assigned to the site requests information regarding one of the Professional's assignments, the Professional may release that information without the Agency Project Manager's prior written permission. However, the Professional must provide, in writing, to the Agency Project Manager a letter documenting what information has been released, to whom and when. Any other requests to release information continue to require the Agency Project Manager prior written permission. The party requesting the information has an obligation to pay for any copying costs. If the State requests duplicate copies, the State will reimburse the Professional for copying costs.
- 2. If a party other than the State requests the Professional provide testimony regarding an assignment for which they have performed work under this Contract, either through deposition or testimony in court, the State will <u>NOT</u> reimburse the Professional for that testimony. Depositions or testimony requested by parties other than the State are not covered by this Contract, and payment for a deposition or testimony may be prohibited by MCL 600.2164.

3. If a State Assistant Attorney General requests the Professional assist in preparation for litigation, i.e., answering interrogatories, preparing for trial via interviews, and discussions concerning the site, this time is reimbursable under this Contract.

### PROJECT CONTROL REPORTS AND DELIVERABLES

1. Deliverables

The Professional shall provide electronic copies of all final reports, plans, specifications, drawings, and other significant deliverables in Microsoft Word, Excel, AutoCAD, and ArcGIS as applicable, as well as in separate PDF format, provided on one (1) portable media device. Reports that require submittal into RIDE shall be submitted by the Professional as applicable. In addition, the Professional shall provide one unbound, reproducible copy of each deliverable for each of the assigned projects or as specified in the assigned project scope of work. The Department/Agency will be responsible for obtaining access to the assigned sites, providing a map for the assigned sites, and where applicable, previous investigation/analytical results for work conducted at the assigned sites.

- 2. Project Control
  - A. The Professional will carry out the assignments under this Contract under the direction of the Project Director and/or the Agency Project Manager.
  - B. The Professional will submit brief written monthly (or any other interval deemed necessary by the State) progress reports that outline: the work accomplished during the reporting period including basis for significant decisions; work to be accomplished during the subsequent reporting period; daily field activity logs; problems, encountered or anticipated; notification of any significant deviation from the approved work plans; and budget/expenditure information including: project budget, cumulative expenses, projected expenses, and explanations of budget deviations for each major task. <u>Staff time and costs to correct errors, omissions, and deficiencies in the work are not reimbursable.</u> The Agency Project Manager may adjust the frequency of reports depending upon the nature of the project or phase of a particular project.
- 3. Reports

All project reports required as deliverables to this Contract will begin with an Executive Summary.

This will briefly outline the conditions encountered at the site, work performed at the site, conclusions drawn from this work, a list of the recommended alternatives for site remediation (where applicable), and a short description of any specifications prescribed by the report. The Executive Summary will be a synopsis of all information presented in the report and organized in logical manner to present an overview of the specific report. Each assignment will require specific reporting requirements.

The following are examples of reports that may be required from the Professional:

- A. Monthly progress reports.
- B. Draft and Final Preliminary Site Investigation Work Plans and assessment reports
- C. Draft and Final FS/RI Work Plans and reports
- D. RI technical memoranda for groundwater sampling, surface water sampling, soil/sediment sampling, air quality sampling, and site hazards assessment. The technical memoranda should summarize the data and collection techniques and include an evaluation of the data.
- E. Daily field logs which include equipment and supply charges and personnel on site. These shall be maintained and attached to the corresponding monthly-progress reports.

The following tasks may be required to produce reports/work products listed above:

- Community Relations
- FS (including Risk Assessment)
- Natural Resource Damage Assessment (NRDA)
- UST removal/closure and other Related Work
- Potentially Responsible Party (PRP) Identification
- Preliminary Site Investigation
- Risk-Based-Corrective-Action Activities
- RI and recommendations
- Baseline Environmental Assessments Review
- Contract Transition Tasks

All draft documents and communications with the State regarding guidance, input, acceptance, and approval shall be marked "DRAFT" and "Deliberative Process – FOIA Exempt". Information so designated shall not be provided in response to a Freedom of Information Act (FOIA) request.

4. The Professional and/or its sub-consultants/subcontractors shall follow the current edition of ASTM Standard D 5299-92 (Standard Guide for Decommissioning Ground Water Wells, Vadose Zone Monitoring Devices, Boreholes, and Other Devices for Environmental Activities) and other guidance as provided by the State as a performance standard for monitoring well, soil boring, and vadose zone monitoring device abandonment.

### **SELECTION CRITERIA**

Responses to this RFP will be evaluated based upon the technical merit, conciseness, clarity, creativity, thoroughness of the proposal, understanding of the assignments and contract requirements. Also, evaluations of qualifications and experience will be conducted for each of the project types checked in the proposal.

Depending on available funding for cleanup activities, the State anticipates awarding contracts to one or more professionals meeting the requirements of the RFP and receiving the highest scores in the evaluation. The State reserves the right not to award the contract(s) or award contract(s) to one or more firms for the submitted proposals. The State may reject proposals in whole or in part and may waive any informality or technical defects if, in the judgment of the selection committee, the best interest of the State will be served.



### Department of Technology, Management and Budget 2023 Indefinite-Scope Indefinite-Delivery – Request for Qualifications Professional Environmental Consulting Services Questionnaire Various Locations, Michigan

**INSTRUCTIONS:** Firms shall complete the following information in the form provided. A separate sheet may be used if additional space is needed; please key the continuation paragraphs to the questionnaire. Answer questions completely and concisely to streamline the review process. If you provide information in this questionnaire that is relevant to any other parts of the proposal, please reference the article numbers to avoid repetition.

### ARTICLE 1: BUSINESS ORGANIZATION

 Full Name: <u>Click or tap here to enter text.</u> Address: <u>Click or tap here to enter text.</u> Telephone and Fax: <u>Click or tap here to enter text.</u> Website: <u>Click or tap here to enter text.</u> SIGMA Vendor ID: <u>Click or tap here to enter text.</u>

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: <u>Click or tap here to enter text.</u>

If awarded a contract and / or subsequent assignment(s), state the specific SIGMA business address which you would like associated for all communication (Contracts, Contract Order, Contract Modifications and Payments)? <u>Click or tap here to enter text.</u>

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include persons name, title, address, email and phone number. <u>Click or tap here to enter text.</u>

2. Check the appropriate status:

Individual firm Association Partnership Corporation, or Combination –

Explain: Click or tap here to enter text.

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: <u>Click or tap here to enter text.</u>

Include a brief history of the Professional's firm: Click or tap here to enter text.

3. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions.

- 4. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. <u>Click or tap here to enter text.</u>
- 5. Provide a four year rate schedule per position.

### ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

Identify the project types and professional services for which your firm is exceptionally qualified and experienced. Contractor should have the capability to form potential teams with adequate experience in environmental investigation and remediation services. Provide attachments illustrating a minimum of three examples, with references, of successful projects performed in the last five years for each item checked. Identification of specialties will assist the State project directors/managers in matching firms with projects.

□ Asbestos / Lead / Mold / Biohazard / Free Product / Regulated Waste Survey /

### Abatement

- □ Brownfield Development
- Ecological Risk Assessment / Forestry and Land Management / Wetland
   Mitigation / Streams and Lakes Restoration
- Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- □ Environmental/ Roto Sonic Drilling / Well Abandonment
- Ground Penetrating Radar (GPR) / Laser-Induced Fluorescence (LIF) Field
   Screening
- □ Landfill Maintenance / Monitoring
- □ Nuclear Waste Management / Disposal / Remediation
- Der-& Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation
- D Phase I / Phase II / Baseline Environmental Assessments
- □ Remediation Systems Design / Construction Oversight / O&M / Decommissioning
- □ Specialty Sub-Surface / Utility Inspection / Sewer Camera / Cleaning
- □ Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition /
- Soil Excavation / Closure
- □ Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

### ARTICLE 3: PROJECT LOCATION

Identify the regions where your firm can most efficiently provide services. Assignments may vary from the regions checked, depending on the specialties and services required.

- □ Western Upper Peninsula (west of Marquette)
- □ Eastern Upper Peninsula (east of Marquette)
- □ Northern Lower Peninsula (north of Grayling)
- □ Saginaw Bay area (east of 127, north of I-69 and M 57, south of Grayling)
- U Western Lower Peninsula (west of 127, north of Muskegon, south of Grayling)
- □ Central Lower Peninsula (east of Battle Creek, west of Chelsea, south of M 46 and M 57)
- □ Southwestern Lower Peninsula (west of Battle Creek, south of Muskegon)
- □ Southeastern Lower Peninsula (east of Chelsea, south of I-69)

### **ARTICLE 4: CONTRACT UNDERSTANDING**

The following items should be addressed on the assumption that your firm is awarded an Indefinite-Scope, Indefinite-Delivery contract. (See attached sample contract).

4.1 Is it understood that your firm is required to respond to small projects (less than \$25,000) as well as larger projects?

Yes □ No □

4.2 Is it understood that there is no guarantee of any work under this contract?

Yes □ No □

4.3 Is it understood that your firm will be required to execute the attached standard State of Michigan contract language for professional services?

Yes 🗆 No 🗆

4.4 Is it clearly understood that professional liability insurance is required at the time of execution of the ISID contract? (See Article 5 of the attached Sample Contract.)

Yes 🗆 No 🗆

4.5 Is it understood that your firm must comply with State of Michigan law as it applies to your services?

Yes □ No □

4.6 Does your firm have prior experience working with the State of Michigan?

Yes □ No □

If yes, explain: Click or tap here to enter text.

### ARTICLE 5: CAPACITY AND QUALITY

5.1 Briefly describe your firm's methods and procedures for quality control for your deliverables and services.

Click or tap here to enter text.

5.2 Has your firm been involved in claims or suits associated with professional services errors and / or omissions?

Yes □ No □

If yes, explain: Click or tap here to enter text.

5.3 Will there be a key person who is assigned to a project for its duration?

Yes 🗆 No 🗆

5.4 Please present your understanding of the relationship between your firm, the DTMB Design and Construction Division, and the State Agency for whom a project will be completed.

Click or tap here to enter text.

5.5 Describe your approach if a bidder proposes a substitution of a specified material during bidding.

Click or tap here to enter text.

5.6 Describe your approach if a contractor proposes a substitution of a specified material or detail with shop drawing submittals or in construction.

Click or tap here to enter text.

5.7 How will your firm provide consistent and continuous communication pertaining to project activities and project status to the State of Michigan during the progress of projects?

Click or tap here to enter text.

5.8 Does your company have an FTP or similar site for quick posting and distribution of information, drawings, field inspection reports, and other communications?
 Yes □ No □

5.9 Describe your method of estimating construction costs and demonstrate the validity of that method.

Click or tap here to enter text.

5.10 Describe your approach to minimizing construction cost over-runs.

Click or tap here to enter text.

5.11 What percentage of the construction cost should be devoted to construction administration (office and field)?

Click or tap here to enter text. %

5.12 What portion of the assigned work will be performed with your staff and what portion will be provided by sub-consultants?

Click or tap here to enter text. %

5.13 On a typical project, what would be your response time, from the time receive a project assignment to starting investigation and design work? A typical project might be one involving several disciplines and in the neighborhood of a \$25,000 fee.)

Click or tap here to enter text. Days/Weeks

5.14 How do you assess whether a construction bidder is responsive and responsible?

Click or tap here to enter text.

5.15 Describe your experience with similar ISID contracts.

Click or tap here to enter text.

5.16 Describe your approach to a construction contractor's request for additional compensation for a change in the project scope.

Click or tap here to enter text.

5.17 Is a sample of field activity logs detailing a 1-week period (from one of the three (3) prior experience sites) and a weekly report provided?

□Yes □No

### **ARTICLE 6: PERSONNEL STAFFING**

6.1 Is an organizational chart that includes each person on your project team and their identified roles for a typical assigned project provided?

□Yes □No

6.2 Please fill out the following information regarding the personnel your firm considers key to the successful completion of the study or project scope of work:

### Key Personnel 1

Name: Click or tap to enter text Job Title: Click or tap to enter text Labor Classification: Click or tap to enter text College Degree(s): Click or tap to enter text

# Has this individual successfully completed 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training with an up to date 8 hour HAZWOPER refresher training?

□Yes □No

Key Personnel 2

Name: Click or tap to enter text

Job Title: Click or tap to enter text

Labor Classification: Click or tap to enter text

College Degree(s): Click or tap to enter text

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? □Yes □No

### Key Personnel 3

Name: Click or tap to enter text Job Title: Click or tap to enter text Labor Classification: Click or tap to enter text College Degree(s): Click or tap to enter text

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? □Yes □No

### Key Personnel 4

Name: Click or tap to enter text Job Title: Click or tap to enter text Labor Classification: Click or tap to enter text

College Degree(s): Click or tap to enter text

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? □Yes □No

### Key Personnel 5

Name: Click or tap to enter text Job Title: Click or tap to enter text Labor Classification: Click or tap to enter text College Degree(s): Click or tap to enter text

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? □Yes □No

6.3 Does the Professional Project Manager (PM) have at least three years' experience as a PM? □Yes □No

6.4 Does the Professional PM have a minimum of 10 years' experience with similar projects? □Yes □No

6.5 Are the resumes for the key personnel provided? □Yes □No

### **ARTICLE 7: SPECIAL FACTORS**

Include a brief description of your firm's special qualifications such as awards, recognitions, innovations, etc. that would pertain to this RFP. (As examples: any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm appropriate to this project, financial capacity, etc. Respondents may say anything they wish in support of their qualifications). Click or tap here to enter text.

### **ARTICLE 8: EXPERIENCE**

8.1 Provide a client reference and brief descriptions of **at least three (3) projects in the last five years closely related to each of the project types** and professional services requested in this RFP. Emphasis shall be placed on recent work at sites of environmental contamination:

### Project 1 Reference Information

Project Name: Click or tap to enter text Project Address: Click or tap to enter text Key Personnel: Click or tap to enter text Project City / State / Zip: Click or tap to enter text Contact Name / Phone Number / Email Address: Click or tap to enter text Project Description: Click or tap to enter text Project 2 Reference Information

# Project Name: Click or tap to enter text

Project Address: Click or tap to enter text

Key Personnel: Click or tap to enter text

Project City / State / Zip: Click or tap to enter text

Contact Name / Phone Number / Email Address: Click or tap to enter text

Project Description: Click or tap to enter text

### **Project 3 Reference Information**

Project Name: Click or tap to enter text Project Address: Click or tap to enter text Key Personnel: Click or tap to enter text Project City / State / Zip: Click or tap to enter text Contact Name / Phone Number / Email Address: Click or tap to enter text Project Description: Click or tap to enter text

### GUIDELINES FOR POSITION CLASSIFICATIONS

The Professionals are required to use the following guidelines as the basis for classification of personnel to be assigned under their contracts. Changes in the key personnel under the contract must be done by Contract Modification. In addition, the Professionals must provide with their modification requests the names, hourly billing rates, and resumes for the new **Key Personnel** to be added to the contracts. A Key Personnel is any staff member of the Professional who is essential for the successful completion of the Project scope of work and authorized to make decisions affecting the work at the sites under the contracts.

### 1. PROFESSIONAL KEY PERSONNEL

A. Level 4 (P4) - Plans, conducts, and supervises projects of major significance, necessitating proven managerial skills and knowledge of hazardous waste sites. Must demonstrate ability to originate and apply new and/or unique methods and procedures. Supplies technical advice and council to other professionals. Generally, operates with wide latitude for independent action.

### Typical Title:

National Manager, Project Leader, Chief Engineer, or Scientist.

### Qualifications and Experience:

Ph.D. degree with 10 years or more experience.

MS degree with 12 years or more experience.

BS degree with 14 years or more experience.

### Experience Factors:

Technical experience in discipline directly related to the requirements of this contract. Minimum of 4 years' experience in supervising multidisciplinary professionals and general office management including budgetary requirements.

B. Level 3 (P3) - Under general supervision of P4 Manager, plans, conducts and supervises assignments on a project- by-project basis. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment are made where necessary. Responsible for safe and cost-effective approaches to achieve the objectives of the project.

### Typical Title:

Regional Team Leader, Project Engineer.

#### Qualifications and Experience:

Ph.D. degree with 4 to 10 years' experience MS degree with 6 to 12 years' experience BS degree with 8 to 14 years' experience

#### Experience Factors:

Technical experience in disciplines directly related to the requirements of this contract. Minimum of 4 years' experience or equivalent. Must have demonstrated ability to manage group of interdisciplinary professionals.

#### 2. PROFESSIONAL NON-KEY PERSONNEL

A. Level 2 (P2) - Under supervision of a senior or project leader, carries out assignments associated with projects. Work assignments are varied and require some originality and ingenuity. Applies training of professional discipline to assigned projects and translates technical guidance and training received into usable data products and reports. Evaluates data associated with various watersheds for use in developing digital flood insurance map production and development of updated flood data.

Typical Title:

Surveyor, Engineer, Construction Manager, Project Manager, Scientist, Analyst

Qualifications and Experience:

MS degree with 2 to 6 years' experience.

BS degree with 3 to 8 years' experience.

#### **Experience Factors:**

Minimum of 2 years in area directly related to contract requirements.

B. Level 1 (P1) - Entry level for professional classification; works under supervision of team or project leader. Gathers and correlates basic data and performs routine tasks and other duties as assigned. Makes recommendations on work assignments and on variables which affect field operations. Assists field operations as directed, including manual tasks of equipment setup and maintenance. Performs other duties as assigned.

#### Typical title:

Junior Associate (Surveyor, Engineer, Scientist, Geologist, etc.)

#### Qualifications and Experience:

MS degree with 0 to 2 years' experience.

BS degree with 0 to 3 years' experience.

Experience Factor: None

#### 3. TECHNICIAN NON-KEY PERSONNEL

A. Level 3 (T3) - Performs non-routine and complex assignments. Works under general supervision of a surveyor, scientist or engineer. Performs experiments or tests which may require non-standard procedures and complex instrumentation. Records, computes and analyzes test data, prepares test reports. May supervise lower level technicians or trades personnel.

Typical Title:

Senior Technician

Qualifications and Experience:

6 years or more experience.

Experience Factor:

Related to scope of contract.

B. <u>Level 2</u> (T2) - Performs non-routine and complex tasks in addition to routine assignments. Works at the direction of the team or project leader. Gathers and correlates basic data and performs routine analyses. May also perform experiments or tests which may require non-standard procedures and complex instrumentation. May construct components or sub-assemblies or prototype models. May troubleshoot malfunctioning equipment and make simple repairs as authorized by team or project leader.

Typical Title:

Senior Technician

Qualifications and Experience:

Two to six years' experience or equivalent

Experience Factor:

Related to scope of contract.

C. Level 1 (T1) - Entry level; performs simple, routine tasks under supervision as established in chain-of- command procedures. Performs routine maintenance and may install, set up or operate field equipment of moderate complexity. Provides a wide variety of support functions during field operations.

Typical Title:

Junior Technician (field technician)

Qualifications and Experience:

0 to 2 years' experience.

Experience Factor:

None

#### 4. TECHNICAL SUPPORT (TS) NON-KEY PERSONNEL

Performs project specific technical support work such as spreadsheet preparation, data entry, etc.

Typical Title:

Project Assistant, Data Entry Clerk, etc.

Qualifications and Experience:

0 to 2 years or more

### POSITION, CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION

### PROFESSIONAL SERVICES - 2023 ENVIRONMENTAL ISID

Firm Name \_\_\_\_\_\_ Yearly Percentage Billing Rate Increase\_\_\_\_\_\_

\_

LEVEL	CLASSIFICATION	]				
		Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
_			_		_	_

\*Billing Rate will be in accordance with the attached guideline page for instructions regarding the "Overhead Items used for Professional Billing Rate Calculation," and the attached "Sample Standard Contract for Professional Services," Article II, Compensation.

\*\* Key Project Personnel

COST OR PRICE SUMMARY       Form approving the structure of the stru						
PART I - GENERA		Ŭ		/	•	
1. RECIPIENT	ENTIFICATION N	NTIFICATION NO.				
3. NAME CONTRACTOR OR SUBCONTRACTOR	DSAL					
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP Code)	6. TY	PE OF	SERVICE TO	) BE FURNISHEE	)	
TELEPHONE NUMBER(Include Area Code)						
PART II - COST SUMM	<b>/</b> ARY	,				
7. DIRECT LABOR (specify labor categories)		IMATED OURS		HOURLY RATE	ESTIMATED COST	TOTALS
			\$		\$	
			-			
DIRECT LABOR TOTAL:						\$
8. INDIRECT COSTS (Specify indirect cost pool)	F	RATE		x BASE =	ESTIMATED COST	
			\$		\$	
INDIRECT COSTS TOTAL:						\$
9. OTHER DIRECT COSTS					ESTIMATED	
a. TRAVEL					COST	
(1) TRANSPORTATION (2) PER DIEM					\$ \$	
TRAVEL SUBTOTAL:					\$	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	(	QTY	\$	COST	ESTIMATED COST \$	
			Ψ		Ψ	
EQUIPMENT SUBTOTAL:						
c. SUBCONTRACTS					ESTIMATED COST	
					\$	
SUBCONTRACTS SUBTOTAL:					\$	
d. OTHER (Specify categories)			-		ESTIMATED COST	
					\$	
OTHER SUBTOTAL:					\$	
e. OTHER DIRECT COSTS TOTAL:						\$
10.TOTAL ESTIMATED COST 11. PROFIT						\$ \$
12. TOTAL PRICE						\$

### EPA FORM 5700-41 (REV. 4-84) PREVIOUS EDITIONS MAY BE USED UNTIL SUPPLIES ARE EXHAUSTED.

	PART III - PRICE SUMMARY		
	G LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES cate basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE
			FRICE
			_
			-
			-
			-
			_
			-
			\$
	PART IV - CERTIFICATIONS		Ψ
14 CONTRACTOR			
	LLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY F	REVIEW OF YOUR A	CCOUNTS OR
	OTHER FEDERAL ASSISTANCE AGREEMENT OR CONTRACT V	VITHIN THE PAST 12	2 MONTHS?
YES NO (If "Yes" give name,	address, and telephone number of reviewing office)		
14b. THIS SUMMARY CONFORMS WITH TH	E FOLLOWING COST PRINCIPLES		
14c. This proposal is submitted for use in conn (1)	ection with and in response to:		
(1)			
	ge and belief that the cost and pricing data summarized herein are	(2) [	DATE
complete, current, and accurate as of:	tille side to full a second to the first terms of term		
I futher certify that a finacial management understand that the subagreement price n	capability exists to fully accurately account for the finacial transactior nay be subject to downward renegotiation and/or recoupment where t	he above cost and pr	i further certify that i icing data have beer
determined, as a result of audit, not to have	ve been complete, current, and accurate as of the date above.		
(3) TITLE OF PROPOSER	SIGNATURE OF REVIEWER	DAT	TE OF EXECUTION
15. RECIPIENT REVIEWER	•	I	
I certify that I have reviewed the cost/price	e summary set forth herein and the proposed cost/price appear accep	table for subagreeme	ent award.
TITLE OF PROPOSER	SIGNATURE OF REVIEWER		TE OF EXECUTION
16. EPA REVIEWER	1		
TITLE OF PROPOSER	SIGNATURE OF REVIEWER	DA	TE OF EXECUTION

#### PURPOSE AND APPLICABILITY

The purpose of this form is to provide a simple form for the display of cost and price data. 40 CFR 33.290 requires the recipient to perform cost or price analysis for every procurement action, including subagreement modifications. This form is not required by EPA, but may be used at the recipient's option. If the recipient currently uses a cost and price analysis form which accomplishes the same objectives as this form, the recipient may use its own form.

#### INSTRUCTIONS

If this form is used, CAREFULLY READ AND FOLLOW ALL INSTRUCTIONS. Many items are not self-explanatory. Attach additional sheets if necessary.

Use only the applicable portion of this form:

Part I is applicable to all subagreements.

Part II is applicable to all subagreements requiring a cost analysis pursuant to EPA procurement regulations.

Part III is applicable to all subagreements where review is based on price comparison (i.e., price analysis).

Part IV certification will be executed as required by the instructions for each block.

#### PART I - GENERAL

**Item 1** - Enter the name of the of the recipient as shown on the assistance agreement.

**Item 2** - Enter the assistance identification number shown on the assistance agreement (or assigned to the project, if no assistance agreement has yet been executed).

**Item 3** - Enter the name of the contractor or subcontractor with whom the subagreement is proposed to be executed.

**Item 4** - Enter the date of the contractor's or subcontractor's proposal to the recipient.

**Item 5** - Enter the full mailing address of the contractor or subcontractor. **Item 6** - Give a brief description of the work to be performed under the proposed subagreement.

#### Part II - COST SUMMARY

This portion of the form is to be completed by the contractor (or his/her subcontractor) with whom a subagreement is a formally advertised, competitively bid, fixed price subagreement.

Nothing in the following discussion should be interpreted as recommending the inclusion as direct costs any items normally treated as overhead costs in the firm's accounting or estimating system. 40 CFR Part 30 identifies general cost principles applicable to subagreements under EPA assistance. Pursuant to that Part, all subagreements awarded to profit-making organizations are subject to cost principles of 48 CFR 31.2. Architect engineer and construction contracts are also subject to 48 CFR 31.105.

#### Item 7 - Direct Labor

Direct labor costs normally include salaries at a regular time rate. Overtime premiums should be identified separately on an attachment. Incurrence of unanticipated overtime costs requires the approval of the recipient at the time of incurrence. If significant overtime is known to be needed at the time of completion of the cost review form, the reasons therefore, labor categories, rates and hours should be identified on the attachment. Also included is the cost of partners' or principals' time when they are directly engaged in services to be rendered under the subagreement. In case the full time of any employee is not to be devoted to work to be performed under the subagreement, only the cost of actual time to be applied should be included. The compensation of a partner or principal shall be included as direct cost only for the time that she/he is expected to be engaged directly in the performance of work under the subagreement and only if it is the firm's normal practice to charge such time directly to all jobs. The rate of compensation of a partner or principal shall be commensurate with the cost of employing another qualified person to do such work, but the salary portion shall not exceed the actual salary rate of the individual concerned. Distribution of profits shall not be included in the rate of compensation.

Enter in block 7 the categories of professional or technical personnel necessary to perform each major element of work under the subagreement scope of services. Estimate hours worked for each category and extend them by the wage rates to be paid during the actual performance of the work. Current rates, adjusted for projected increases, if any should be useful for the actual categories of labor contemplated. All projected increases should be supported by recent experience or established personnel policy. Enter in the far right column the total estimated direct labor cost.

Supporting records to be maintained by the contractor and which must be submitted or made available to the recipient or EPA upon request include:

a. The method of estimating proposed hours worked.

b. The computation techniques used in arriving at proposed labor rates.c. The specific documents, books or other records used as factual source material to develop proposed hours worked and labor rates.

d. Detailed rate computations which were used in computing the information submitted on the form.

If in block 14a, the contractor has checked "No," a brief narrative description of the methods used in arriving at items a though d above shall be included on an attached sheet.

#### **Item 8- Indirect Costs**

Indirect cost may consist of one or more pools of expenses which are grouped on the basis of the benefits accruing to the cost objectives represented by the distribution base or bases to which they are allocated. Since accounting practices vary, the use of particular groupings is not required. Neither is the use of any particular allocation base mandatory. However, it is mandatory that the method used results in an equitable allocation of indirect costs objectives which they support.

Normally, the firm's accounting system and estimating practices will determine the method used to allocate overhead costs. The firm's established practices, if in accord with generally accepted accounting principles and PROVIDED THEY PRODUCE EQUITABLE RESULTS IN THE CIRCUMSTANCES, will generally be accepted. Proposed overhead rates should represent the firm's best estimate of the rates to be experienced during the subagreement period. They should be based upon recent experience and be adjusted for known factors which will influence experienced trends.

Common overhead groupings are overhead on direct labor and general and administrative expenses. The first groupings usually include employment taxes, fringe benefits, holidays, vacation idle time, bonuses, applicable and direct labor, etc. The second generally includes the remaining costs, which, because of their incurrence for common or joint objectives, are not readily subject to treatment as direct costs. It is expected, however, that proposal groupings will correspond with the firm's normal method for accumulating indirect costs. (Under some accounting systems, the first grouping would be included instead under item 7.) No special categorization is required, provided the results are realistic and equitable.

Direct salaries are the normal distribution base for overhead cost but in some circumstances other bases produce more equitable results. As in the case of overhead cost groupings, the method to be used will depend upon the firm's normal practices and the equity of the results produced in the circumstances.

In the case of multibranch firms, joint ventures, or affiliates, it is expected that overhead costs applicable to specific location(s) where

work is to be based on cost data from the most recent fiscal periods updated to reflect changes in volume of business or operations.

Enter in block 8 the indirect cost pools normally used by the firm for allocation of indirect costs. Enter indirect cost rate for each pool and extend each one by the rate base to which it applies to arrive at the estimated indirect costs to be incurred during the actual performance of the work. If the indirect labor total from block 7 is not used as the rate base for any of the indirect cost pools, the rate base used must be explained on an attached sheet.

A brief narrative statement outlining the firm's policies and practices for accumulating indirect costs. Enter the indirect cost rate costs and the method used to compute the proposed rate or rates shall accompany the form. Include comment on the firm's policies regarding the pricing and costing of principals' time. The normal accounting treatment of principals' salaries, the annual amounts, and the hourly charge rate, if used, should be discussed.

Enter in the far right column the total estimated indirect costs.

Supporting records to be maintained by the contractor and which must be submitted or made available to the recipient or EPA upon request include:

a. Detailed cost data showing overhead accounts, allocation bases, and rate computations for the preceding fiscal period. If more than six months of the current fiscal period have elapsed, cost data for this period should be included as one of the three period(s).

b. Company budgets, budgetary cost data and overhead rates computations for future period(s).

#### Item 9 - Other Direct Costs

The following items are illustrative of costs normally included in this category of costs:

a. Travel cost, including transportation, lodging, subsistence, and incidental expenses incurred by personnel or consultants while in travel status in connection with the performance of services required by the contract. The cost principles generally require the use of less than first class air accommodations and also limit the cost of private aircraft.

#### b. Equipment, Materials, and Supplies

(1) Long distance telephone calls, telegraph and cable expenses to be incurred in connection with the performance of services required in connection the subagreement.

(2) Reproduction costs, including blueprints, black and white prints, ozalid prints, photographs, photostats, negatives; and express charges.

- (3) Commercial printing, binding, artwork, and models.
- (4) Special equipment.
- c. Subcontractors
- d. Other Direct costs, if any, not included above.

Enter in blocks 9a-d all other direct costs proposed. Travel costs entered must be supported by an attachment which identifies the number of staff trips proposed and the estimated cost per staff trip for both local and long distance transportation. The number of days and the rate per day must be provided to support the per diem shown. Each subcontract and consultant agreement must be identified separately in block 9c.

Enter in the far right column on line 9e the total of all other direct costs (9a-d).

Supporting data to be maintained by the contractor and which must be submitted or made available to the recipient or EPA upon request include:

a. basis for other direct costs proposed.

b. factual sources of costs, rates, etc., used in computing proposed amount of each cost element.

#### Item 10 - Total Estimated Cost

Enter the total of all direct labor, indirect costs and other direct costs from items 7, 8, and 9.

#### Item 11 - Profit

A fair and reasonable provision for profit cannot be made by simply applying a certain predetermined percentage to the total estimated cost. Rather, profit will be estimated as a dollar amount after considering:

- a. degree of risk.
- b. nature of the work to be performed.
- c. extent of firm's investment.
- d. subcontracting of work, and
- e. other criteria.

The Federal Acquisition Regulation cost principles applicable to subagreements with profit-making organizations (40 CFR 31.2 and 31.105) disallow certain types of costs which are sometimes incurred by firms in the normal conduct of their business. Examples of costs which are not allowable under these costs principles include, but are not limited to, entertainment, interest on borrowed capital, and bad debits. Because the Government considers "profit" to be the excess of price over allowable costs, such computation can indicate a higher profit estimate that the firm's experienced profit as it customarily computes it. The contractor may separately disclose to the recipient its customary computations.

Enter the dollar amount of profit in block 11.

#### Item 12 - Total Price

Enter the total of items 10 and 11.

#### **Part III - PRICE SUMMARY**

This portion of the form is for use by a recipient when price comparison, i.e., price analysis, is used subagreement review. It may also be used by a contractor when price comparison is used as a basis for award of a subcontract.

# Item 13 - Competitor's Catalog Listings, In-House Estimates, Price Quotes

Enter sources of all competitive bids or quotes received, or catalogs used and their prices, or in-house estimates made, if appropriate, for comparison. Attach additional sheets if necessary, particularly for purchases of several different items.

Enter in the far right column the proposed price for the subagreement.

#### Part IV - CERTIFICATIONS

Item 14 - Contractor - FOR USE BY CONTRACTOR OR SUBCONTRACTOR ONLY.

Complete this block only if part II has been completed.

Enter the specific cost principles with which the costs summary of Part II conforms. Cost principles applicable to subagreements with various types or organizations are identified in 40 CFR Part 30.4010. Cost principles applicable to subagreements with profit-making organizations are those at 48 CFR 31.2 and, for architect-engineer or construction contracts, 48 CFR 31.105.

c. (1) **Describe** the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g., RFP No. \_\_\_\_\_).

(2) **Enter** the date when the price negotiations were concluded and the contract price was agreed to. The responsibility of the subagreement is not limited by the personal knowledge of the contractor's negotiator if the time of agreement, showing that the negotiated price is not based on complete, current, and accurate data.

(3) **Enter** the date of signature. This date should be as close as practicable to the date when the price negotiations were concluded and the subagreement price was agreed to (not to exceed 30 days).

Item 15 - Recipient Reviewer - FOR USE BY RECIPIENT ONLY.

If required by applicable assistance regulations, the recipient must submit the signed form for EPA review prior to execution of the subagreement.

Item 16 - EPA Reviewer - FOR USE BY EPA ONLY.

ISID - Environmental (Billing Rate) Indefinite-Scope, Indefinite-Delivery Contract R 02/28/19



## STATE OF MICHIGAN

# DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

This contract authorizes the professional services contractor to provide professional services. (Authority: 1984 PA 431)

### CONTRACT FOR PROFESSIONAL ENVIRONMENTAL SERVICES: Indefinite Scope-Indefinite Delivery

THIS CONTRACT, authorized this DATE day of MONTH the year two-thousand and twenty-three (2023), by the Director, Department of Technology, Management and Budget, BETWEEN the STATE OF MICHIGAN acting through the STATE FACILITIES ADMINISTRATION, DESIGN AND CONSTRUCTION DIVISION of the DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, 3111 W. St. Joseph Street, Lansing, Michigan, 48917, hereinafter called the Department, and

### PSC NAME MAILING ADDRESS CITY, STATE, ZIP

the Prime Professional Services Contractor, hereinafter called the

Professional. WHEREAS, the Department proposes securing

professional services for:

#### Indefinite-Scope, Indefinite-Delivery Contract No. 00XXX

Index No. (To Be Established) Contract Order No. Y (To Be Assigned) File No. (To Be Assigned)

Department of Technology, Management and Budget, State Facilities Administration, Design and Construction Division, Professional Environmental Services Indefinite-Scope, Indefinite-Delivery Contract (ISID) for Minor Projects –

#### 2023 Environmental ISID Services

Various State Departments and Facilities Various Site Locations, Michigan

NOW THEREFORE, the Department and the Professional in consideration of the covenants of this Contract agree as follows:

- The Professional shall provide primary environmental investigation/assessment/design/construction oversight services for the assigned projects to the extent authorized by the Department of Technology, Management and Budget State Facilities Administration (SFA), Design and Construction Division (DCD) [The Department] and be solely responsible for such professional services. The Professional's services shall be performed in strict accordance with the assigned Project scope of work.
- II. If authorized, the Professional shall provide environmental services for the identified project types.

	R	egior	าร						Pi	rojec	t Typ	es ai	nd Se	ervic	es O	ffere	d				
Western UP	Eastern UP	Northern LP	Saginaw Bay	Western LP	Central LP	Southwestern LP	Southeastern LP	Regulated Waste Survey/Abatement	Utility Inspection/Cleaning	Nuclear Waste Mgmt./Disposal/Remediation	GPR/LIF Field Screening	Phase I/Phase II/BEA	Well Drilling/Abandonment	Env Investigation/Pilot Tests/Feasibility Study	UST & AST removal/Demolition/Excavation	Remediation Sys Design/O&M/Decommissioning	Vapor Intrusion Mitigation Design and O&M	Ecological RA/Forestry/Wetland/Streams/Lakes	Landfill Maintenance/Monitoring	Brownfield Development	Per-& Polyfluoroalkyl Substances (PFAS) Sampling
x	x	x	X	x	x	x	X	x	x	x	x	x	X	X	x	x	x	x		x	x

NOTE: Blackened box(es) indicate a service that the committee did not select for your firm.

III. The State of Michigan shall compensate the Professional for providing their professional services for the Project in accordance with the conditions of this Professional Services Contract.

IN WITNESS, WHEREOF, each of the parties has caused this Professional Services Contract to be executed by its duly authorized representatives on the dates shown beside their respective signatures, with the Contract to be effective upon the date on which the Professional received a copy executed by the authorized State of Michigan representative(s) by regular, registered, or certified mail or by delivery in person.

#### FOR THE PROFESSIONAL:

Firm Name	SIGMA Vendor ID Number
Signature	Date
Title	
FOR THE STATE OF MICHIGAN:	
Director, DTMB   SFA   Design and Construction	Date

WHEREAS, this Professional Services Contract constitutes the entire agreement as to the Project between the parties, any Contract Modification of this Contract and the Department's approved and attached Project/Program Statement scope of work requirements must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the Professional for correcting, or for responding to Professional design claims or litigation for. the firm's final Contract Documents/architectural and engineering design errors, omissions or neglect on the part of the Professional.

#### ARTICLE I PROFESSIONAL SERVICES SCOPE OF WORK

Provide professional environmental services, technical staff, and support personnel for ISID minor projects on an as-needed basis at various State/Client Agencies within the various site location areas as defined by the State of Michigan.

This Contract is for professional environmental investigation and/or design services for an unspecified number of ISID projects ("Assignment"). The scope of work for each assigned project will be defined at the time the project is awarded by the State to the Professional firm. The professional environmental services required for each of these assigned projects requested by the Department may include any or all of the Tasks included in the Phase 100 – Study through the Phase 900 – Operation and Maintenance Management.

The Professional firm's environmental services shall be performed in strict accordance with this Professional Services Contract and be in compliance with the Department's approved and attached Appendix I– Project/Program Statement.

This Contract does not warrant or imply to the Professional environmental firm, entitlement to perform any specific percentage (%) amount of environmental work during the life of this Contract.

This Contract will remain in effect for **three (3) years** from the date of this Contract award but may be unilaterally terminated by the State of Michigan at any time, for cause or its convenience, by written notification of the State, to the Professional. Furthermore, this Contract may be extended for **one (1) additional year**, at the sole option and discretion of the State upon the Department providing written notice to the Professional prior to the expiration of the original Contract time period. Any such time extension shall be subject to the terms and conditions of this Contract, including, but not limited to, the existing hourly billing rates included in this Contract for the Professional, their Consultant, and their employees or agents.

Please note that the Professional Services Contract ISID Contract No., as noted on page 1, must be provided on all Project correspondence and documents. Also, services are not to be provided or expenses incurred until individual ISID Projects are assigned to this Contract (see the Article II – Compensation and the Appendix 1 – Project/Program Statement).

Upon award of this Contract and each subsequent assignment, the Professional understands and agrees that time is of the essence. Failure to adhere to timely completion will be grounds for the Department, at its sole discretion, to terminate or limit future work under this Contract.

The Professional shall provide all professional services, technical staff, and support personnel necessary to complete the Project as described in its Project/Program Statement, in the best interest of the State, and within the Professional's fee(s) herein authorized by the State. Assigned project services shall comprise, without exception, every professional discipline and expertise necessary to meet all the requirements as described in the Project/Program Statement and in accordance with the accepted industry standards for professional practice and services. The Professional's services include attendance at all Project related meetings and conferences. Professional services for the assigned projects under this contract shall be provided in the Phase/Task sequence shown below and shall be rendered in accordance with the Professional's proposed and approved Project Study, Design, and Proposed Construction Schedule. The Professional's study, design, and proposed construction schedule shall be detailed, undated, and time sequence related for all Phase/Task services appropriate for the Project. The Professional shall field-check and verify the accuracy of all study/drawing and any data furnished by the Department, the State/Client Agency or any other Project related source. The Professional shall not employ or consult with any firms in completing the Professional's obligations herein who it anticipates will be a construction Bidder for the Project or any part thereof, unless specifically authorized, in writing, by the Department.

The Professional acknowledges that the Department is the first interpreter of the Professional's performance under this Contract.

The Professional acknowledges by signing this Professional Services Contract having a clear understanding of the requested professional environmental services required by the Department, and further agrees that the terms and conditions of this Professional Services Contract provide adequate professional fee(s) for the Professional to provide the requested Project scope of work requirements for each assigned project. No increase in compensation to the Professional will be allowed unless there is a material change made to the scope of work of the Assignment/Program Statement and the change is accepted and approved, in writing, by the State. Professional services shall not be performed, and no Project expenses shall be incurred by the Professional prior to the issuance of a written and signed Professional Services Contract and a Contract Order authorizing the Professional to start the Project work. Compensation for Department directed changes to the Project will be provided to the Professional by a Contract Modification and/or Contract Change Order signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Project Director/Agency Project Manager, on an hourly billing rate basis in accordance with this article. This compensation shall not exceed seven and half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director/Agency Project Manager.

The Professional shall immediately inform the Department whenever it is indicated that the Professional's authorized not-to-exceed Budget for any of the assigned Projects may be exceeded. The Professional shall make recommendations to the Department for revisions to be implemented in order to not exceed the original authorized Budget. Any revision to the Project must be accepted and approved by the Department in writing.

The professional services may also include participation in legislative presentations as described in the "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" and as the legislature or the Department may prescribe.

No substitution of any "Key Personnel/Employee" essential for the successful completion of the Project and identified in the Professional's Organizational Chart will be allowed by the Professional for this Contract without the prior written consent from the Project Director/Agency Project Manager. Before any "Key Personnel/Employee" substitution takes place, the Professional shall submit a written request to the Project Director/Agency Project Manager, and this substitution request shall include the following information: (1) A request in writing for a No Cost Contract Modification; (2) Detailed written justification for this substitution; (3) The Professional's qualifications of any proposed "Key Principal Personnel/Employee" replacement; and (4) A written statement from the Professional assuring the Department that the Project scope of work will not be adversely affected by this substitution. This request to modify their Professional Services Contract must be accepted and approved in writing by the Project Director/Agency Project Manager and the Director of the Department.

The Department will designate individuals to serve as the Project Director and Agency Project Manager for the Project scope of work who shall be fully acquainted with the Project/Program Statement and have the authority to render Project decisions and furnish information promptly. Except in connection with issues under the Article XII -Contract Claims and Disputes text, the Project Director/Agency Project Manager will exercise general management and administration for the Professional's services in so far as they affect the interest of the State. The Professional shall indemnify, defend, and hold harmless the State against exposure to claims arising from delays, negligence, or delinquencies by the Professional for the professional services of this Contract.

During the Construction Administration Services Phase of the Project, the Professional is required to complete and submit, the on-site inspection record form, "DTMB-0452, The Professional's Inspection Record," for all on-site inspection visits to the Project site. The Inspection Record shall be completed and signed by the Professional and submitted monthly, with the original document sent to the Project Director/Agency Project Manager and copies sent to the Construction Contractor. The Inspection Record shall accompany the Professional's monthly payment request.

The "DTMB-0460, Project Procedures" contains Department forms which shall be used during the Construction Administration Phase of this Contract. All professional services will be consistent with the Department's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" unless otherwise approved in writing by the Department.

The professional services required for each Phase of this Contract shall be performed by the Prime Professional and their Consultants in accordance with service descriptions in this article. The following service descriptions outlined in this Contract represent the Department's standard of care for the Professional's responsibilities for providing the professional services of this Contract; but by inclusion, or omission, the descriptions do not limit or exclude any regular or normal professional services necessary to accomplish the Project in accordance with the approved Project Budget and the industries accepted practice and standards for professional services. All of the services outlined in this Contract may not be applicable to the Project/Program Statement. The Professional shall determine and coordinate the interface of the services required for the Project and is responsible for identifying any additional services necessary to successfully complete the Project.

The professional shall execute the following PHASES upon written authorization from the Project Director.

#### PHASE 100 - ENVIRONMENTAL INVESTIGATION/STUDY SERVICES

Provide complete and comprehensive Environmental Investigation/Study Deliverables to meet the requirements of the Project/Program Statement. Upon completion of all field investigation, assessment, research, review and/or oversight, prepare a complete report with an executive summary, and in such detail, as the Project Director may prescribe. The services under this phase may include but not be limited to coordination, environmental assessments, drilling, field sampling/oversight, data/document review/management, feasibility study, and reporting as described in the Project/Program Statement. Project reports must be in accordance with Department/Client/Agency requirements and as outlined in the Project/Program Statement but shall include, as a minimum and as appropriate, the following items: (1) Problem; (2) Conclusion; (3) Recommendations; and (4) Discussion, details, and documentation.

#### PHASE 300-SCHEMATIC DESIGN

Prepare Schematic Design Deliverables consistent with the Project/Program Statement. The deliverables shall consist of conceptual remediation system, drawings, outline specifications, a Schematic Construction Cost Estimate, other related documentation, and shall diagrammatically depict the areas, scales, and relationships of the functions. The services under this phase may include but not be limited to coordination, construction codes and design reviews, civil/site staging investigation, schematic design and utilities review, drafting, and project cost/proposed construction schedule, as required by the Department/Client/Agency and as outlined in the Project/Program Statement. Acceptance of the Schematic Design by the Department/Client/Agency does not limit subsequent inclusion of minor, but essential, schematic or design details whose necessity and arrangement may best become apparent during subsequent Phases of the Project design. Revise design as necessary and obtain approval from the Department/Client/Agency.

#### PHASE 400-DESIGN DEVELOPMENT

Prepare Design Development Deliverables based on the Owner-accepted Schematic Design to depict the intent of the designed remediation system(s). The deliverables shall consist of draft drawings and specifications, Construction Cost Estimates and other related documentation to clearly establish the complete basis for further detail into final design drawings/specifications. The deliverables shall further define the Project by fixing and describing the Project size, character, site relationships, and other appropriate elements including the environmental, civil, structural, architectural, mechanical, electrical, and safety systems. The services under this phase may include but not be limited to coordination, draft drawings/specifications, site specific staging investigation, structural calculations and preliminary environmental/architectural/engineering design drawings/specifications, development/reviews of as required by the Department/Client/Agency and as outlined in the Project/Program Statement.

#### PHASE 500-CONSTRUCTION DOCUMENTS AND BIDDING DOCUMENTS

Prepare Construction Documents that revise, refine, amplify, and depict, in detail, the Project. The documents shall set forth, in detail, guality levels of and requirements for the construction, and shall consist of final drawings/specifications that comply with applicable regulatory and construction code requirements, enacted at the time of completion of the one hundred percent (100%) Construction Documents. Prepare Bidding Documents in Phases/Bid packages appropriate to the Project requirements and funding. Incorporate the current edition of DTMB "MICHSPEC", "DCSPEC" or "50KSPEC", as adopted and modified by the State of Michigan. The Construction Documents shall contain all information necessary to bid and construct the Project. The services under this phase may include but not be limited to coordination, final drawings/specifications and bidding documents, civil/site staging design, final structural calculations, final environmental/architectural/engineering design development/reviews of drawings/specifications, construction testing program, hazardous materials, health and safety risks, final design correction procedures, design and construction budget, construction codes/permits and construction schedule, as required by the Department/Client/Agency and as outlined in the Project/Program Statement.

#### PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE SERVICES

Provide all required construction oversight administration and timely professional review and administrative services, as the circumstances of the Construction may require, allowing the successful review/implementation of the Construction Documents into a completed remedial actions/abatement measures and/or for the use intended by the Department/Client/Agency. The services under this phase may include but not be limited to coordination, review and approval of shop drawings and submittals, reporting of construction progress, construction quality testing, construction contractor performance review, punch list procedures, claims, establishing close-out procedures and developing/review of as-built documents, as required by the Department/Client/Agency requirements and as outlined in the Project/Program Statement.

#### PHASE 700 - CONSTRUCTION ADMINISTRATION - FIELD SERVICES

Provide all required Construction Oversight and Field Services, including timely inspection and professional services, as the circumstances of the Construction may require, allowing the successful review/implementation of the Construction Documents into a completed remedial action/abatement measures and/or for the use intended by the Department/Client/Agency. The services under this phase may include but not be limited to coordination, field inspections, progress meetings and final project inspection, as required by the Department/Client/Agency requirements and as outlined in the Project/Program Statement.

#### PHASE 900 - OPERATION AND MAINTENANCE SERVICES - REMEDIATION FACILITY

Provide all required Operation and Maintenance (O&M) Services and perform, in a safe and secure environment, all functions, including timely inspection, sampling and professional services, necessary to maintain uninterrupted, effective and efficient facility/system components for the use intended by the Department/Client/Agency. The services under this phase may include but not be limited to coordination, general system operation/inspections, routine system/building/ground maintenance, sampling, spare replacement parts, consumable supplies, utilities. waste materials removal/treatment/disposal, non-routine emergency services, progress meetings and reporting, as required by the Department/Client/Agency requirements and as outlined in the Project/Program Statement.

### ARTICLE II COMPENSATION

In consideration of the performance of this Contract, the Department agrees to pay the Professional, as compensation for professional services, an hourly billing rate for each employee providing a direct service to this Project, on a not-to-exceed basis as specified herein, subject to subsequent modifications mutually agreeable to the parties hereto; provided, however, the Professional may not incur costs, or bill the Department, for professional services in excess of the estimates established for this Project without the prior written agreement of the Department. The attached proposal prepared by the Professional in response to the Request for Proposal, by the Owner, may describe methodology, services, schedule, and other aspects of the work to be performed under the Contract but does not supersede the Contract.

Compensation to the Professional shall be on an hourly billing rate basis for professional services rendered by salaried and non-salaried professional, technical, and technical support employees, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the amount authorized for that Phase, unless authorized in writing by the Department's approved Contract Change Order. Professional services shall not be performed, and no Project expense shall be incurred by the Professional firm prior to the issuance of a written and signed Professional Services Contract and a DTMB Form 0402 - Contract Order by the Department to the Professional, authorizing the Professional to start the Project.

Compensation to the Professional for services and authorized technical and technical support employees performing a direct service for this Project shall be determined using the Professional firm's billing rates. The Professional firm's hourly billing rate shall be the actual amount paid for the employee services on the Project including fringe benefits, vacations, sick leave, other indirect costs, and profit. The Professional firm's hourly billing rates shall not change during the life of this Contract without written approval by the Department. See attached Appendix, **Overhead Items Allowed for the Professional Services Contractor Firm's Hourly Billing Rate Calculation**, for the guide to overhead items allowed for the professional services contractor firm's hourly billing rate calculation. Reimbursement for the Project/Program Statement scope of work requirements will be provided only for Department approved items authorized for reimbursement compensation in this Contract. The State will not reimburse the Professional for downtime, or for personnel involved in downtime due to mechanical problems or failure of Professional's or Subcontractor equipment.

The preparation of Bulletins and Contract Change Orders resulting from changes to the Project scope of work or previously unknown on-site field conditions will be compensated to the Professional, as approved by the Department on an hourly billing rate basis in accordance with this article. This compensation shall not exceed seven and one- half percent (7.5%) of the Construction Contractor's quotation for the Bulletin or Contract Change Order or an amount mutually agreed upon by the Professional and the Project Director/Agency Project Manager.

The Professional shall provide, but no additional monetary compensation shall be allowed for the services necessary to respond to and resolve all claims arising wholly or in part from the Professional's errors and/or omissions or other aspects of the Project's design or the Professional firm's performance which is inconsistent with the Professional or Construction Contract.

- 2.1 PREMIUM TIME/OVERTIME: This Contract anticipates that no premium or overtime is required to achieve the Project's scope of work. No compensation will be allowed to the Professional for any premium or overtime cost incurred to achieve the Project schedule of this Contract, unless directed in writing by the Project Director/Agency Project Manager and approved by the Department.
- 2.2 EMPLOYEE HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect monetary costs to the State for the Professional's services under this Contract other than the authorized and approved reimbursements. Hourly billing rates shall be based on the Professional's documented historical operating expenses and adjusted for Project specific costs. In no case shall this documentation period include more than eighteen (18) months prior to the date of award of this Contract.

Lump-sum payments to employees are not allowed under this Contract. Billing rates for employees who perform professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate. The hourly billing rate charge of any employee may be changed by the Professional with a written and Department approved Contract Modification to account for normal personnel pay increases. Hourly billing rates include, but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, and all Project related travel expenses for Projects <u>less than</u> one-hundred (100) miles in each direction from the Professional's nearest Michigan office, computer costs/operating costs, data entry, and time, telephone, telephone- related services, and all reproduction services (except Contract Bidding Documents/Deliverables).

The hourly billing rate also includes all reproduction costs for design interpretations, study/design clarifications and Bulletins related to design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, design interpretations, or construction on-site/field inspections), and all similar, or avoidable costs.

All incidental postage, mail, or other shipping or delivery services, acquisition, bad debts, previous business losses, employment fees, depreciation, and operating costs for equipment, including computer design and/or computer drafting systems, and any specialized testing equipment are to be included. The hourly billina rate shall include. without exception, secretarial. computer/typing/word processing, editing, and clerical services utilized in any way for the Project as well as other non-technical and/or employees providing indirect services. The hourly billing rate also includes all profit without regard to its form or distribution.

Items not allowable as part of the Professional's calculated hourly billing rate include but are not limited to: Any costs associated with litigation and settlements for the Professional, other liability suits, out-of-state offices and associated travel, bonuses, profit sharing, premium/overtime costs, public relations, entertainment, business promotion, contributions, and various speculative allowances.

The hourly billing rate for the Professional may not be applied to the work of the Professional's Sub- Consultant's staff. Each Sub-Consultant firm must submit a separate hourly billing rate with proper documentation for Sub-Consultant services provided as part of the Proposal. The hourly billing rate of the respective Consultant firm shall be used for that Consultant firm's personnel only. No mark-up to Consultant firm's charges will be allowed.

2.3 RANGE OF EMPLOYEE HOURLY BILLING RATES: The Professional shall identify the service being provided and include the Professional's or Consultant's employee(s) full names and position classifications for the Project and their current hourly billing rates at the beginning and at the anticipated end of the Project. This hourly billing rate range shall reflect any anticipated pay increases over the life of the Contract. The range of hourly billing rates for any employee position or classification may not be changed without an approved Contract Modification.

2.4 DIRECT COST REIMBURSEMENT ITEMS: The Professional's Consultant services and authorized reimbursable expenses shall be treated as an authorized reimbursable expense item at a direct cost. The Professional shall be responsible for the selection of the supplier of the professional services or materials; the coordination, adequacy, and application of the professional services, whether provided by the Professional's staff or provided by their Consultant, and any Project costs that exceed the budget for each Phase.

Project related travel expenses (mileage, meals, lodging) for Projects **more than** onehundred (100) miles in one- way from the Professional's nearest office shall be treated as an authorized reimbursable expense at the State of Michigan's current travel rates.

Unless authorized elsewhere in this Contract, direct cost reimbursement items shall be limited to the actual cost of printing and reproduction of project deliverables such as Final Study Reports, Surveys, Bidding Documents, and U. S. Mail regular shipping postage of the project deliverables listed above. In addition, direct cost reimbursement items may include soil borings, site surveys and any required laboratory testing, Design Code Compliance and Plan Review Approval Fees by the licensing agency; reproduction of documents for legislative presentation, artistic productions, mobilization of testing equipment, laboratory costs for testing samples, per-linear-foot cost of soil borings and specialized inspections of the structural, mechanical, electrical, chemical or other essential components of the Project.

Compensation for this Contract shall not exceed the budget per Project Phase identified in the attached Contract Order unless authorized by a Department approved Contract Modification. It shall be the Professional's responsibility to carefully monitor Project costs, activities, and progress and to provide the Project Director/Agency Project Manager timely notification of any justifiable need to increase the authorized budget. The Professional may not proceed with professional services that have not been authorized by the Project Director/Agency Project Manager and shall immediately notify the Project Director/Agency Project Manager if such services have been requested or have become necessary.

Professional/Sub-Consultant staff and hourly billable rates are identified in the attached Professional's proposal.

#### ARTICLE III PAYMENTS

Payment for the professional services shall be based on the Professional's performance of authorized professional service(s) performed prior to the date of each submitted payment request. Payment requests shall be submitted monthly to the Project Director/Agency Project Manager on a payment request form (DTMB-440). Payment for each monthly submitted payment request shall be made within thirty (30) consecutive calendar days following the Department's approval of the payment request. Payment requests shall include signed certification by the Professional of the actual percentage of work completed as of the date of invoicing for each Phase and summarize the amounts authorized, earned, previously paid, and currently due for each Project Phase. Payment requests shall be supported by itemized records or documentation in such form and detail as the Department may require.

Each of the Professional's Consultant's submitted payment request applications shall include similar information. This includes, but is not limited to:

- Phase Numbers for the professional services provided.
- Professional's personnel and position/classification providing service and hours worked. Current hourly billing rate charges for each individual position/classification.
- Copy of certified on-site visitation log or site visit report showing time on-site.
- Itemized invoices from each of the Professional's Consultant's documenting that firm's professional services charge and the Project work related services provided.
- Authorized reimbursable expense items provided with receipts and invoices.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify the Professional of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to the Professional's continuing obligations, including claims for deficiencies or substandard Contract Activities. The Professional's acceptance of final payment by the State constitutes a waiver of all claims by the Professional against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under the Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <u>http://www.michigan.gov/SIGMAVSS</u> to receive electronic funds transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy if may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract

### ARTICLE IV ACCOUNTING

The Professional shall keep current and accurate records of Project costs and expenses, hourly billing rates, authorized reimbursable expense items, and all other Project related accounting documents to support the Professional's monthly application for payment. Project records shall be kept on a generally recognized accounting basis. Such records shall be available to the Department for a period of ten (10) years after the Department's final payment to the Professional. The State of Michigan reserves the right to conduct, or have conducted, an audit and inspection of these Project records at any time during the Project or following its completion.

### ARTICLE V INSURANCE

The Professional shall purchase, maintain and require such insurance that will provide protection from claims set forth below which may arise out of or result from the Professional firm's services under this Contract, whether such service is performed by the Professional or performed by any of the Professional firm's Consultant's or by anyone directly or indirectly employed by them, or by anyone for whose acts they may be liable. The following insurance policy limits described below are intended to be the minimum coverage acceptable by the State:

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of or result from or are alleged to arise out of or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (c) All insurance coverage provided relative to this Contract is primary and noncontributing to any comparable liability insurance (including self-insurance) carried by the State.
- (d) The State, in its sole discretion, may approve the use of a fully-funded selfinsurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State. To view the latest A.M. Best's Key Ratings Guide and the A.M. Best's Company Reports (which include the A.M. Best's Ratings) visit the A.M. Best Company internet web site at <u>http://www.ambest.com</u>.
- (f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.

- (g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three (3) years following the termination of this Contract.
- (h) The minimum limits of coverage specified are not intended and may not be construed; to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (i) The Contractor is responsible for the payment of all deductibles.
- (j) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor or require the Contractor to pay that cost upon demand.
- (k) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

The Professional firm's Errors and Omissions coverage shall include coverage for claims resulting from acts of forbearance that cause or exacerbate pollution and claims of bodily injury and property damage in the amount of \$1,000,000 minimum coverage per occurrence, \$3,000,000 annual aggregate. This insurance is required of all professional firms who conduct professional environmental services including, but not limited to, any of the following services:

- (i) Remedial System Design.
- (ii) Remediation Management.
- (iii) Feasibility Development and Implementation.
- (iv) Hydrogeological Evaluation.
- (v) Media Testing and Analysis.
- (vi) Subsurface and Geophysical Investigation.
- (vii) Other related activities as determined by the Department.

Required Limits	Additional Requirements	
Commercial General L	iability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Professional must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.	
Umbrella or Excess	Liability Insurance	
<u>Minimum Limits:</u> \$2,000,000 General Aggregate	Professional must have their policy follow form.	
Automobile Liabil	ity Insurance	
Minimum Limits: \$1,000,000 Per Accident	Professional must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.	
Workers' Compensa	ation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.	
Employers Liabili	ty insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.		
Professional Liability (Err	rors and Omissions)	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss		

Environmental and Pollution Liability (Errors and Omissions) ***					
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Professional must have their policy: (1) be applicable to the work being performed, including completed operations equal to or exceeding statute of repose; (2) not have exclusions or limitations related to Transportation (upset overturn, spills during loading or unloading, Hazardous Materials Handling, and Non-Owned disposal site liability; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.				

Contractual Liability insurance for claims for damages that may arise from the Professional's assumption of liability on behalf of the State under Article VI concerning indemnification for errors, omissions, or negligent acts in the course of the professional service or other provision within this Contract to the extent that such kinds of contractual liability are insurable in connection with and subject to limits of liability not less than for the general liability insurance and the professional liability insurance and set forth in subsections (c) and (d) above.

Except where the State has approved a subcontract with other insurance provisions, the Professional must require any Consultant/Subcontractor to purchase and maintain the insurance coverage required in this Article. Alternatively, the Contractor may include a Consultant/Subcontractor under the Professional's insurance on the coverage required in that Section. The failure of a Consultant/Subcontractor to comply with insurance requirements does not limit the Professional's liability or responsibility.

Certificate of Insurance documents, acceptable to the State, shall be provided and filed with the Department prior to commencement of the Professional's Project services, unless otherwise approved in writing, and not less than 20 days before the insurance expiration date every year thereafter. Facsimile copies of the Certificate of Insurance will not be accepted. Certificate of Insurance documents must be either submitted hard copy or portable document file (.pdf). The Certificate of Insurance documents must specify on the certificate in the oblong rectangle space labeled "Description of Operations/Locations/Vehicles/Exclusions Added By Endorsement/Special Provisions/Special Items" the following items: (1) The ISID Title; (2) The ISID Contract Number; and (3) The State of Michigan must be named as an "Additional Insured on the General Liability and Automobile Insurance Policy." The Certificate of Insurance documents shall contain a provision that the Project insurance coverage afforded under the insurance policies for this Contract will not be modified or canceled without at least thirty (30) consecutive calendar days prior written notice, except for 10 days for non-payment of premium, to the State of Michigan, Department.

This Section is not intended to and is not to be construed in any manner as waiving, restricting, or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Professional to indemnify, defend and hold harmless the State).

The attached, Certificates of Insurance documents required for this Project shall be in force for this Project until the final payment by the State to the Professional is made and shall be written for not less than any limits of liability specified above. The Professional has the responsibility for having their consultant firms comply with these insurance requirements.

# ARTICLE VI

- (a) To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Professional in the performance of this Contract and that are attributable to the negligence or tortious acts of the Professional or any of its Subcontractors/Consultants, or by anyone else for whose acts any of them may be liable.
- (b) Employee Indemnification: In any and all claims against the State of Michigan, its departments, divisions, agencies, boards, sections, commissions, officers, employees and agents, by any employee of the Professional or any of its Subcontractors/Consultants, the indemnification obligation under this Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Professional or any of its Subcontractors/Consultants under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.
- (c) Patent/Copyright Infringement Indemnification: To the extent permitted by law, the Professional shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest, and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Professional or its Subcontractors/Consultants, or the operation of such equipment, software, commodity or service, or the use of reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or services, or its operation, become or in the State's or Professional's opinion be likely to become the subject of a claim of infringement, the Professional shall at the Professional's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Professional, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Professional, (iii) accept its return by the State with appropriate credits to the State against the Professional's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Professional shall have no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; or (ii) use of the equipment in a configuration other than implemented or approved in writing by the Professional, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Professional under this Contract.

### ARTICLE VII OWNERSHIP OF DOCUMENTS

All Project deliverables, including but not limited to: reports, Bidding Documents, Contract Documents, electronic documents and data, and other Project related documents, including the copyrights, prepared and furnished by the Professional shall become the property of the State of Michigan upon completion of the Project, completion and acceptance of the professional's work, or upon termination of the Contract. Project deliverables shall be delivered to the Department upon their request. The Professional shall have no claim for further employment or additional compensation as a result of this Contract requirement. The Professional may retain a copy of all Project documents for their files.

If the Professional is in default or breach of its obligations under this Contract, the State shall have full ownership rights of the Project deliverables, including Bidding Documents and Contract Documents, including all electronic data. If the Professional is in default or this Contract Agreement is terminated, the State shall not use the Contract Documents and deliverables of this Contract for completion of the Project by others without the involvement of other qualified Professionals who shall assume the professional obligations and liability for the Project work not completed by the Professional.

To the fullest extent allowed by law, the State releases the Professional, the Professionals Consultant(s) and the agents and employees of any of them from and against legal claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of the State's use of the Contract Documents other than in accordance with this Contract Agreement.

All Contract deliverables listed may be published or issued for informational purposes without additional compensation to the Professional. The Professional may not use any of the Contract Documents and Contract deliverables for any purpose that may misrepresent the professional services they provided.

The Professional shall retain full rights to the Contract Documents and deliverables and the right to reuse component information contained in them in the normal course of the Professional's professional activities.

The Contract deliverables, Contract Documents, or other documents produced under this Contract may be used by the Department, or others employed by the Department or State of Michigan, for reference in any completion, correction, remodeling, renovation, reconstruction, alteration, modification of or addition to the Project, without monetary compensation to the Professional.

The State of Michigan will not construct additional Projects or buildings based on the work of this Contract without notice to the Professional. Whenever renderings, photographs of renderings, photographs or models, or photographs of the Project are released by the State of Michigan for publicity, proper credit for design shall be given to the Professional, provided the giving of such credit is without cost to the State of Michigan.

### ARTICLE VIII TERMINATION

The State may, by written notice to the Professional, terminate this Contract and/or any Assignments, in whole or in part at any time, either for the State's convenience or because of the failure of the Professional to fulfill their Contract obligations. Upon receipt of such notice, the Professional shall:

- a) Immediately discontinue all professional services affected (unless the notice directs otherwise), and
- b) Deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Professional in performing this Contract, whether completed or in process.
- 8.1 If the termination is for the convenience of the State, an equitable adjustment in the Contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed professional services.
- 8.2 If the termination is due to the failure of the Professional to fulfill their Contract obligations, the State may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the Professional shall be liable to the State for any additional cost occasioned to the State thereby.

- 8.3 If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Professional had not so failed, the termination shall be deemed to have been affected for the convenience of the State. In such event, adjustment in the Contract price shall be made as provided in Section 8.1 of this article.
- 8.4 The rights and remedies of the State provided in this article are in addition to any other rights and remedies provided by law or under this Contract.

### ARTICLE IX SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither of the parties hereto shall assign this Contract without the prior written consent of the other.

### ARTICLE X GOVERNING LAWS

This Contract shall be construed in accordance with the current laws of the State of Michigan. Some Assignments to this Contract will be funded wholly or in part by the Federal Government through grant agreements and/or federal programs. The Professional must comply with such funding requirements along with any current applicable federal regulations in performing the tasks described in the Scope of Work, including but not limited to the following current federal regulations. The absence of reference to any law or regulation does not preclude its applicability to this Contract.

- 1. The Comprehensive Environmental Response Compensation and Liability Act of 1980 as amended CERCLA (The Superfund Act);
- 2. Section 306 of the Clean Air Act (42 U.S.C. 1857 (h));
- 3. Section 508 of the Clean Water Act (33 U.S.C. 1368);
- 4. Public Law 98-473 as implemented in the Department of the Interior, Bureau of Indian Affairs;
- 5. Executive Order 11738; Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments."
- 6. 25 CFR Part 20; Financial Assistance and Social Services Programs
- 7. 40 CFR Part 31; Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 8. 40 CFR Part 32 Subpart F; Drug-Free Workplace
- 9. 40 CFR Part 33; Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs
- 10. 40 CFR Part 35; State and Local Assistance

- 11. 40 CFR Part 35 Subpart 0; Cooperative Agreements and Superfund State Contracts for Superfund Response Actions
- 12. 48 CFR Chapter 1 Part 31 Subpart 31.2; Contracts with Commercial Organizations.

### ARTICLE XI NONDISCRIMINATION

In connection with the performance of the Project under this, the Professional agrees as follows:

a) The Professional will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position. The Professional will provide equal employment opportunities to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b) The Professional will, in all solicitations or advertisements for employees placed by or on behalf of the Professional, state that all qualified applicants will receive equal employment opportunity consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or a physical or mental disability that is unrelated to the individual's ability to perform the duties of the particular job or position.
- c) The Professional or their collective bargaining representative will send to each labor union or representative of workers with which is held a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representative of the Professional's nondiscrimination commitments under this article.
- d) The Professional will comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq; the Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq; *Executive Directive 2019-09*; and all published rules, regulations, directives and orders of the Michigan Civil Rights Commission which may be in effect on or before the date of award of this Contract.
- e) The Professional will furnish and file nondiscrimination compliance reports within such time and upon such forms as provided by the Michigan Civil Rights

Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of the Professional and of each of their Consultant firms. The Professional will permit access to all books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain nondiscrimination compliance with this Contract and with rules, regulations, and orders of the Michigan Civil Rights Commission relevant to Article 6, 1976 PA 453, as amended.

f) In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that the Professional has not complied with the contractual nondiscrimination obligations under this Contract, the Michigan Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which the State Administrative Board may order the cancellation of the Contract found to have been violated, and/or declare the Professional ineligible for future Contracts with the State and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the Professional complies with said order of the Michigan Civil Rights Commission.

Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the Professional is declared ineligible to Contract as a contracting party in future Contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing Contract is a possibility, the State shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

- g) The Professional shall also comply with the nondiscrimination provisions of 1976 PA 220, as amended, concerning the civil rights of persons with physical or mental disabilities.
- h) The Professional will include, or incorporate by reference, the nondiscrimination provisions of the foregoing paragraphs a) through g) in every subcontract or Contract Order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or Contract Order that said nondiscrimination provisions will be binding upon each of the Professional's Consultant's or seller.

#### ARTICLE XII CONTRACT CLAIMS AND DISPUTES

In any claim or dispute by the Professional which cannot be resolved by negotiation, the Professional shall submit the claim or dispute for an administrative decision by the Department of Technology, Management and Budget, Director of State Facilities Administration within thirty (30) consecutive calendar days of the end of the disputed negotiations, and any decision of the Director of State Facilities Administration may be appealed to the Michigan Court of Claims within one (1) year of the issuance of the Director's decision.

The Professional agrees that the Department's appeal procedure to the Director of State Facilities Administration is a prerequisite to filing a suit in the Michigan Court of Claims.

### ARTICLE XIII DEFINITION OF TERMS

The definition of terms and conditions of this Contract are described and outlined in the following Articles I through XIV and attached appendices. The capitalized defined terms used in this Professional Services Contract shall have the following definitions:

ADDENDA: Written or graphic numbered documents issued by the Department and/or the Professional prior to the execution of the Construction Contract which modify or interpret the Project Bidding Documents, including drawings, and specifications, by additions, deletions, clarifications or corrections. The Addenda shall: (1) Be identified specifically with a standardized format; (2) Be sequentially numbered; (3) Include the name of the Project; (4) Specify the Project Index No., Project File No., the Contract Order No. Y, and a description of the proposed Addenda; and (5) Specify the date of Addenda issuance. As such, the Addenda are intended to become part of the Project Contract Documents when the Construction Contract is executed by the Professional's recommended lowest responsive, responsible qualified Construction Contractor.

An Addendum issued after the competitive construction Bid opening to those construction Bidders who actually submitted a Bid, for the purpose of rebidding the Project work without re-advertising, is referred to as a post-Bid Addendum.

AGENCY PROJECT MANAGER: The assigned staff of the Department or the State/client Agency authorized by the State to represent and act on behalf of the Project Director on a given Project and to thereby provide direction and assistance to the Construction Contractor. The Agency Project Manager may designate in writing a person to act on behalf of the Agency Project Manager when they are unable to perform their required duties or is away from the office. In such cases, the Agency Project Manager must notify the Construction Contractor and the Project Director.

AGENCY FIELD INSPECTOR: An employee of the State of Michigan under the direction of the State/client Agency who provides the on-site, Inspection of construction Projects for compliance with the study/design intent of the Professional firm's Contract Documents/drawings and specification requirements and the building construction codes. The Agency Field Inspector is the liaison between the Construction Contractor, the Professional, and the Agency Project Manager. The Agency Project Manager, or their Agency Field Inspector, has the authority to require the Professional to respond to and resolve study/design related problems, construction on-site field problems and to attend Project related meetings.

BID: A written offer by a construction Bidder for the Department. Project construction work, as specified, which designates the construction Bidder's base Bid and Bid price for all alternates.

BIDDER: The person acting directly, or through an authorized representative, who submits a competitive construction Bid directly to the Department.

BIDDING DOCUMENTS: The Professional's Project Contract Documents as advertised, and all Addenda issued before the construction Bid opening, and after the construction Bid opening, if the Project construction work is rebid without re-advertising. Bidding Documents shall consist of the Phase 500 - Final Design drawings and specifications, any Addenda issued, special, general, and supplemental conditions of the Construction Contract, and modifications, if any, to standard forms provided by the Department. Such forms consist of the Project advertisement, the instructions to Bidders, the proposal forms, general, supplemental, and any special conditions of the Construction Contract, and the form of agreement between the Department and the Construction Contract for the Project work requirements.

BID SECURITY: The monetary security serving as guarantee that the Bidder will execute the offered Construction Contract or as liquidated damages in the event of failure or refusal to execute the Construction Contract.

BUDGET: The maximum legislatively authorized Budget amount to be provided by the State of Michigan and available for a specific purpose or combination of purposes to accomplish the Project for this Contract.

BULLETIN: A standard document form (DTMB-0485, Bulletin Authorization No. and the DTMB-0489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders) used by the Department to describe a sequentially numbered change in the Project under consideration by the Department and the Professional and to request the Construction Contractor to submit a proposal for the corresponding adjustment in the Contract price and/or Contract time, if any. These standard document forms are a part of the "DTMB-0460, Project Procedures" documents package.

CONSTRUCTION CONTRACT: A separate written Contract agreement between the Construction Contractor and the Department for the construction, alteration, demolition, repair, or rebuilding of a State/Client Agency building or other State property.

CONSTRUCTION CONTRACTOR: Any construction firm under a separate Contract to the Department for construction services.

CONSTRUCTION INSPECTION SERVICES: The Professional's field Inspections of the Project during the construction Phase of this Contract which includes but is not limited to: (1) Documenting the quantity and quality of all Project construction work and verifying that the Project construction work is properly completed; (2) Resolve Project problems that are affecting the Project construction work, certify payment requests, process Bulletins, Contract Change Order recommendations, and requests for information (RFI's) in a timely manner as prescribed in the Department's, "MICHSPEC 2001 Edition of The Owner and Contractor Standard Construction Contract and General Conditions for Construction (Long Form)" or the current Department, DTMB Short Form 401 - Proposal and Contract/Front-End Package for Small Projects for Professional Services Contractors (PSC) with General Conditions for Construction and Instructions to Bidders" as adopted and modified by the State of Michigan and incorporated into the Construction Contract; and the (3) Inspection of Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's Project

Director/Agency Project Manager and their Department Field Representative that the Project construction work is in compliance with the Professional's design intent and that the Project has been completed by the Construction Contractor in accordance with the Professional's Phase 500 - Contract Documents/drawings and specifications requirements.

The Professional shall provide sufficient Inspections of the Project during the construction Phase to administer the construction Phase field and office services as directly related to the degree of Project complexity, up to and including full-time field Inspections. Construction field Inspections shall occur as the construction field conditions and the Project may require and during the regularly scheduled monthly progress and payment meetings.

The Professional shall use for their construction field Inspection services, only personnel having professional expertise, experience, authority, and compatibility with departmental procedures as the Department may approve. The Professional agrees that such characteristics are essential for the successful completion of the Project. Such individuals shall be replaced for cause where the Department determines and notifies the Professional, in writing, of their unacceptable performance.

CONSULTANT: Any individual, firm, or employee thereof, not a part of the Professional's staff, but employed by the Professional and whose professional service cost is ultimately paid by the State of Michigan, either as a direct cost or authorized reimbursement. This includes the recipient(s) of Contract Orders for material, support, and/or technical services. Also, included are persons and firms whose management and/or direction of services are assigned to the Prime Professional as may be provided elsewhere in this Contract.

CONTRACT CHANGE ORDER: A standard document form (DTMB-0403) issued and signed by the State of Michigan and signed by the Professional which amends the Project Design Professional's Contract Documents for changes in the Project/Program Statement or an adjustment in Contract price and/or Contract time, or both.

CONTRACT DOCUMENTS: The Professional's Phase 100 – Study, Final Report and Phase 500 - Final Design plans/drawings, specifications, Construction Contract, instructions to construction Bidders, proposal, Bidding Documents, agreement, conditions of the Contract, payment bond, performance/labor and material bond, prevailing wages, all Addenda, and attachments as may be necessary to comprise a Construction Contract for the Project. Specifications for this Contract will be prepared for Division 00 through 49, in the current version MasterFormat Outline by the Construction Specifications Institute (C.S.I.), as appropriate for the Project.

CONTRACT MODIFICATION: A form (DTMB-0410) amending the Contract signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the Project/Program Statement or previously unknown on-site field conditions as approved by the Department will be compensated to the Professional by way of the Contract Modification in accordance with the Article II, Compensation text of this Contract. Any Contract Modification of this Professional Services Contract must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the Department may require. No Contract Modification will be approved to compensate the Professional for correcting, or for responding to claims or litigation for, the Professional's Phase 100 – Study, Final Report and Phase 500 - Contract Documents study/design errors, omissions or neglect on the part of the Professional.

CONTRACT ORDER: A form (DTMB-0402) issued and signed by the State of Michigan authorizing a Professional to: (1) Begin to incur Project expenses and proceed with the Project on-site; and (2) Provide professional services for the fee amount designated in the Phases of the Contract Order. Issuance of the DTMB-0402 certifies that: (1) The State will enter into a Professional Services Contract for the professional services described in the various Phases of this Contract; and that (2) The proper three (3) sets of Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the Professional's Professional Services Contract by the SFA, DCD Director.

DEPARTMENT: The Department of Technology, Management and Budget, Facilities and Business Administration, Design and Construction Division. The Department will represent the State of Michigan in all matters pertaining to this Project. This Professional Services Contract will be administered through the Department on behalf of the State of Michigan and The State/Client Agency.

DESIGN MANUAL: Provides the Professional with information regarding the Department's current "Major Project Design Manual for Professional Services Contractors and State/Client Agencies" review process requirements regarding the uniformity in Contract materials presented to it by the Professional and the State/Client Agency(ies). This manual contains the following noted standards, instructions, and procedures information for: (1) General instructions for planning documents from Phase 100-Study through Phase 500-Final Design; (2) Net and gross area/volume; (3) Project cost format; (4) Outline architectural and engineering specifications; (5) Specifications in documentation Phase; (6) Instructions for proposal; (7) Bidders questionnaire; and the (8) Project job sign.

DIRECTOR: The Director of the Department of Technology, Management and Budget or their authorized State of Michigan representative.

DIRECTOR-SFA: The Director of the Department of Technology, Management and Budget, State Facilities Administration or their authorized State of Michigan representative.

DEPARTMENT FIELD REPRESENTATIVE: An employee of the State under the direction of the Department who provides the Inspection of construction Projects for compliance with the design intent of the Professional's Phase 500 - Contract Documents/ architectural and/or engineering drawings and specification requirements and the building construction codes. The Department Field Representative is the liaison between the Construction Contractor, the Professional, and the Project Director/Agency Project Manager. The Project Director/Agency Project Manager, or their Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project

meetings. Unless delegated by specific written notice from the Department, the Department Field Representative has no authority to order any changes in the Project scope of work or authorize any adjustments in Contract price or Contract time.

INSPECTION: The Professional and their Consultant firm's on-site and/or off-site examination of the Project construction work completed or in progress by the Construction Contractor to determine and verify to the Department's, Project Director/Agency Project Manager and their Department Field Representative that the quantity and quality of all Project construction work is in accordance with the design intent of the Professional's Phase 500 - Contract Documents/ drawings and specifications requirements.

KEY PRINCIPAL PERSONNEL/EMPLOYEE: An individual employee of a Professional who is essential for the successful completion of the Project.

NOTICE OF INTENT TO AWARD: A written notice to the Construction Contractor, by the Department accepting the Professional's written recommendation to award the construction Bid to the lowest responsive, responsible qualified construction Bidder. The Notice of Intent to Award letter will also designate the Contract price and itemize the alternates that the Department, at its sole discretion has accepted.

PHASE: A discretely distinguishable step necessary to produce the Project in the course of the Professional providing study, design and construction administration services.

PRIME PROFESSIONAL SERVICES CONTRACTOR/PROFESSIONAL: An individual, firm, partnership, corporation, association, or other legal entity who is legally permitted by law to sign and seal final design construction Contract Documents and licensed under the State of Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, engineering, environmental engineering, geology, civil, land surveying, or landscape architecture services in the State of Michigan.

The Prime Professional Services Contractor/Professional is also legally permitted by the State of Michigan's regulation provisions of the State Construction Code, Act 230 of the Public Acts of 1972, as amended, and designated in a Construction Contract by the Department to recommend construction progress payments to the Construction Contractor.

PROJECT: Any new construction, existing site, new utilities, existing building renovation, roof repairs and/or removal and replacement, additions, alteration, repair, installation, construction quality control and material testing services, painting, decorating, demolition, conditioning, reconditioning or improvement of public buildings, works, bridges, highways or roads authorized by the Department that requires professional study/design services as part of this Contract.

PROJECT COST: The total Project cost including, but not limited to, site purchase, site survey and investigation, hazardous material abatement, construction, site development, new utilities, telecommunications (voice and data), professional fees, construction quality control and material testing services, testing and balancing services, furnishings, equipment, plan(s)/drawing(s) design code compliance and plan review approval fees and all other costs associated with the Project.

PROJECT DIRECTOR: The professional licensed employee of the Department who is responsible for directing and supervising the Professional's services during the life of this Contract. The Project Director, or their Department Field Representative, has the authority to require the Professional to respond to and resolve study/design related problems, construction field problems and to attend Project related meetings.

PROJECT/PROGRAM STATEMENT: The Project/Program Statement is provided by the Department and defines the scope of the problem, describes why this Project is desirable, and provides a preferred resolution of the problem.

PROJECT TEAM: The Professional, the Project Director/Agency Project Manager, Department Field Representative, a representative of the State/Client Agency, and others as considered appropriate by the Department.

PUNCH LIST: A list of minor construction Project items to be completed or corrected by the Construction Contractor, any one of which do not materially impair the use of the Project work, or the portion of the Project work inspected, for its intended purpose. A Punch List shall be prepared by the Professional upon having made a determination that the Project work, or a portion of the Project construction work inspected, in concert with the Professional, the Construction Contractor, the Department, the Project Director/Agency Project Manager and their Department Field Representative, and any construction manager, is substantially complete and shall be attached to the respective DTMB-0455, Certificate of Substantial Completion form. This standard document form is a part of the "DTMB-0460, Project Procedures" documents package.

SOIL EROSION AND SEDIMENTATION CONTROL: The planning, design and installation of appropriate Best Management Practices (as defined by the most current version of the Department's Soil Erosion and Sedimentation Control Guidebook) designed and engineered specifically to reduce or eliminate the off-site migration of soils via water runoff, wind, vehicle tracking, etc. and comply with the Soil Erosion and Sedimentation Control in the State of Michigan as regulated under the 1994 Public Act 451, as amended – The Natural Resources Environmental Protection Act, Part 91 – Soil Erosion and Sedimentation Control. Soil Erosion and Sedimentation Control associated with this Contract will be monitored and enforced by the Department of Technology, Management and Budget, State Facilities Administration, Soil Erosion and Sedimentation Control Program.

STATE: The State of Michigan in its governmental capacity, including its departments, agencies, boards, commissions, officers, employees, and agents. Non-capitalized references to a state refer to a state other than the State of Michigan.

STATE/CLIENT AGENCY: A Department of the State of Michigan, for whose use the Project will ultimately serve, which requires professional design services.

SUBSTANTIAL COMPLETION: The form (DTMB-0445) stating that the Project work, or a portion of the Project work eligible for separate Substantial Completion, has been completed in accordance with the design intent of the Professional's Contract Documents to the extent that the Department and the State/Client Agency can use or occupy the entire Project work, or the designated portion of the Project work, for the use intended without any outstanding, concurrent work at the Project work site, except as may be required to complete or correct the Project work Punch List items.

SUSTAINABLE DESIGN: The Professional's use of a balance of appropriate materials, products and design methods that reduce the impact to the natural ecosystems and be within the Budget constraints of the Project. Sustainable Design shall be used wherever possible by the Professional in their Project design and an itemized list shall be provided with the Professional's Contract Documents that identifies the processes and products.

TASK: Shall mean the following: (1) A quantifiable component of design related professional study/design Task services required to achieve a Phase of the Project; (2) The most manageable sub-element within a study/design Phase; (3) A unique item of work within a study/design Phase for which primary responsibility can be assigned; and (4) Has a time related duration and a cost that can be estimated within a study, design, and construction Phase.

#### ARTICLE XIV COMPLETE AGREEMENT / MODIFICATION

This Professional Services Contract constitutes the entire agreement as to the Project between the parties. Any Contract Modification of this Contract and the Project/Program Statement scope of work requirements must be in writing, signed by duly authorized representatives of the parties, and shall be in such format and detail as the State may require. No Contract Modification may be entered into to compensate the Professional for correcting, or for responding to claims or litigation for the Professional firm's final design Contract Documents/study/design errors, omissions or neglect on the part of the Professional.

## PROJECT/PROGRAM STATEMENT

# PROFESSIONAL'S PROPOSAL

## **PROFESSIONAL CERTIFICATION FORMS**

#### OVERHEAD ITEMS ALLOWED FOR THE PROFESSIONAL SERVICES CONTRACTOR FIRM'S HOURLY BILLING RATE CALCULATION

## CERTIFICATES OF INSURANCE



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET State Facilities Administration Design and Construction Division

## REQUEST FOR PROPOSAL ADDENDUM NO. 01

This form identifies an Addendum to a Request for Proposal for Professional Services, and incorporates interpretations or clarifications, modifications, and other information into the Request for Proposals. Addenda will be numbered by the Project Director and distributed through SIGMA Vendor VSS as an attachment.

TO:	DATE ISSUED
ALL PROPOSERS	December 7, 2022
PROJECT NAME	FILE NUMBER
2023 Environmental Services ISID	N/A
PROJECT DIRECTOR	PROPOSAL DUE DATE:
Indumathy Jayamani	Thursday, January 12, 2023

ADDENDUM ITEMS: (attach additional sheets and drawings if required)

This addendum is to clarify the date for questions.

Questions are to be emailed to Indumathy Jayamani at <u>jaymanii1@michigan.gov</u>, no later 2:00 p.m., EASTERN than on Friday, December 16, 2022

#### APPROVED BY:

PROJECT DIRECTOR Indumathy Jayamani

DATE December 6, 2022

#### STATE OF MICHIGAN DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET State Facilities Administration 3111 W. St. Joseph Street Lansing, Michigan 48917 ADDENDUM NO. 2

#### To: All applicants and interested parties

Date: December 21, 2022

#### Subject: **Department of Technology, Management and Budget (DTMB)** 2023 Environmental Remediation ISID RFP Professional Environmental Consulting Services Various Locations, Michigan Request for Proposal

#### Please acknowledge receipt of this Addendum in your proposal.

#### **Questions and Answers:**

The following questions have been compiled to clarify answers to questions regarding portions of the RFP package:

Q1. Please confirm only one sample 1-week period of field activity logs and a sample weekly report must be provided with the proposal and not under each scope area.

A1. Confirmed.

Q2. Based on the RFP text that Section II-4 is "not required at this time." Please confirm DTMB is not expecting the consultant to provide an outline or any response to this requirement in the proposal at this time and it will only be "required at the time of future assignments"?

A2. Confirmed.

Q3. Please confirm which format is required for a proposal response: A) Only one questionnaire is required for the entire submission with the appropriate scope categories checked, regions checked, and applicable references/personnel for each desired scope; or B) A questionnaire is required for each scope category checked with applicable references/personnel for that desired scope (understanding there likely will be repetition across multiple questionnaires from a single company)?

A3. Only one questionnaire is required for the submission.

Q4. Please confirm whether or not a standalone document addressing Sections II-1 through II-6 of the RFP is required with the Questionnaire as part of this document (II-5) OR can just the Qualifications Questionnaire be submitted as the primary headings of Sections II-1 through II-6 are addressed within the Questionnaire?

A4. Yes, a written narrative addressing Section II-1 through Section II-6 (Section II-4 is for reference only, see A2), must accompany the questionnaire.

Q5. The RFP asks the respondent to provide "...at least three (3) projects in the last five years closely related to each of the project types". Is it acceptable for the respondent to provide a project example(s) that was completed while under the employ of another company?

A5. No, the project's provided as example should have been completed by the company responding to the RFP.

Q6. The Questionnaire and Proposal Format Part I – Technical, appear redundant. The RFP includes, "NOTE: Any information provided in one location can be referenced as needed in other locations." Please confirm that statements such as, "Refer to Questionnaire Response 5.1." or "Refer to Proposal Response II-4." is sufficient if a response is provided in one of the two documents. Or is the format intentionally redundant and EGLE requires a response in both locations, with a more expansive response provided in the proposal response narrative?

A6. For any information that is already provided in the questionnaire, referring that information is sufficient.

Q7. The billing rate document example provided as II-2-A. Position, Classification and Employee Billing Rate Information is similar, but differs from the MS Word document 2023 Environmental Fillable Position Class Billing Rate Worksheet (rev 221205). Please confirm the MS Word document is the format to include in the submittal.

A7. Confirmed.

Q8. Will EGLE include a list of sites and project types that will be included in the ISID contract in Year 1?

A8. No.

Q9. Is there a limit or targeted number of vendors the Department/Advisory Committee will offer a contract?

A9. No.

Q10. May respondents modify the 2023 Environmental Questionnaire to include additional project reference information (i.e., Project 4 Reference Information, Project 5 Reference Information)?

A10. Yes.

Q11. Page 9 of the proposal states, "The following items B, C, and D will be required only at the time a proposal for an individual assigned project is requested."; however, the statement is followed by bulleted items A, B, C. Please clarify.

A11. Typo noted. The Bullets should have been named B, C, and D.

Q12. Section I-9 of the RFP ("Proposals") states "when uploading, your attachment(s) the attachment must be 6mb or less." Can a bidder's proposal consist of more than one attachment, each being less then 6mb?

A12. Yes.

Q13. RFP, Section II, Part 1 Technical; Section II-3 Personnel. Please provide further detail regarding what is meant by chronological.

A13. Resumes of all proposed Key Personnel should include the period the experience occurred.

Q14. RFP, Section II, Part 1 Technical; II-5 Questionnaire? Please clarify what is meant by "narrative addressing the items above".

A14. See A4.

Q15. Questionnaire, Article 1, subsections 3, requests an organization chart depicting key personnel and their roles for a typical assigned project. The projects under this contract are anticipated to include a wide range of scopes and required skill sets. Please provide additional detail on what constitutes a typical assigned project for use in developing the requested organizational chart.

A15. The organizational chart should note the Key Personnel and staff needed for the project types and services identified in the questionnaire.

Q16. Questionnaire, Article 1, subsections 5, states "provide a four-year rate schedule per position". What is being asked for here? Is this different from II-2-A Position, Classification and Employee Billing Rate Information?

A16. The same information is being requested in both places.

Q17. Page 6 of the RFP states "when entering the proposal amount, please enter the total cost amount as \$1.00", but the Project Statement states, "please enter the total cost for all phases as the bid amount." Which method is preferred?

A17. Discrepancy noted. Please enter the bid amount as "\$1.00" as stated in the RFP.

Q18. In section II-2 of the RFP (page 6) states that the bidder should "Indicate which of these individuals you consider to be "Key Personnel" for the successful completion of these project types, identify them by position and classification and provide their resumes." Should resumes only be included for individuals that meet the "Professional Key Personnel" criteria in the "Guidelines for Position Classifications" or can we include resumes for personnel we consider key, but may be considered non-key in the position classification criteria?

A18. Yes.

Q19. Section II of the RFP (proposal format) states that the proposal must be submitted in the format outlined. However, in subsection II-4 "Management Summary, Work Plan, and Schedule," it is noted that this section is for reference only. May we omit this section heading from our proposal?

A19. See A2.

Q20. Question 4 in Article 1 of the questionnaire asks about recent changes in organizational structure (e.g., management team) or control of your company. Please define recent.

A20. Any changes within the past 12 months.

Q21. Several of the questionnaire questions, especially in Article 5, appear to request a singular number answer (as a percentage or number of days/weeks). We believe it may be helpful to provide more context for several of these questions. Will that type of response be accepted, or shall we limit our response to the singular, numerical answer only?

A21. At a minimum the percentage is required.

Q22. Article 6 of the questionnaire includes 5 Key Personnel. Should these include only the "Level 4" key personnel as described in the Guidelines for Position Classification or all Level 3 and Level 4 Key Personnel. If the latter, may we add an attachment for additional Key Personnel beyond the 5 spaces included in the questionnaire?

A22. See A18. Additional spaces can be added as needed.

Q23. In Article 6 of the questionnaire, questions 6.3 and 6.4 refer to the Professional Project Manager. Can you define "Professional Project Manager." Can this be more than one person?

A23. Please refer to the Guidelines for Position Classifications. Yes, Project Manager, can be more than one person.

Q24. The RFP asks in II-2 for an "Outline your experience with similar projects, sites, and clients as examples." The ask for similar project descriptions is repeated in II-6 and in Article 8 of the questionnaire. Is there a preference for which section includes the project examples?

A24. Responses are required for both parts. Also, see A6.

Q25. Page 6 of the Scope of Work document indicates that the Professional shall arrange for all its employees that will be working on a contaminated site to attend a health and safety training course, and/or a personnel protection course. Can you specifically identify which safety training courses are required?

A25. The professional, needs to identify all training required by State and Federal laws for personal working on a particular site type, and ensure that their employees working on that project/site have the necessary training.

Q26. RFP Page 8 and 12, Table II-2-A: Do we input employee names on this table? And classification (from "Guidelines for Position Classifications")?

A26. Yes.

Q27. Under Article 8 of the Questionnaire, is it expected we provide three references overall that encompass all the service areas we select or three references per service area.

A27. Please ensure you provide a minimum of three references per service area.

Q28. Please clarify the preference provisions for Michigan-based firms. Preference is not stated in the RFP document, but it is stated in the Scope of Work, and a certification form is attached to the RFP. If there is a preference, how is it applied?

A28. None.

Q29. Are there any preference provisions for Small Business Enterprises or Disadvantaged Business Enterprises?

A29. None.

Q30. The RFP states that "The ISID contracts will supplement, but not replace, standard requests for proposals or qualifications as a method for obtaining professional services." Please clarify how this contract will be used to supplement other methods for obtaining professional services.

A30. ISID contract is a standalone method in addition to the standard request for proposal process.

Q31. The RFP states that "DCD reserves the option of requesting ...proposals from more than one professional for a particular project." Please clarify the conditions, metrics or process for how the DCD decides whether to ask multiple ISID contract-holders to submit proposals for the same project.

A31. This will be decided on a case-by-case basis.

Q32. Are any terms of this (sample) contract negotiable, including, but not limited to, subjects of Indemnification, defend and hold harmless, and limitation of liability?

A32. No.

Q33. The scope of work states "The Professional's personnel and the personnel of its subconsultants/subcontractors will be required, if requested by the Agency Project Manager on behalf of EGLE's attorneys, to provide assistance to the State in the form of participation in legal actions against alleged responsible parties... including the preparation and execution of interrogatories, affidavits, and testimony as a fact witness... "The State will reimburse the Professional for such assistance as described above at the contractually approved rates for the Professional's personnel at the time services are required." May respondents submit classification-based labor rates for litigation support with the schedule of Position, Classification, and Employee Billing Rate Information, to be approved in the contract? And similarly, for Expert Witness Fees?

A33. The hourly billing rates for these types of services can be included.

Q34. Are subcontractors bound to contract rates (provided in the rate sheet)?

A34. No.

Q35. Can a sub (contractor) do lumpsum on the task orders?

A35. Payment of subcontractors is determined between the contractor and subcontractor.

Q36. Experience (questionnaire) – Do project examples need to be Michigan-specific (extra points?) or countrywide?

A36. Can be either.

Q37. Personnel (questionnaire) - Michigan based personnel required or given extra points?

A37. No.

Q38. Do sub-consultants need to complete the Environmental questionnaire?

A38. No.

### PROFESSIONAL'S PROPOSAL

# TECHNICAL PROPOSAL - PART I

# **Environmental Services** 2023 Indefinite Scope Indefinite Delivery (ISID)

Indumathy Jayamani, DTMB - DCD Project Director J Department of Technology, Management and Budget NTH Proposa State Facilities Administration Design and Construction Division 3111 W. St. Joseph Street Lansing, MI 48917 Cc: Bridget Walsh, Department of Environment, Great Lakes, and Energy (EGLE)

January 12, 2023 NTH Proposal #: 0P22000756



NTH Consultants, Ltd. 41780 Six Mile Rd. Suite 200 Northville, MI 48168



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Section 4. Management Summary, Work Plan, and Schedule (Not included per RFP & Addendum 2)

Section 5. Questionnaire

**Section 6.** References & Project Examples

Appendix A Key Staff Resumes

**Appendix B** 



**Required Forms** 

**Appendix C** Example of Activity Logs / Weekly Report

Part II: Cost Proposal (Submitted Separately)





Indumathy Jayamani, DTMB - DCD Project Director Department of Technology, Management and Budget N State Facilities Administration Design and Construction Division 3111 W. St. Joseph Street Lansing, MI 48917 Cc: Bridget Walsh, Department of Environment, Great Lakes, and Energy (EGLE)

January 12, 2023 NTH Proposal #: OP22000756

RE: Request for Proposals

#### 2023 Indefinite Scope Indefinite Delivery (ISID) for Environmental Services Various Locations, Michigan

Dear Ms. Jayamani and Ms. Walsh:

NTH Consultants, Ltd. (NTH) is providing this technical and cost proposal in response to the State of Michigan Department of Technology, Management & Budget (DTMB) Request for Proposals (RFP) for Indefinite-Service Indefinite Delivery (2023 Environmental ISID) contracts to professional service contractors. These projects will be staffed solely by NTH professionals unless a particular project requires a subcontractor, such as drillers or surveyors.

What you should expect from NTH:

**Trusted Advisors to Lead the Way:** The NTH team brings demonstrated leaders and long-time trusted advisors. Bhushan Modi has been leading several projects under our current ISID contract with EGLE's program/project managers. Some these signature projects include Joe Louis Greenway, Grand Traverse Greenway, Brodhead Naval Armory, Former GM Plant - Saginaw Riverfront Project, and many more.

**Unparalleled Experience:** With experience dating back to some of the earliest state and federal environmental regulations, NTH has assisted a broad range of clients with evaluating, constructing and operating facilities in full compliance with laws and agency protocols. We provide environmental engineering services in areas of air quality, PFAS investigations, regulatory compliance, landfills, site/risk assessments, remedial investigations, feasibility studies, hydrogeologic studies, vaporiIntrusion system design, and storage tank management, just to name a few.

**Client Relations:** Throughout our more than 55-year history, we have earned a reputation with our clients and partners for professional integrity and technical competence. With five offices across Michigan and our staff located in our Northville and East Lansing offices, we have the ability to provide services quickly and efficiently for your project(s)

We are confident that NTH will continue to meet or exceed your expectations and are committed to providing you with the highest quality of service. Given our recent experience, along with our proven track record of success, we are confident that NTH is uniquely qualified to perform pursuant to this contract for DTMB. We acknowledge Addendum No. 1, issued December 7, 2022, and Addendum No. 2, dated December 21, 2022.

Sincerely, NTH Consultants, Ltd.

DocuSigned by: Bhushan Modi

Bhushan Modi Project Manager | Vice President bmodi@nthconsultants.com 248.662.2740

DocuSigned by: AE6DF974C0...

Jeffrey P. Jaros President | Chief Executive Officer jjaros@nthconsultants.com 517.702.2978



# SECTION 1

GENERAL INFORMATION AND PROJECT TEAM





#### WHY NTH?

- 55 years providing professional consulting services to State and Local municipalities
- Currently leading several projects under ISID contract with EGLE's program / project managers
- Extensive experience with the State of Michigan and DTMB projects
- Proven, reliable client service and responsiveness 80% of work is for repeat clients
- ✓ Several successfully completed projects under two previous ISID contracts

#### **Section 1. General Information and Project Team**

#### **NTH History**

NTH Consultants, Ltd. (NTH), is a professional consulting engineering firm, incorporated and licensed as a corporation to do business in the State of Michigan. NTH was founded in 1968 by Jerry Neyer, Benedict Tiseo, and Kal Hindo to provide high-quality professional engineering and technical solutions to a wide variety of clients. They created our firm 55 years ago and we have become nationally recognized as a leader in infrastructure rehabilitation providing Civil Engineering, Geotechnical Engineering, Facilities Engineering, and Environmental Services for many clients to address their public infrastructure needs.

NTH is headquartered in Northville, Michigan, with other Michigan offices located in East Lansing, Grand Rapids, and Detroit, as well as a soils, concrete, and asphalt testing lab in Livonia. Our present staff consists of more than 105 engineers, geologists, scientists, and other support / administrative staff. Since NTH's inception, we have built a reputation of providing professional expertise to investigate field conditions and offer recommendations for design, rehabilitation, and construction of various infrastructure elements. Our field staff work closely with our task and project managers to ensure that deliverables are tailored to the project requirements and delivered to the client promptly.

NTH is an employee-owned firm with decades of experience and a proven client service record. We have earned the respect of our peers and our clients by providing innovative, cost-effective solutions for both unusual and routine projects. We believe the key to our success is serving as a client advocate, which requires a unique understanding of the owner's objectives, expectations, and financial goals.

You won't be our only client, but you will think that you are.

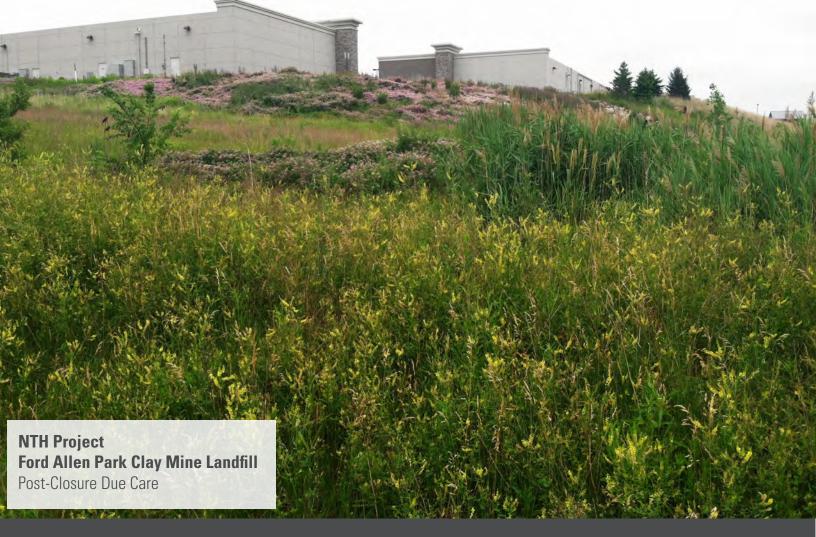
#### **NTH at a Glance:**

- Full Name: NTH Consultants, Ltd.
- **Legal Formation:** Corporation
- State of Incorporation: MI
- Incorporated: July 30, 1968
- Federal ID #: 38-1880747
- SIGMA #: CV0022121
- Over 33 PEs, CPG, CPs
- Over 105 professionals
- Clients: Serving public and private sector clients
- Address: 41780 Six Mile Rd., Ste 200, Northville, MI 48168
- **Authorized Negotiator:** Bhushan Modi, Vice President; bmodi@nthconsultants.com; 248-662-2740

NTH is consistently recognized for its award-winning projects from entities such as the American Council of Engineering Companies (ACEC) and the American Society of Civil Engineers (ASCE) as well as for its corporate management. NTH was recently named the ESOP Company of the Year, a Best and Brightest Workplace both for Metro-Detroit and Nationally, a Detroit Free Press Top Places to Work, and a Crain's Detroit Cool Places to Work. NTH is licensed to operate in the State of Michigan.

NTH specializes in conducting thorough environmental site assessments (ESAs) to provide information to make risk-based decisions and mitigate potential exposure and liability. The scope and depth are personalized for our clients. We perform over 100 Phase I and II ESAs each year, as well as remedial investigations, environmental remediations, and site closures.

NTH has never defaulted on a contract or had one terminated for cause. If awarded this contract please use this address for all communication: 41780 Six Mile Road, Suite 200, Northville, MI 48168.



# **NTH Value Added**

Through NTH's close coordination with the different stakeholders and implementing a detailed postclosure due care plan, the site continues to meet its post-closure due care obligations consistent with the site reuse plans and environmental regulations.

# SECTION 2

# UNDERSTANDING OF PROJECT AND TASKS



#### Section 2. Understanding of Project and Tasks

NTH has reviewed the 2023 Environmental ISID RFP and Scope of Work issued by DTMB for environmental services related to contaminated property (sites) in Michigan. Further, NTH understands that DTMB is seeking the services of gualified firms to provide professional environmental ISID services for a variety of State or Federally funded cleanup sites. We understand that the selected firms will be required to effectively perform tasks at assigned contaminated and / or hazardous waste sites through appropriate screening / investigation and / or remedial / corrective action plan to abate human health or environmental risks or bring an assigned site to an acceptable closure in accordance with the applicable Part 201 or Part 213 of the Michigan Natural Resources and Environmental Protection Act (NREPA) Public Act 451 of 1994, as amended and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and other relevant state and federal statutes and requirements.

If selected, it is our understanding that NTH would be invited to enter into a contract with DTMB for environmental services related to remediation and closure activities at selected contaminated sites in Michigan, and that the contract does not guarantee a project. Upon approval of a contract with DTMB, NTH could be selected to provide a cost proposal for identified services and tasks related to an assigned project overseen by DTMB.

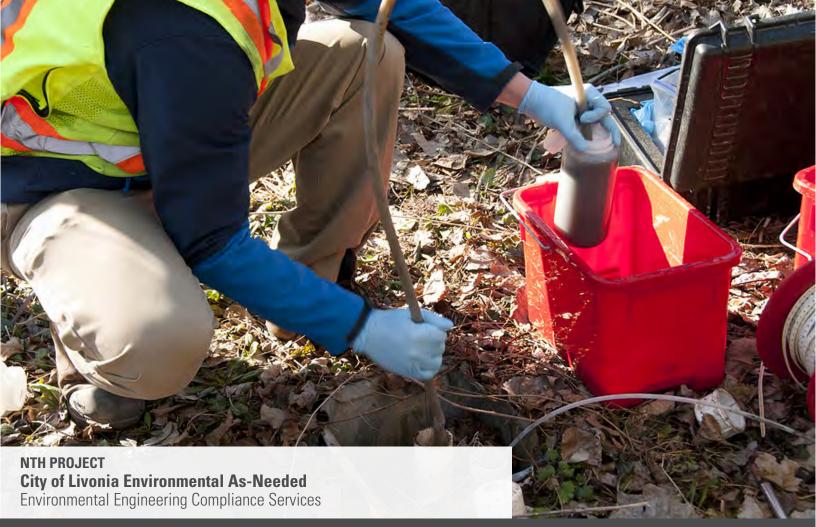
While it is expected that all investigation and remedial activities related to remediation and obtaining closure at each site will be directed under Parts 201 or Part 213, responsibility for the site may not necessarily be with EGLE; some sites are likely to be owned by other state departments including the Michigan Department of Natural Resources (MDNR).

NTH has a long history of success assisting clients and communities across the State of Michigan with site investigations and remediation projects. We are extremely knowledgeable with the details and procedures of Parts 201 and 213 of NREPA and, through our experience, we understand and have assisted clients with thousands of site investigation projects and hundreds of remediation projects over our firm's 55 years of service. Team members available to assist on the project have more than 150 years of cumulative experience with both State and Federal site investigation and remediation requirements and we have good working relationships with staff at both U.S. EPA (Environmental Protection Agency) and EGLE that may be involved on assigned projects.

The Project Team that will interface directly with the State has extensive experience in performing the work tasks that may be required for various project types, including but not be limited to geophysical and utility studies, Phase I and II ESAs, hydrogeological investigations, vapor intrusion assessments, evaluation and design of remediation systems, and construction oversight and management. Descriptions of NTH's experience with projects involving similar work tasks are included in **Section 6, References**.

We understand that the ability to evaluate and assess site information and conditions is an important advantage to successfully achieving quality data. Because of our experience and diverse capabilities, we understand how to add value to sampling strategies, geophysical studies, and hydrogeological investigations. Our highly experienced staff routinely utilize these important factors looking ahead to consider each project site's future needs and goals. For example:

- We recognize the need to consider the final site use and layout when designing an investigation.
   We also understand the need to be flexible during the investigation to obtain as much useful data as possible to eliminate remobilizations.
- We evaluate hazardous materials in existing structures.
- We can evaluate subsurface soils from an environmental, geotechnical and constructability standpoint and design the drilling procedures and plan to ensure that appropriate samples are taken.
- We can evaluate the property for purposes of liability protection and redevelopment potential and also in a manner to evaluate a site's potential impact on surrounding ecological systems.
- Our subsurface utilities engineering (SUE) group specializes in locating subsurface structures such as utility lines, underground storage tanks, and buried debris. Abandoned subsurface infrastructure and buried materials are a common problem on many contaminated sites.







#### **Section 3. Personnel**

#### **NTH Key Staff**

With over 105 professional staff in our five Michigan offices, we are extremely well-equipped to meet the staffing requirements for anticipated projects. The NTH Team includes specialized engineers, scientists, geologists, and project / task managers with extensive experience in all environmental service areas identified in the scope of work. These professionals offer senior level expertise in their field and can lead the oversight teams while ensuring environmental characterization and / or cleanup efforts are conducted in accordance with the project plans and requirements and applicable environmental regulations. We prepare site-specific health and safety plans tailored to meet the requirements of the project. NTH also has a library of JSA's (Job Safety Assessment Procedures) to aid our project team with various field tasks. Experience summaries and project roles for the senior staff for this contract are below. Resumes for these and all key staff are provided in **Appendix A**. A proposed Organizational Chart, which signifies all key staff members, follows in this section.

# Bhushan Modi PROJECT MANAGER / NORTHVILLE OFFICE



Mr. Modi, an NTH Vice President, will be assigned as the Project Manager for this contract and all assigned projects that NTH is selected. Mr. Modi brings over 34 years of civil engineering, environmental and geotechnical engineering consulting experience working on projects for the State of Michigan, municipal governments and numerous private industrial clients. He routinely manages due diligence, environmental site assessments, hazardous material surveys and removal, corrective actions, and construction management and oversight for many of the projects discussed on the project sheets in. He is an officer within NTH and will provide the State with the highest level of service throughout the entire project performance period by ensuring that adequate resources of the company are provided to each project.

#### **Relevant Projects**

#### Detroit Event Center / Little Caesars Arena / The Detroit District

Managed Brownfield redevelopment services for over 150 parcels in cost-effective and timely manner. A detailed spreadsheet was developed to assist the client in prioritizing property acquisitions and establish target completion dates maintain compliance with applicable environmental regulations.

#### Joe Louis Greenway and InnerCircle Greenway Projects

Provided environmental consulting and project management services for the 12-mile long Rails for Trails projects located in the industrial neighborhood.

#### Jeffrey Jaros CORPORATE QUALITY OFFICER / E. LANSING OFFICE



Mr. Jaros has 30 years of experience providing environmental and risk mitigation expertise to clients. His experience includes clean air act (CAA) compliance, air dispersion/deposition modeling, meteorological modeling, spill prevention and response, clean water act (CWA) permitting, regulatory negotiation, strategy development and risk assessment/management. He has experience working with utilities, power producers, iron and steel production, and chemical, pharmaceutical, automotive and medical facilities. Mr. Jaros is the NTH President & CEO.

#### **Relevant Expertise**

#### QA / QC Officer

As a QA/QC Officer, routinely review design specifications, letters, reports, opinions, and other deliverables to ensure conformance to company QA/QC policies.

#### **Project Management**

Managed numerous environmental and multi-discipline projects with extensive field oversight. Experience includes air permitting for new utility-scale power generation, demolition and reconstruction of bulk petroleum storage facilities, compliance assessments, risk assessments, and daily monitoring and oversight.

# Richard Burns PROJECT CONSULTANT / PFAS LEAD / NORTHVILLE OFFICE



Mr. Burns will be available as needed to assist the Project Manager and Project Engineers with technical expertise and guidance related to geophysical studies, hydrogeological investigations, sample collection plans, data evaluation, remedial action design and natural resource damage assessments. Mr. Burns brings more than 37 years industry experience and has planned, managed and conducted environmental projects relating to all aspects of the waste management industry. He has extensive experience in permitting / closure / compliance of waste disposal facilities, including landfills, processing plants, and transfer stations; RCRA and CERCLA environmental investigations and compliance; determining hydrogeologic regimes in multi-aquifer environments, as well as groundwater supply assessments. His technical scope and management of

environmental assignments is extensive and comprehensive, including projects throughout the US and several internationally. Rick, current chairman of the Livingston County Solid Waste Planning Committee, has authored technical papers, including ACSE's 2018 Michigan Solid Waste Infrastructure Report Card and led NTH's team working with MWRA on the first-in-the-nation research project and associated report regarding the statewide impact of landfill leachate PFAS on wastewater treatment plants (WWTP). Rick was the technical lead for MCSWMA's successful CWSRF application and project plan submittal that provided \$3.8M to facilitate the design and construction of a new leachate treatment system, which was completed in less than 10 weeks.

#### **Relevant Projects**

#### Statewide Leachate PFAS Impact on WWTP Influent Study and Report

Technical lead, project manager, and primary report author for the Michigan Waste & Recycling Association's statewide evaluation of leachate PFAS impacts on wastewater treatment plant influent based on mass and concentrations.

#### Huron Monofill

Responsible for all aspects of the solid waste disposal facility, including: permitting; stormwater management; leachate industrial pretreatment; groundwater modeling/monitoring; and landfill closure/post-closure care, focusing on maintaining an inward gradient in this converted rock quarry.

#### Scott Palmer CORPORATE HEALTH & SAFETY / NORTHVILLE OFFICE



Mr. Palmer has over 16 years of experience in occupational safety, hazardous spill cleanup and emergency response. Prior to joining NTH, Mr. Palmer served as in the US Army as a CBRN Operations Specialist and has several safety positions, including as an EHS technician at a hazmat response, remediation, and environmental construction company. In that role, he acted as a site safety for large projects. conducted employee safety training, and performed root cause analysis on incidents and injuries. Mr. Palmer's experience also includes conducting training in confined space entry, hazard communication, lock-out/tag-out and fall protection, performing site safety audits and developing health and safety plans.

#### **Relevant Projects**

#### City of Portland Safety Training

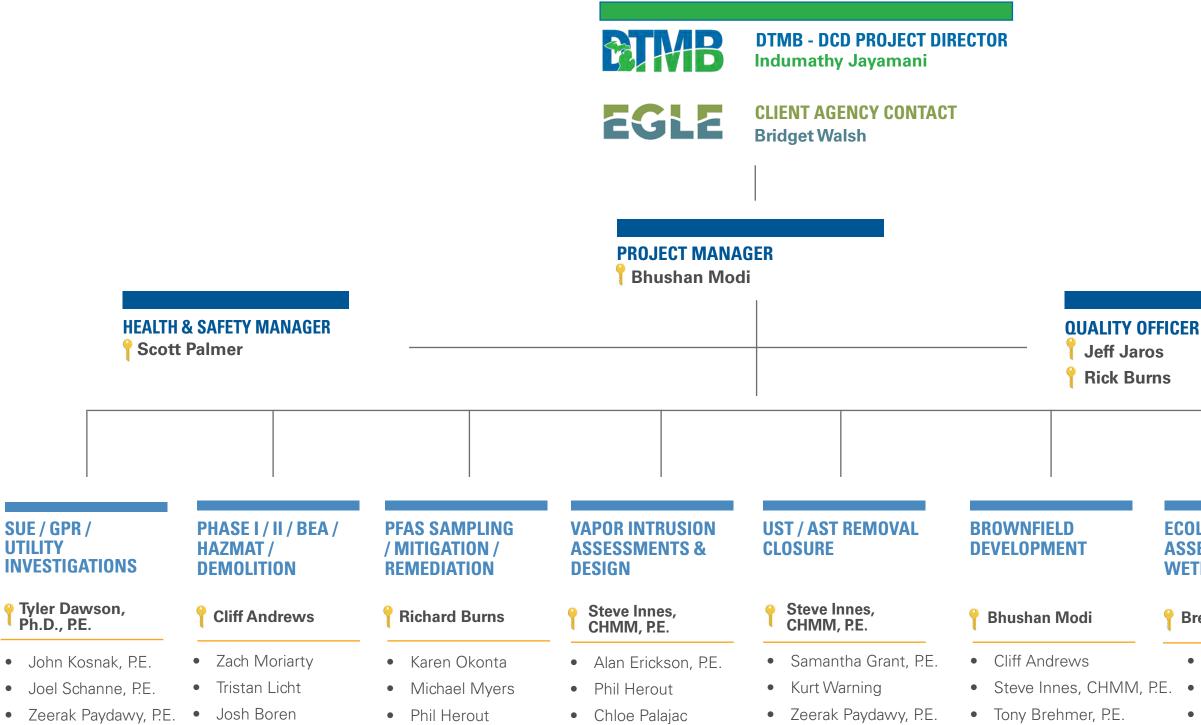
City of Portland Portland, MI Safety Trainer: Creating safety programs and delivering training on those programs.

# Northeast Sewage Pumping Station Safety Audit

Oakland Macomb Interceptor Drain District Detroit, MI

Safety Auditor: Performing reoccurring safety audits of the pumping station, and providing reports after the audit is complete, on an annual basis.

### // NTH Consultants Organizational Chart



#### **KEY PERSONNEL**



### **QUALITY OFFICER / TECHNICAL ADVISORS**

#### **ECOLOGICAL RISK ASSESSMENT /** WETLAND MITIGATION

#### P Brett Schwenke

- Karen Okonta
- Michael Meyers
  - Josh Boren

#### LANDFILL **MAINTENANCE / MONITORING / WELL** ABANDONMENT



- David Lutz, P.E.
- Kurt Warning
- Duggan Doloway



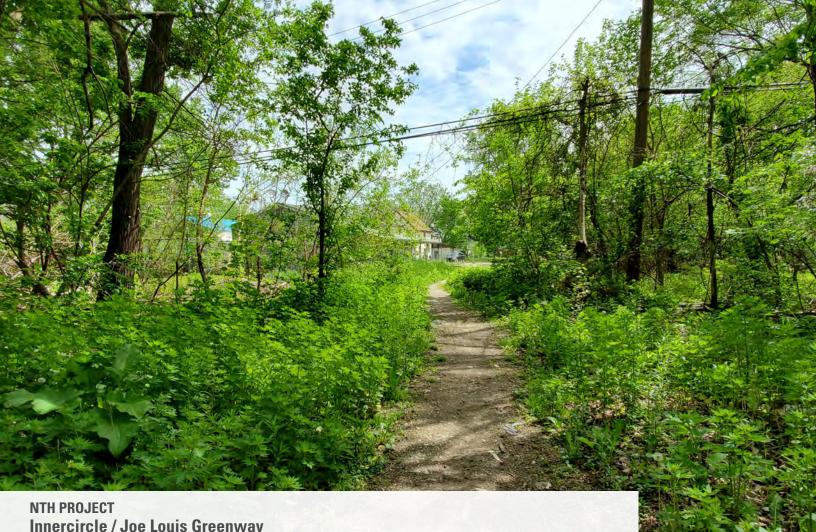
# SECTION 4

# MANAGEMENT SUMMARY, WORK PLAN, AND SCHEDULE



### Section 4. Management Summary, Work Plan, and Schedule

According to the RFP and Addendum 2, this section is for reference only and will be required for future assignments, but not required at this time. NTH will provide this information when assigned to a project under this contract.



**Innercircle / Joe Louis Greenway** Transformation of Abandoned Railroad Corridor into Recreational Trail

# SECTION 5

# QUESTIONNAIRE



#### Department of Technology, Management and Budget 2023 Indefinite-Scope Indefinite-Delivery – Request for Qualifications Professional Environmental Consulting Services Questionnaire Various Locations, Michigan

**INSTRUCTIONS:** Firms shall complete the following information in the form provided. A separate sheet may be used if additional space is needed; please key the continuation paragraphs to the questionnaire. Answer questions completely and concisely to streamline the review process. If you provide information in this questionnaire that is relevant to any other parts of the proposal, please reference the article numbers to avoid repetition.

#### ARTICLE 1: BUSINESS ORGANIZATION

 Full Name: Neyer, Tiseo & Hindo, Ltd. dba NTH Consultants, Ltd. Address: 41780 Six Mile Road; Suite 200 | Northville, MI 48168-3459 Telephone and Fax: 248-662-2740 | 248-324-5178 Website: www.nthconsultants.com E-Mail: bmodi@nthconsultants.com SIGMA Vendor ID: CV0022121

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: In addition to NTH Consultants, Ltd. headquarters, located in Northville, MI, NTH maintains three additional full-service offices in the state of MI. These include: 3001 Coolidge, Suite 101. | East Lansing, MI 48823; 2990 West Grand Blvd.; Ste. M-10 | Detroit, MI 48202; 3300 Eagle Run Drive NE, Suite 202 | Grand Rapids, MI 49525

If awarded a contract and / or subsequent assignment(s), state the specific SIGMA business address which you would like associated for all communication (Contracts, Contract Order, Contract Modifications and Payments)? **41780 Six Mile Road; Suite 200 | Northville, MI 48168-3459** 

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include persons name, title, address, email and phone number. **Bhushan Modi, Vice President; Jason Edberg, P.E., Senior Vice President.** 

2. Check the appropriate status:

Individual firm Association Partnership Corporation, or Combination –

Explain: See Certificate of Good Standing in Appendix B.

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: **Incorporated in the State of Michigan (MI) on July 30, 1968** 

Include a brief history of the Professional's firm: **Please see Section I: General Information and Project Team** 

- 3. Provide an organization chart depicting key personnel and their roles for a typical assigned project. Include generic supporting staff positions. **Please see Section 3: Personnel**
- 4. Has there been a recent change in organizational structure (e.g., management team) or control (e.g. merger or acquisition) of your company? If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. Due to retirements, promotions, hires, and other personal changes, there have been changes to our executive team. Please see Appendix B: Required Forms and Documents to see our most recent Resolution of Corporate Authority to view our current executive team and board members.
- 5. Provide a four year rate schedule per position. **Rate schedule included in Part II. Cost Proposal.**

#### ARTICLE 2: PROJECT TYPES AND SERVICES OFFERED

Identify the project types and professional services for which your firm is exceptionally qualified and experienced. Contractor should have the capability to form potential teams with adequate experience in environmental investigation and remediation services. Provide attachments illustrating a minimum of three examples, with references, of successful projects performed in the last five years for each item checked. Identification of specialties will assist the State project directors/managers in matching firms with projects.

🛛 Asbestos / Lead / Mold / Biohazard / Free Product / Regulated Waste Survey /

Abatement

- Brownfield Development
- Ecological Risk Assessment / Forestry and Land Management / Wetland Mitigation
  - / Streams and Lakes Restoration
- Environmental Investigation / Characterization / Pilot Tests / Feasibility Study
- Environmental/ Roto Sonic Drilling / Well Abandonment
- Ground Penetrating Radar (GPR) / Laser-Induced Fluorescence (LIF) Field

Screening

- ⊠ Landfill Maintenance / Monitoring
- □ Nuclear Waste Management / Disposal / Remediation
- ⊠Per-& Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation
- Phase I / Phase II / Baseline Environmental Assessments

Remediation Systems Design / Construction Oversight / O&M / Decommissioning

Specialty Sub-Surface / Utility Inspection / Sewer Camera / Cleaning

Underground / Aboveground Storage Tank (UST/AST) Removal / Demolition / Soil

Excavation / Closure

⊠Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O&M Services

#### ARTICLE 3: PROJECT LOCATION

Identify the regions where your firm can most efficiently provide services. Assignments may vary from the regions checked, depending on the specialties and services required.

- □ Western Upper Peninsula (west of Marquette)
- □ Eastern Upper Peninsula (east of Marquette)
- ⊠ Northern Lower Peninsula (north of Grayling)
- Saginaw Bay area (east of 127, north of I-69 and M 57, south of Grayling)
- Western Lower Peninsula (west of 127, north of Muskegon, south of Grayling)
- Central Lower Peninsula (east of Battle Creek, west of Chelsea, south of M 46 and M 57)
- Southwestern Lower Peninsula (west of Battle Creek, south of Muskegon)
- Southeastern Lower Peninsula (east of Chelsea, south of I-69)

#### **ARTICLE 4: CONTRACT UNDERSTANDING**

The following items should be addressed on the assumption that your firm is awarded an Indefinite-Scope, Indefinite-Delivery contract. (See attached sample contract).

4.1 Is it understood that your firm is required to respond to small projects (less than \$25,000) as well as larger projects?

Yes ⊠ No □

4.2 Is it understood that there is no guarantee of any work under this contract?

Yes ⊠ No □

4.3 Is it understood that your firm will be required to execute the attached standard State of Michigan contract language for professional services?

Yes ⊠ No □

4.4 Is it clearly understood that professional liability insurance is required at the time of execution of the ISID contract? (See Article 5 of the attached Sample Contract.)

Yes ⊠ No □

4.5 Is it understood that your firm must comply with State of Michigan law as it applies to your services?

Yes ⊠ No □

4.6 Does your firm have prior experience working with the State of Michigan?

Yes ⊠ No □

If yes, explain: Over the last several years NTH has worked on high-profile environmental and infrastructure projects assigned through our existing ISID contract. In addition, for decades, we have worked with State Agencies, such as EGLE, Michigan Department of Corrections, Michigan State Police, Michigan Department of Transportation, and others on a variety of civil, geotechnical, and environmental projects. Please see Proposal cover letter for State projects completed under previous/current ISID contracts.

#### ARTICLE 5: CAPACITY AND QUALITY

5.1 Briefly describe your firm's methods and procedures for quality control for your deliverables and services.

Our Team's commitment to quality is embodied in our work and communicated to our clients and employees through our comprehensive Quality Assurance (QA) program and Quality Policy Statement. The statement reinforces our goal to, understand, and satisfy our clients' needs by:

- Understanding and meeting the project requirements, striving to exceed their service expectations.
- Providing services and deliverables that are technically sound and responsive to their objectives.
- Maintaining focus on continuous improvement and value-engineering concepts.

The NTH Team has comprehensive QA/Quality Control (QC) procedures that promote a high-level of individual and team workmanship and produce consistent services to satisfy our client's requirements. We have experience preparing Quality Management Plans for government agencies. Quality includes excellence in communications (with clients, the public, and contractors), interpersonal relationships, responsiveness, reliability, technical accuracy, documentation, and project closeout, as well as management and technological proficiency. QA/QC as it pertains to projects refers to the quality of our work and attainment of mutually agreed upon project objectives that meet current professional standards.

As part of our continuous improvement focus, our Team maintains and periodically updates a Corporate Quality Manual to ensure the use of best practices companywide. NTH has also established a QA/QC section within our corporate Intranet site to foster enhanced communication and sharing of information. These standard operating procedures document practices that cover all aspects of NTH's business, including administrative, financial, and technical elements.

NTH's Corporate Quality Manual consists of Corporate Directives and Operating Practices. The manual defines minimum operating requirements and forms the basis for each of our processes related to performing professional services and implemented at the corporate, office, and project levels. Our Team believes that quality and value can only be delivered through the successful performance of all our business processes, not just the traditional QA/QC processes. The Corporate Quality Manual is the guideline for the definition, measurement, and improvement of our processes related to performing work that will provide value and client satisfaction.

NTH's QA /QC Program encompasses both administrative and technical issues. The administrative QA Program covers project schedule and budget control, as well as contractual, accounting, and internal procedures. Technical QA focuses on the propriety of data collection methods, validity of analytical results, accuracy of engineering drawings and calculations, and related construction/ rehabilitation issues.

NTH's QA Program provides our clients with reliable and legally defensible data required to develop and implement acceptable solutions in a timely and cost-effective manner.

5.2 Has your firm been involved in claims or suits associated with professional services errors and / or omissions?

Yes ⊠ No □

If yes, explain: Please see legal summary in Appendix B

5.3 Will there be a key person who is assigned to a project for its duration?

Yes ⊠ No □

5.4 Please present your understanding of the relationship between your firm, the DTMB Design and Construction Division, and the State Agency for whom a project will be completed.

NTH understands that DTMB Design and Construction Division is the Project Director and Contract Administrator for any projects initiated under an awarded contract. We further understand that, if awarded, our contract will be with DTMB and that each approved proposal and/or task authorization will be directed by the DTMB Design and Construction Division Project Director. Additionally, project sites may have oversight and/or direct lead by another State of Michigan agency and be funded either through state or federal funds. Finally, all services are required to meet appropriate state or federal agency statutes, procedures, guidelines and/or rules.

5.5 Describe your approach if a bidder proposes a substitution of a specified material during bidding.

NTH is committed to remain current on new and emerging engineering designs, and materials to determine if principles and technologies from these designs can be applied to our current projects. We accomplish this through our internal Professional Development Program (PDP). NTH's PDP encourages our staff to participate in professional development opportunities ranging from on-site technical mentoring to offsite training in specific disciplines. Through proper training and participation in peer groups, NTH remains current on the latest engineering designs.

Before applying new or substitute design technologies or materials, prudence must be applied to ensure that these techniques and materials are appropriate for the given application, have real-world, practical experience in use, and are at least a level of "or equal" for the specified product. Therefore, we internally analyze each proposed engineering design not previously used by NTH to follow proper quality control and that the basis of design the specified product being substituted is not substantially altered.

Furthermore, regardless of whether a substitute material has been successfully demonstrated previously, NTH must still conduct a thorough analysis to verify the success of the project can be demonstrated without adverse impacts to other systems, and that the substituted material will provide the best value to the State. If NTH cannot verify that a proposed substituted material will achieve the necessary design, quality, or performance results during our review, we will discuss the issue with the DTMB Project Director and inform the bidder that we cannot accept its use in the particular application.

5.6 Describe your approach if a contractor proposes a substitution of a specified material or detail with shop drawing submittals or in construction.

NTH is committed to remain current on new and emerging engineering designs, and materials to determine whether principles and technologies from these designs can be applied to our current projects. We accomplish this through our internal Professional Development Program (PDP). NTH's PDP encourages our staff to participate in professional development opportunities ranging from on-site technical mentoring to offsite training in specific disciplines. Through proper training and participation in peer groups, NTH is able to remain current on the latest engineering designs. Before applying new or substitute design technologies or materials, prudence must be applied to ensure that these techniques and materials are appropriate for the given application, have real-world, practical experience in use, and are at least a level of "or equal" for the specified product. Therefore, we internally analyze any proposed engineering design not previously used by NTH to follow proper quality control and that the basis of design the specified product

being substituted is not substantially altered. Furthermore, regardless if a substitute material has been successfully demonstrated previously, NTH must still conduct a thorough analysis to verify the success of the project can be demonstrated without adverse impacts to other systems, and that the substituted material will provide the best value to the State. If NTH cannot verify that a proposed substituted material will achieve the necessary design, quality, or performance results during our review, we will discuss the issue with the DTMB Project Director and inform the bidder that we cannot accept its use in the particular application. NTH works hard to remain current on new and emerging engineering designs and materials to determine whether principles and technologies from these designs can be applied to our current projects. NTH will first review, and attempt to verify, that a proposed substitute for a specified material or detail will achieve the necessary engineering and quality requirements of the project, and we will discuss the issue(s) with the DTMB Project Director. We will review the proposed substitution with the Contractor and/or material Manufacturer to determine necessity and pertinent engineering data required for proper evaluation. We will determine how the substitution will impact project schedule and budget to ensure the best value for the State is being utilized. Each substitute or change in the specified materials or detail that are acceptable will be documented using appropriate forms or report format specified by the DTMB Project Director prior to informing the Contractor that a change is either acceptable or not acceptable for the particular application. Any resulting schedule or cost implications will be clearly documented for DTMB approval and records.

5.7 How will your firm provide consistent and continuous communication pertaining to project activities and project status to the State of Michigan during the progress of projects?

NTH's communication policy as it applies to project management is "communicate early, communicate often." Many of the projects for which NTH manages have requirements for weekly conference calls with the client and monthly and/or weekly project summaries. This has proven to be good project management practice to minimize unexpected condition and associated potential for change orders. For these projects, we recommend NTH's Project Manager schedule a weekly recurring conference call with the DTMB/appropriate State Agency Project Director to discuss key milestones, project status and schedule, upcoming work activities, significant obstacles and suggested solutions, and project budget/ staffing updates. While we have identified task managers to manage individual tasks under this contract, the task manager's primary responsibility is to manage staff and work related to their respective assignments. The task manager reports to the Project Manager and the Project Manager will be responsible to communicating with DTMB.

- 5.8 Does your company have an FTP or similar site for quick posting and distribution of information, drawings, field inspection reports, and other communications?
   Yes ⊠ No □
- 5.9 Describe your method of estimating construction costs and demonstrate the validity of that method.

Methods for formulating our opinion of probable construction costs (OPCC) vary depending on the project stage and size. In order to project a planning-level OPCC (often called a Class IV estimate), we review our database of tabulated bid

information from past construction projects, which includes projects dating back as far as 1989. Based on the information in our database, we perform a linear regression analysis of overall project construction cost, based on the quantity of the primary construction element. Historic costs are advanced to current-year dollars using the Engineering News Record (ENR) 20 City Average Escalation Rate for the period of our project database to account for annual inflation. Based on actual versus predicted, this linear regression analysis has a coefficient of determination (R2) of 76.8%, making it a reasonable correlation to the evaluated historic data, provided the appropriate contingencies (40% to 50%) are applied. For a Class III estimate, or a preliminary design OPCC, we use data from our database of tabulated bid information from past construction projects and perform a multivariable regression analysis that projects an overall construction cost of the projects in our database were awarded based on lump-sum price or did not have unit-price cost information available.

This multi-variable regression analysis has a coefficient of determination (R2) of 90%, resulting in a very close correlation to the evaluated historic data. Design contingencies of 20% and construction contingencies of 10% are recommended when using this approach for preliminary design-level estimates. In order to evaluate cost projections required for a Class II estimate, or an advanced-design OPCC, we perform quantity take-offs of the current design documents and develop unit costs based on current indices for labor and equipment rates, and current market prices for materials. We then use these unit costs to develop a resourceloaded OPCC for the project. Design contingencies of 10% and construction contingencies of 10% are recommended when using this approach for advanced design-level estimates. Class I estimates are the level to which a bidding contractor approaches their estimate for the project. We do not typically advance OPCC estimates to this stage during design. We constantly evaluate our methods according to recent example projects. Since we were recently in the process of designing an interceptor sewer tunnel project, we evaluated our OPCC using bid tabulations from other tunnel projects from the Midwest region. The results of our comparison for two of these projects are show in the following tables. As you can see, the results of our analyses compare very favorably to actual bid amounts.

Type of OPCC Analysis	NTH Results	Low Bid Price	Awarded Bid Price
Class IV	\$1,934 per l.f.	\$1,511 per l.f.	\$2,200 per l.f.
Class III	\$18.1 million	\$16.8 million	\$16.8 million
Class II	\$2,261 per l.f.	\$1,511 per l.f.	\$2,200 per l.f.

#### Project 1 – Detroit, MI

#### Project 2 – Cinninnati, Ohio

Type of OPCC Analysis	NTH Results	Low Bid Price	Awarded Bid Price
Class IV	\$1,653 per l.f.	\$2,820 per I.f.	\$2,820 per l.f.
Class III	\$38.6 million	\$37.4 million	\$37.4 million
Class II	\$2,652 per l.f.	\$2,820 per l.f.	\$2,820 per l.f.

5.10 Describe your approach to minimizing construction cost over-runs.

Based on industry experience, construction cost over-runs generally occur under three circumstances:

1.) The Contractor did not understand the full scope of work when preparing their bid.

2.) The scope of work is changed by the Owner.

3.) The scope of work is changed by an unanticipated condition encountered during construction.

During design, we listen to the Owner at every stage to make certain that we fully understand the scope of work that the Owner expects and ensure that the bidding documents clearly detail the scope of work envisioned by both parties. A substantial amount of construction cost over-runs are a result of the Owner's expectation of what was included in the scope of work not being properly captured and explained in the bidding documents. This helps to limit the cost over-runs occurring under scenarios one and two described above.

The third scenario, unanticipated conditions, cannot be entirely avoided during construction. To control cost over-runs in these circumstances is to understand that issues will arise and be prepared to address them as quickly as possible. The best way to control construction cost over-runs is to limit the amount of delay that is associated with the unanticipated condition. Each construction project involves risk, and we take each available opportunity to discuss risks with the Owner at key stages of the project. We listen carefully to the Owner during the design stage to understand their tolerance for risk, because how the Owner and Engineer choose to deal with project risks has a significant impact on bid prices and the likelihood of subsequent change orders during construction.

As indicated previously, our focus throughout the development of a project is to ensure that the responsibility for assuming risk is placed in the hands of the party best able to assume it. We utilize tools such as risk registers, escrow bid documents, and contractual baselines to spread risks equitably among the interested parties and limit the duration of disputes (and associated delays). Also, while innovation has its place during design and construction, our experience indicates that projects that can be constructed using materials, means, and methods that multiple local bidding contractors are qualified to execute and have experience, are less likely to have cost over-runs during construction.

5.11 What percentage of the construction cost should be devoted to construction administration (office and field)?

Projects that we have provided construction contract administration have ranged from as little as 2-3% for simple projects to as much as 11% of construction cost for very complex projects. Construction administration costs are difficult to estimate based on a percentage of construction costs – primarily due to the variability in complexity, ratio of materials to construction labor on projects, the form of contract being administered, and the influence of market forces on construction bid prices.

We take a much different approach to developing our fee estimates for construction administration, utilizing the contractor's preliminary construction schedule, schedule of values, schedule of submittals, and other information provided with their bid to develop a resource-loaded fee estimate. Our resource-loaded estimate accounts for the number of consecutive operations that require observation by a field inspector, the nature of measurement and payment for major portions of the work, the number of administrative staff required to supervise inspectors, and the quantity of submittals and shop drawings shown in the schedule of submittals. We then review this "work plan" with the Owner to discuss expectations and risks associated with various levels of inspection and administration, as well as the role the Owner expects to take on in the administration of the contract.

5.12 What portion of the assigned work will be performed with your staff and what portion will be provided by sub-consultants?

# 100% NTH staff, unless specialty services are required as part of an individual project (e.g. surveying)

5.13 On a typical project, what would be your response time, from the time receive a project assignment to starting investigation and design work? A typical project might be one involving several disciplines and in the neighborhood of a \$25,000 fee.)

#### 5 Days

5.14 How do you assess whether a construction bidder is responsive and responsible?

Evaluation of a bidders responsiveness is simple - did they provide all of the information requested in the bidding documents and is the provided information complete, accurate, and truthful to the extent of the reviewer's knowledge? If the answer is yes, the bidder is responsive and if no, the bidder is non-responsive. Responsibility of a bidder can be much more difficult to evaluate. Review of financial statements can provide evidence to the bidder's capacity to perform the work. Resumes of key personnel, experience sheets, and project references can speak to the bidder's past experience and can help the reviewer interpolate or extrapolate their ability to perform the work at hand.

Preliminary construction schedules and technical approach narratives can demonstrate to the reviewer that the bidder understands the project and has thought through their approach to such a degree as required to estimate an appropriate construction cost. Review of the bid form allows the reviewer to determine whether the bid is balanced, if appropriate costs have been allocated to key items of work, or if the bidder has unbalanced his bid to obtain large early payment or take advantage of uncertainty of specific items of work. Each of these things combined can help the bid reviewer form an opinion as to whether the bidder is capable of executing the work.

That said, one primary indicator that we rely on to evaluate the responsibility of a bidder is their ability to obtain a performance and warranty bond from a highly-rated surety. Surety agencies and companies evaluate risk associated with their clients' contract pursuits for a living, and bonds are underwritten with expectation of zero loss by the surety. They understand their clients' history regarding performance,

and whether a contractor has defaulted on a bonded contract, even if it is able to pay back and make the surety company whole again, there is a strong possibility that the principal will not be able to qualify for another bond with that surety company. Therefore, one of the most straightforward ways to evaluate responsiveness is to listen to someone that evaluates construction risk for a living and is willing to take financial responsibility for the bidder's ability to successfully complete the work.

#### 5.15 Describe your experience with similar ISID contracts.

NTH provides services to many clients under ISID contracts similar to this proposed contract. Environmental services are currently provided under multiple ISID type contracts, including with the Michigan Department of Transportation (MDOT), Great Lakes Water Authority (GLWA) and DTE Energy. In addition, NTH was awarded and provided services under the 2015 and 2019 DTMB ISID contracts, the predecessors to this proposed contract. Many of the services that are part of this proposed contracts, including asbestos and hazardous materials surveys and abatement, ground penetrating radar, Phase I and Phase II Environmental Site Assessments, Soil Gas Investigations, preparation of Baseline Environmental Assessments, Response Activity Plans, Document of Due Care Compliance, environmental drilling, investigation and characterization, underground storage tank removal, and environmental remediation oversight.

Approximately 20% of NTH services are provided under contracts similar to this proposed contract. Under most of our ISID type contracts, NTH's project manager is assigned a primary contact who assigns project tasks to NTH and to whom all invoices are directed. While the client's primary contact may not be the technical lead on individual assignments, the NTH project manager provides regular updates to keep the client's primary contact apprised of the progress on each task assignment and to track remaining budgets.

5.16 Describe your approach to a construction contractor's request for additional compensation for a change in the project scope.

The approach to this situation varies significantly depending on the contract being administered. Public contracts, particularly those following EJCDC or AIA forms, handle changes in the project scope differently depending on how the change is initiated. If the change is initiated by the Owner, we would issue the equivalent of a Work Change Directive (or Request for Proposal, depending on the contract form) to the Contractor requesting an estimated impact on contract price and schedule. If the Owner and Engineer determine that the estimate provided by the Contractor represents good value for the proposed scope of work, the Engineer prepares a Change Order to be signed and executed by the Owner that makes the associated cost and schedule change part of the contract.

If the Owner and Engineer do not feel that the estimate represents good value, they can either negotiate a price and schedule with the Contractor or simply withdraw the requested change. Work on the proposed scope of work does not proceed until a Change Order is executed. If the change is necessitated by an unanticipated condition encountered during construction, the Contractor will generally provide

notice of the condition and issue a request for information as to how to proceed with the work. Once the information is received from the Owner and Engineer, the Contractor is required to execute the work accordingly. The Owner and Engineer then negotiate the price and impact to schedule with the Contractor.

Once an agreement is reached, a Change Order is prepared and executed to document the change. If agreement cannot be reached, the Contractor and Owner reserve rights to dispute resolution according to the provisions of the contract. Regardless of the type of contract or reason for the change, the best approach to handling changes in scope, price, and schedule begins before the need for such changes arises. We focus on developing a team atmosphere of cooperation, understanding, and mutual respect between all parties on our projects. We find that it helps build a positive rapport and sets the stage for productive negotiations throughout the project that bring value to all parties, instead of an atmosphere where in order for one party to "win" the other must "lose."

5.17 Is a sample of field activity logs detailing a 1-week period (from one of the three (3) prior experience sites) and a weekly report provided?

⊠Yes □No

#### **ARTICLE 6: PERSONNEL STAFFING**

6.1 Is an organizational chart that includes each person on your project team and their identified roles for a typical assigned project provided?

⊠Yes □No Please see Section 3: Personnel

6.2 Please fill out the following information regarding the personnel your firm considers key to the successful completion of the study or project scope of work:

<u>Key Personnel 1</u> Name: **Bhushan Modi** 

Job Title: Vice President | Role on Project: Project Manager / Brownfield Development Lead Labor Classification: Sr. Principal Engineer

College Degree(s): Wayne State University, Graduate Certificate, Environmental Auditing (1998); University of Detroit, MS, Civil Engineering (1995); University of Bombay, BS, Civil Engineering (1984)

Has this individual successfully completed 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training with an up to date 8 hour HAZWOPER refresher training?

⊠Yes □No

Key Personnel 2 Name: **Jeff Jaros** 

# Job Title: President & CEO | Project Role: Corporate Quality Officer / Technical Advisor

Labor Classification: Senior Officer

#### College Degree(s): **The Pennsylvania State University, BS, Meteorology; Michigan State University, Executive MBA, Integrative Management**

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? □Yes ⊠No

Key Personnel 3 Name: Scott Palmer

#### Job Title: Corporate Health & Safety Manager | Role: Health & Safety

Labor Classification: Health & Safety Director

#### College Degree(s): Michigan Technological University, BS, Biological Sciences; United States Army, Chemical, Biological, Radiological & Nuclear Operations Specialist

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? ⊠Yes □No

#### <u>Key Personnel 4</u>

Name: Rick Burns

Job Title: Senior Vice President | Role: Corporate Quality Officer / Technical

#### Advisor / PFAS Sampling / Mitigation / Remediation

Labor Classification: Senior Officer

# College Degree(s): Eastern Michigan University, BS, Geology; Wayne State University, MS, Hydrogeology/Geochemistry

Has this individual successfully completed 40-hour HAZWOPER training with an up to

date 8-hour HAZWOPER refresher training? ⊠Yes □No

Key Personnel 5

Name: Tyler Dawson, Ph.D., P.E.

Job Title: Vice President | Role: SUE / GPR / Utility Investigations

Labor Classification: Principal Engineer

#### College Degree(s): Michigan State University, BS, Civil & Environmental Engineering; Michigan State University, MS, Civil Engineering; Michigan State University, Ph.D., Civil Engineering

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training?  $\Box$ Yes  $\boxtimes$ No

#### Key Personnel 6

#### Name: Cliff Andrews

# Job Title: Principal Professional | Role: Phase I / II / BEA / Sampling & Evaluation

Labor Classification: Principal Engineer

#### College Degree(s): Schoolcraft College, Associates, Applied Science

Has this individual successfully completed 40-hour HAZWOPER training with an up

to date 8-hour HAZWOPER refresher training? ⊠Yes □No

#### Key Personnel 7

Name: Steve Innes, CHMM, P.E.

Job Title: Senior Project Engineer | Role: Vapor Intrusion Assessments & Design / UST / AST Removal Closure

Labor Classification: Senior Project Engineer

# College Degree(s): Clarkson University, BS, Chemical Engineering; Michigan State University, MS, Environmental Engineering

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? ⊠Yes □No

#### Key Personnel 8

Name: Brett Schwenke

# Job Title: Principal Scientist | Role: Ecological Risk Assessment / Wetland Mitigation

Labor Classification: Principal Scientist

#### College Degree(s): United States Army, Bridge Specialist/Combat Engineer; University of Maryland, Linguistics (German, credit hours); Northern Michigan University, BA, Environmental Science

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? □Yes ⊠No

Key Personnel 9

Name: Alan Erickson, P.E.

Job Title: Principal Engineer | Role: Landfill Maintenance / Monitoring

Labor Classification: Principal Engineer

# College Degree(s): University of Tulsa, BS, Petroleum Engineering; Stanford University, MS, Civil Engineering

Has this individual successfully completed 40-hour HAZWOPER training with an up to date 8-hour HAZWOPER refresher training? ⊠Yes □No

6.3 Does the Professional Project Manager (PM) have at least three years' experience as a PM? ⊠Yes □No

6.4 Does the Professional PM have a minimum of 10 years' experience with similar projects?  $\boxtimes$  Yes  $\Box$ No

6.5 Are the resumes for the key personnel provided? ⊠Yes □No Please See Appendix A

#### ARTICLE 7: SPECIAL FACTORS

Include a brief description of your firm's special qualifications such as awards, recognitions, innovations, etc. that would pertain to this RFP. (As examples: any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm appropriate to this project, financial capacity, etc. Respondents may say anything they wish in support of their qualifications).

The NTH team offers a group of talented, Michigan-based professionals dedicated to technical excellence, sustained by our commitment to ensure the State's goals and objectives are exceeded – every time. Our combined perspectives and experience result in an ability to provide input on project strategy that can facilitate an efficient process to an endpoint that is satisfactory to all stakeholders. NTH is committed to the dedication of Mr. Bhushan C. Modi, a skilled and experienced Program / Project Manager, for this project. Mr. Modi has more than 34 years of experience with contaminated sites and has been a Project Manager for over 25 years. DTMB can be assured that he will provide the required level of project management to make the projects under this contract successful on all levels – including cost, schedule, and quality.

Recently, NTH has been at the forefront of Michigan consultants with work relating to Per- and polyfluoroalkyl substances (PFAS). NTH led Michigan Waste Recycling Association's (MWRA) first-in the-nation research project and associated report regarding the statewide impact of landfill leachate PFAS on wastewater treatment plants (WWTP), for which we won an ACEC / MI Merit Award for Engineering in 2022. Additionally, NTH is the only environmental consultant representing MWRA on a statelevel committee to develop "next steps" to reduce PFAS in landfill leachate discharge and impact to WWTPs.

The NTH Team's history and growth over the past 55 years within the State of Michigan demonstrates our commitment to the State and its environmental programs. NTH began assisting clients in Michigan in 1968. Our Lansing, Grand Rapids, Detroit, and Northville offices have continued to grow since that time and NTH has expanded our client base to include state, federal, and private clients. Staff from each of our Michigan offices have supported State contracts. As an experienced Michigan-based and Michigan-headquartered consulting firm and institution, NTH has completed hundreds of environmental services projects in the state. Our Team has been providing clients with a full range of RI, FS, risk assessment, project / contractor oversight, biomonitoring, and PRP litigation support.

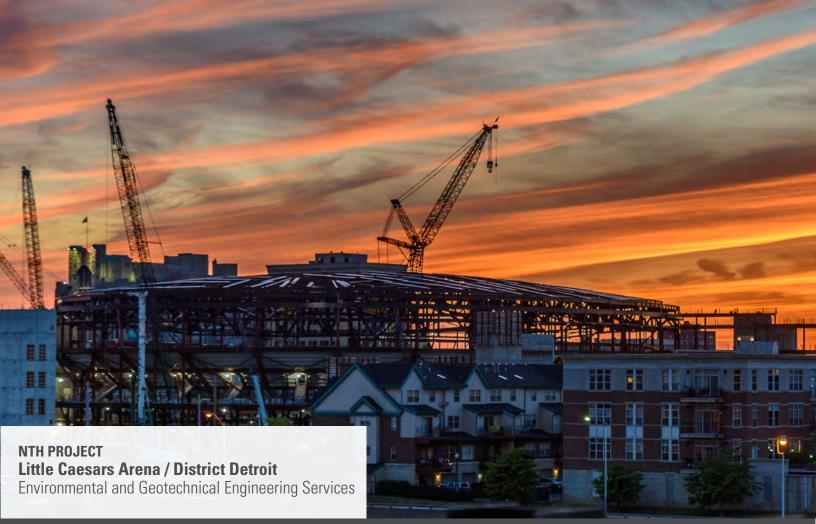
Working in Michigan over the past 55 years, our engineering and geotechnical staff have developed an extensive knowledgebase of soils data, biomonitoring,

hydrogeological information, and insight regarding impoundment and/or landfill design. closure and operation and maintenance throughout the State of Michigan, and under Michigan statutes and administrative rules. Through these efforts the NTH Team has also gained extensive understanding and insight into the state's methodology. contracting, and objectives. As a result, we can offer experienced staff with Michiganspecific regulatory and technical knowledge. Access to timely and comprehensive sources of regulatory reference material is vital. Our Team has enhanced access available to all employees through our array of web-based collaborative workspaces, beginning with our company intranet system. Our system provides access to a multitude of information and training sources. It is each employee's window into a vast array of regulatory, health and safety, technological, information management, internal and external training, project management, and human resources systems and repositories. Our Team integrates its sustainability services into every project. These services are designed to help clients address new challenges and meet long-term operational and growth goals. These services maximize business value for clients by addressing stakeholder concerns regarding environmental impact; proactively improving environmental performance through information management tools that streamline time-intensive processes; and effectively communicate sustainable performance.

#### **ARTICLE 8: EXPERIENCE**

8.1 Provide a client reference and brief descriptions of **at least three (3) projects in the last five years closely related to each of the project types** and professional services requested in this RFP. Emphasis shall be placed on recent work at sites of environmental contamination:

Please see Proposal Section 6 for References and overviews for three projects per each project/service type.



# SECTION 6





#### Section 6. References

Following this page are references, with contact information for previous clients, for three (3) projects in the last five years that are closely related to each of the project types and professional services on which we are proposing in response to this RFP. These references, separated into the project types indicated on our questionnaire, include a brief overview of our work on these projects.

#### **Olympia Little Caesars Arena / District Detroit**

Project Location: Detroit, Michigan
Key Personnel: Bhushan Modi
Contact Name / Phone Number / Email Address: Alexander J. Clark, Miller-Canfield, 248.267.3281, clarka@millercanfield.com

**Project Description:** The project area comprises of \$450 million hockey arena and 45-block entertainment complex in Detroit. The anchor development for the area is the

Little Caesars Arena (LCA), home to the Detroit Red Wings and Pistons. NTH was called out of the engineering "bench" long before the first construction equipment rolled on-site to assist with pre-acquisition due diligence studies as well as preliminary engineering and cost estimating. The challenge was to identify and evaluate potential environmental problems or recognized environmental conditions (RECs) at over 100 tax parcels, ranging from dilapidated residences to former light industrial operations. In addition, NTH was to conduct all environmental characterization and response activities in accordance with state and federal regulations NTH had to work under strict confidentiality agreement and move quickly, as the project schedule was aggressive.

# **Multi-School Design and Demolition Assistance Services**

Project Location: Livonia, Michigan
Key Personnel: Cliff Andrews
Contact Name / Phone Number / Email Address: Harry Lau, LPS, 734.744.2511, hlau@ livoniapublicschools.org

**Project Description:** Since 2009 NTH has provided hazardous materials abatement and demolition services to Livonia Public Schools (LPS). The first project began in 2008

as a Brownfield redevelopment site, which was a former landfill and contained a vacant Cooper school building. As part of the redevelopment NTH provide abatement and demolition services. Since then, NTH has provided similar services for nine schools (Webster School, Wilson Food Center, Perrinville School, Hull School, Washington School, Nankin Mills School, McKinley School, Clay School and Ford Skill Center). The sizes of these buildings ranged from 35,000 and 95,000 square feet.

#### MSU Stem Facility (Former Shaw Lane Power Plant) Environmental Assessment of Hazardous Materials

Project Location: East Lansing, Michigan
 Key Personnel: Cliff Andrews
 Contact Name / Phone Number / Email Address: Thomas Grover, MSU, 517.355.6651, grovert@ehs.msu.edu

Project Description: Through Before MSU could break ground on the STEM

Facility and the renovations to the former Shaw Lane Power Plant, the university retained NTH to assess the plant and its compliance with various regulations related to environmental abatement. NTH worked alongside MSU's Office of Environmental Health & Safety to perform a comprehensive Hazardous Materials Verification Survey (HMS) of the Shaw Lane Power Plant in East Lansing, MI. NTH's knowledge of environmental abatement regulations and expedited hazardous materials survey process enabled Michigan State University to initiate a project to bolster campus learning and collaboration in a newly renovated and unique space.









#### Joe Louis Greenway Transformation of Abandoned Railroad Corridor into Recreational Trail

Project Location: Detroit, Michigan

Key Personnel: Bhushan Modi

**Contact Name / Phone Number / Email Address:** Brian Charlton, Smith-Group, 734.669.2759, brian.charlton@smithgroup.com

**Project Description:** The Joe Louis Greenway (JLG) is envisioned to be 27.5 miles of pathway that provides a safe loop around the city and connects Dearborn, Hamtramck and Highland Park. NTH is providing environmental consulting services to assist the City

of Detroit (City) and the design team in identifying and managing environmental concerns affecting the acquisition and reuse of the 7.5-mile former rail corridor within the JLG project area. NTH's expertise was instrumental in conducting due diligence and developing a plan for complying with continuing obligations for the proposed Joe Louis Greenway. NTH is proud to contribute to this transformational project that links Detroit neighborhoods previously separated by freeways and other obstacles and revitalizes them with a family-friendly, multi-use path.

#### Former General Motors Saginaw Malleable Iron Plant Property Former Automotive Plant to Riverside Park

Project Location: Saginaw, Michigan

Key Personnel: Bhushan Modi / Cliff Andrews

**Contact Name / Phone Number / Email Address:** Brian Kennan-Lechel, County of Saginaw, 989.790.5281, blechel@saginawcounty.com

**Project Description:** Beginning in 2016 under an ISID contract with the State of Michigan, and continuing in 2018-2019 under a Brownfield grant from the Michigan

Department of Environmental Quality (MDEQ; now EGLE) awarded to Saginaw County, NTH was contracted to assist with site assessment activities to help redevelop the former General Motors (GM) Saginaw Malleable Iron Plant and associated Green Point Landfill properties into an extensive riverfront park with hiking, biking, and wildlife observation opportunities. The 332-acre site features a variety of wetland and wooded habitats, panoramic views from the former landfill slopes, connections to regional trail networks, and public access to a half-mile of river frontage.

#### **Grand Traverse Greenway**

Project Location: Flint, Michigan
Key Personnel: Bhushan Modi / Steve Innes, CHMM, P.E.
Contact Name / Phone Number / Email Address: Janet Michaluk, EGLE, 517.643.0314, michalukj@michigan.gov

**Project Description:** Initial cursory sampling of 4-mile rails-to-trails conversion in a heavily urbanized area was unable to determine if soil contamination posed a

risk for the intended use as a trail (versus a residential use) and to what extent (if any) remediation would be required to meet recreational criteria. If contamination required extensive remediation or a sitewide exposure barrier, exhaustive characterization would not have been a good use of funds. Therefore, NTH devised a sampling strategy to use the limited initial project funding to determine if contamination above recreation criteria was likely to be present. NTH's sampling plan utilized the incremental sampling methodology (ISM), which produces data that are highly representative of the sampling area while requiring very few samples for laboratory analysis. Sampling was conducted at selected areas throughout the corridor that abutted different off-site uses (residential, commercial and industrial) to determine the degree to which historical contamination differed throughout the corridor. The sampling program determined that, while localized areas of contamination would require remediation, it was likely that most of the corridor would not require remediation or an exposure barrier, which would save the owner millions of dollars.









# // Ecological Risk Assessment / Wetland Mitigation

# **City of Grayling IBT Trail Wetland Boundary Delineation**

Project Location: Grayling, Michigan
Key Personnel: Brett Schwenke
Contact Name / Phone Number / Email Address: Douglas Schultz, Rowe, 810.869.5170, dschultz@rowepsc.com

Project Description: NTH experts conducted a regulatory wetland boundary delineation

for a proposed multi-use trail along an active railroad corridor, within the City of Grayling. Project area included several miles of railway mainline, and spur serving Camp Grayling, an active Michigan National Guard military installation. A portion of the project site is an active industrial park and transportation hub. Land use activities within the project area included undeveloped land, construction materials storage, waste/broken concrete stockpiles, and similar. Field work was completed in less than one (1) work week. NTH provided a technical report to the prime consultant detailing locations of wetland and upland areas within the project area. NTH prepared site photographs and completed U.S. Army Corp of Engineers wetland/upland data forms.

# MSU Demmer Center Habitat Assessment, T/E Scan & Wetland Boundary Delineation

Project Location: East Lansing, Michigan
Key Personnel: Brett Schwenke
Contact Name / Phone Number / Email Address: Thomas Grover, MSU, 517.355.6651, grovert@ehs.msu.edu

**Project Description:** Michigan State University (MSU) planned to construct a sporting clays range at the Demmer Center located in Lansing, Michigan. During meetings with the Michigan Department of Environment, Great Lakes, and Energy (EGLE), it was requested by EGLE that an aquatic and avian habitat assessment in support of a Part 301 permit application be performed. MSU was also looking to redevelop a portion of the Spartan Village apartment complex. MSU asked NTH to perform a wetland boundary delineation of the site to determine whether wetlands lie within the proposed project footprint. NTH conducted a complete habitat assessment of Ponds 1 and 4 on behalf of MSU and presented MSU EHS with information needed to provide a recommendation regarding the project and environmental impacts.

# **Proposed Keystone Gypsum Mine Wetland Assessment**

Project Location: Losco County, Michigan Key Personnel: Brett Schwenke Contact Name / Phone Number / Email Address: William G. Webber, President,

Kewystone Materials, LLC, 989.752.3101, bill@sargentdocks.com

Project Description: Keystone Materials has acquired a site for potential

development of a gypsum mine, and the site currently consists of natural vegetation communities and is used as an outdoor recreational property. With help from NTH staff's early planning and flexibility to complete the initial assessment in winter, Keystone was able to accelerate their schedule and refine their scope moving forward. NTH services included a desktop review of known wetlands, soil conditions on site, and historical aerial photographic review for indicators of potential wetland areas. NTH also completed a determination of the presence or absence of apparent wetland vegetation (i.e., primarily trees) that may indicate a potential for a wetland, locating and mapping of streams on site, a technical report summarizing our findings, and a vegetation map showing the current vegetation communities of the site. NTH completed this task in accordance with EGLE and U.S. Army Corps of Engineers (USACE) wetland assessment/delineation guidance documents and associated supplements.

# Michigan Department of







#### Ford Allen Park Clay Mine Post-Closure Due Care

Project Location: Allen Park, Michigan
Key Personnel: Alan Erickson, P.E.
Contact Name / Phone Number / Email Address: Colleen Liddell, Ford Motor Company, 313.323.3100, ckoch1@ford.com

**Project Description:** The Ford Allen Park Clay Mine (APCM) is a former industrial landfill located on 200 acres in Allen Park, Michigan. It is regulated under Part 111 and Part

115 of Michigan's Act 451, Natural Resources and Environmental Protection Act. NTH was involved for over 15 years at the site during its active life including design, permitting, construction, monitoring, and closure of the landfill. Due to that extensive involvement and intimate knowledge of the site, NTH was called on to provide post-closure due care services. Through NTH's close coordination with the different stakeholders and implementing a detailed post-closure due care plan, the site continues to meet its post-closure due care obligations consistent with the site reuse plans and environmental regulations. NTH continues to provide post-closure care services to Ford.

#### **Central Wayne County Sanitation Authority Huron Monofill Post-Closure**

Project Location: Huron Township, Michigan

Key Personnel: Alan Erickson, P.E. / Karen Okonta

**Contact Name / Phone Number / Email Address:** Steve Aynes, Central Wayne County Sanitation Authority, 734.722.9980, cwcsaexec@sbcglobal.net

**Project Description:** The Huron Monofill is a closed incinerator ash landfill located on approximately 34 acres in Huron Township, Michigan. It is regulated under Part 115 of Michigan's Act 451, Natural Resources and Environmental Protection Act. NTH has been

involved with the facility since the mid-2000s, assisting CWCSA with the regrading of the landfill prior to closure, and then closure of the landfill. Due to that extensive involvement and intimate knowledge of the site, NTH was called on to provide post-closure due care services. In addition, NTH has assisted CWCSA in lowering post closure operating costs by successfully negotiating with State regulators to allow the decommissioning of the dewatering wells at the facility. Through close coordination with various stakeholders, the site continues to meet its post-closure obligations consistent with environmental regulations.

# Pontiac Collier Road Landfill Post-Closure Maintenance and Monitoring

Project Location: Pontiac, Michigan
Key Personnel: Alan Erickson, P.E.
Contact Name / Phone Number / Email Address: Jack Cady, City of Pontiac, 248.758.3616, jcady@pontiac.mi.us

**Project Description:** The City of Pontiac's Collier Road Landfill was closed in 2006 following operation as a municipal solid waste disposal facility for over 20 years. Since that time, NTH has provided monitoring and maintenance services to ensure

compliance with regulatory requirements and to protect public health and the environment working with limited resources to address on-going PA 451 requirements. NTH provided investigation, design, and construction services for the City throughout the site closure and new landfill development process. NTH has also represented the City of Pontiac during interactions with EGLE to address regulatory compliance requests and financial assurance inquiries.







# // Per & Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation

#### NTH | DTMB - 2023 Indefinite Scope Indefinite Delivery (ISID) for Environmental Services

#### City Of Livonia Environmental As-Needed Environmental Engineering Compliance Services

**Project Location:** Livonia, Michigan **Key Personnel:** Rick Burns / David Lutz, P.E.

**Contact Name / Phone Number / Email Address:** Jacob Rushlow, City of Livonia,

734.466.2606, jrushlow@ci.livonia.mi.us

**Project Description:** The City has called on NTH's expertise in environmental engineering and regulatory compliance for various projects and issues that arise on a year-to-year basis. NTH's environmental engineering and compliance personnel have provided routine and as-needed environmental engineering and regulatory compliance services to the City of Livonia since 2018. NTH's staff knowledge and experience with both environmental regulations and the regulators have served to ensure the City's interests are protected and risk mitigation is shifted to the appropriate responsible party.

#### Wastewater Sampling Program - Wastewater Discharge Permit Compliance for Lansing Board of Water and Light

Project Location: Lansing, Michigan
Key Personnel: Rick Burns
Contact Name / Phone Number / Email Address: Emily Wright, P.E., LBWL, 517.702.6498, emily.wright@lbwl.com

**Project Description:** Lansing Board of Water & Light recently commenced operation of the Delta Energy Park and is subject to routine sampling as part of their environmental compliance program for their Industrial Discharge Permit with Delta Township as well as National Pollutant Discharge Elimination System (NPDES) Permit with EGLE. As an extension of BWL's environmental staff, NTH established the sampling program at DEP and has been conducting sampling for certain parameters, including low-level mercury, PFAS, metals, and other constituents. NTH has also assisted in developing Standard Operating Procedures (SOPs) for the sampling program with the intent of onboarding a new technician into this role and provide necessary training as BWL expands its team.

#### East Lansing Water Resources Recovery Facility Geotechnical Investigation / Design, Environmental Sampling & Construction Materials Testing

Project Location: East Lansing, Michigan

Key Personnel: Rick Burns

Contact Name / Phone Number / Email Address: Peter Daukss, P.E, Tetratech,

517.316.3961, peter.daukss@tetratech.com

**Project Description:** NTH was retained to assist with Geotechnical Investigation and Design, Environmental Sampling, and Construction Materials Testing and Inspection at the East Lansing Water Resource Recovery Facility (EL WRRF). The EL WRRF is located on an approximately 20-acre site and is designed for a peak daily capacity of 18.75 million gallons of raw sewage with average treatment of 12.6 million gallons per day. In addition to the Geotechnical services, NTH provided environmental services which included collection of soil samples from the investigation area within the footprint of existing and former lagoons used to store ash from previous incineration activities at the facility as well as the ferric chloride containment area. Samples were collected to assess soil management options including for waste characterization purposes. Subsequently, to satisfy waste approval requirements for the proposed disposal facility, NTH returned to the site to collect and sample residual materials from within the former ash lagoons for potential Perfluoroalkyl and polyfluoroalkyl (PFAS) contamination.











#### **The Henry Street Development Project**

Project Location: Detroit, Michigan
Key Personnel: Bhushan Modi / Steve Innes, CHMM, P.E.
Contact Name / Phone Number / Email Address: Tyler E. Hardy, Olympia Development, 313.725.3621, tyler.hardy@olydev.com

**Project Description:** Six historic apartment buildings and one commercial building were being redeveloped in a mixed low and market rate development. While the apartment

buildings had been used for residential purposes stood for upwards of 100 years, polluting chemicals may have been used at businesses formerly located on what are now adjacent parking and green space. Because environmental investigations conducted prior to redevelopment identified volatile compounds in soil near the apartments, NTH conducted a soil gas survey at each building. Based on the results of the soil gas survey, NTH designed a vapor mitigation system in the basement of one of the apartment buildings. Because residents would be moving in shortly after construction was complete, a high degree of certainty was required to make sure the system would be effective upon startup. Therefore, NTH designed an active aerated "floor on floor" vapor mitigation system with a supplemental membrane. This system provides the highest amount of free airspace below the membrane without the possibility of dead space caused by variations soil conditions below existing historic buildings.

#### **City of Detroit - Riverside Park**

Project Location: Detroit, Michigan
Key Personnel: Steve Innes, CHMM, P.E. / Cliff Andrews
Contact Name / Phone Number / Email Address: John DeRuiter, City of Detroit, 313.236.6491, deruiterj@detroitmi.gov

**Project Description:** Historic contamination from a manufactured gas plant (MGP) at the property resulted in volatile compounds that could cause a risk to indoor air at a

proposed comfort and concessions station being constructed on the property. Since the building would house both full time workers and the public, the design of the new building needed to protect the building occupants from exposures to these volatile compounds. NTH reviewed existing historical data and determined that a passive mitigation system was appropriate based on the size and foundation of the building. NTH worked with the architect to design a vapor mitigation system so that internal components didn't interfere with building operation. The design incorporated the ability to verify system effectiveness by collecting vapor samples from above the vapor membrane but below the building floor (to limit dilution or background contamination). The design also had the ability to be converted to an active system if desired. During construction, NTH personnel, certified as third party inspectors, observed installation of the vapor membrane and determined it was in accordance with the design and specifications.

#### Lowell Light and Power EHS Services Environmental Permitting, Health & Safety, Stormwater, and Vapor Intrusion Compliance

**Project Location:** Lowell, Michigan **Key Personnel:** Bhushan Modi

**Contact Name / Phone Number / Email Address:** Charlie West, Lowell Light and Power, 616.897.8402, cwest@lowell-light.org

**Project Description:** As LLP's Trusted Advisor, NTH has been providing environmental compliance services to Lowell Light and Power since 2017, including providing internal audits of various EHS program areas, updating environmental permits and plans, and providing environmental design and due care support.







#### City of Lansing Willard Street Pump Station Force Main In-Place Evaluation

**Project Location:** Lansing, Michigan **Key Personnel:** Tyler Dawson, Ph.D., P.E.

**Contact Name / Phone Number / Email Address:** Deann Falkowski, P.E., Fishbeck, 517.887.4009, defalkowski@ftch.com

Project Description: A proposed site development was anticipated to result in an increase

of the sewage flows to the City of Lansing Willard Street Pump Station. The force main connected to the pump station consists of a cast iron reach installed in 1964 and a ductile iron reach installed in 1984. The City wanted to improve the system where needed and retain the portions of the system which are adequate for the planned future use. NTH was selected to test the wall thickness of the ductile iron reach, while in service, to help them evaluate its condition and expected remaining service life. NTH field engineers located the force main, excavated the force main in two locations, and used an ultrasonic thickness gauge (UTG) to estimate the wall thickness.

# **City of Lansing As-Needed Services**

Project Location: Lansing, Michigan
Key Personnel: Tyler Dawson, Ph.D., P.E.
Contact Name / Phone Number / Email Address: Mitch Whisler, City of Lansing, 517.230.1569, mitch.whisler@lansingmi.gov

**Project Description:** NTH was retained by the City of Lansing to provide as-needed geotechnical engineering and construction engineering services. NTH has been in this role for more than 10 years serving the City's needs from our East Lansing office. NTH has provided as-needed for various types of facilities and projects, including roadways, sewer systems, parks, and other miscellaneous developments. NTH has worked seamlessly with virtually every member of the Engineering Department as well as numerous other, local consulting partners.

#### **US Ecology Wayne Disposal Storm Sewer Evaluation**

Project Location: Belleville, Michigan
Key Personnel: Tyler Dawson, Ph.D., P.E.
Contact Name / Phone Number / Email Address: Kerry Durnen, US Ecology, 734.699.6265, Kerry.Durnen@usecology.com

**Project Description:** US Ecology retained NTH to assess and rehabilitate a severely deteriorated storm sewer beneath a critical, high-traffic area at their waste disposal

site in Belleville, Michigan. The owner was concerned that the storm sewer would fail, leading to a sinkhole and costly interruption of site operations. The owner entrusted NTH to lead the project and to identify several options and then implement the solution that would rehabilitate the sewer with the least interruption to site operations. NTH inspected the storm sewer, evaluated rehabilitation alternatives, and collaborated with the owner to identify the preferred solution. NTH implemented the preferred solution, which involved developing construction documents, helping select contractors, scheduling the work, coordinating the contractors, overseeing the work, and developing as-built documentation. Throughout the process, NTH worked closely with site operations personnel to minimize the disturbance to site operations.









# // Underground / Aboveground Storage Tank (UST/AST) Removal / Closure

#### DTE UST / AST Program

Project Location: Various Cities, Michigan
Key Personnel: Steve Innes, CHMM, P.E.
Contact Name / Phone Number / Email Address: Anthony L, Kitchen Sr., DTE Energy, 313.235.6172, anthony.kitchen@dteenergy.com

Project Description: NTH was contracted by DTE to assist them with their Underground

Storage Tank (UST) replacement program. DTE had 64 USTs in place, and wanted to remove and replace them with ASTs over the next 5 years. NTH has helped to have 29 tanks removed, and 20 tanks and fueling systems installed to date.

#### Livonia Commons Retail Center Project Dry Cleaner and Gas Station Remediation

Project Location: Livonia, Michigan Key Personnel: Bhushan Modi

**Contact Name / Phone Number / Email Address:** Trey Buffington, National Real Estate Management Corporation, 314.878.5545, tbuffington@nremgmt.com

**Project Description:** Cleaning up releases from leaking underground storage tanks (USTs) are an unfortunate reality of property redevelopment in urban areas. Their presence is frequently unknown until late in

the planning process, which can lead to unexpected costs and schedule delays. Due to our long history of environmental due diligence, remediation and construction planning, the developers of the Livonia Commons project turned to NTH to address a nearly 20 year old release from a former gas station on the property. NTH's expertise in environmental investigations allowed us to identify and properly define a previously unknown major contamination source. The project included development of risk-based cleanup goals that were approved by MDEQ. While protecting site occupants and the public was always the goal, NTH was able to develop a focused remediation strategy that saved nearly a million dollars, while NTH's use of real-time analysis kept the overall project on-schedule.

#### **Genesee Power Station Storage Tank Evaluation**

Project Location: Flint, Michigan
Key Personnel: Jeff Jaros, Steve Innes, CHMM, P.E.
Contact Name / Phone Number / Email Address: Tom Andreski, CMS Energy Plant
Manager, 810.785.4144, ext. 222, thomas.andreski@cmsenergy.com

**Project Description:** Genesee Power Station, LP (GPS) retained NTH to review their SPCC (Spill Prevention, Control and Countermeasure) program, including the related tank inspection program at their biomass-fired electric generation facility located in Flint. After reviewing documentation for GPS's tanks, and conducting a site walk, NTH conducted a formal external inspection of the above-ground diesel storage tank, tank footprint, and containment areas to verify that these components conform to the owner's requirements, industry standards and regulatory requirements, as applicable.













# **KEY STAFF RESUMES**

# // Resume





#### **EDUCATION** Wayne State University

 Graduate Certificate, Environmental Auditing (1998)

#### **University of Detroit**

• MS, Civil Engineering (1995)

#### **University of Bombay**

 BS, Civil Engineering (1984)

#### PROFESSIONAL LICENSES AND CERTIFICATIONS

 40-hour OSHA HAZWOPER

#### PROFESSIONAL ASSOCIATIONS

- Michigan Association of Environmental Professionals (President / Board Member since 2012)
- ASTM International (E-50 Committee Member)
- Engineering Society of Detroit (Committee Member)
- Geoprofessional Business Association (Member)

#### Bhushan C. Modi Vice President / Senior Principal Engineer

Mr. Modi has over 35 years of experience in conducting and managing environmental due diligence, compliance/permitting, and Brownfield redevelopment projects. He has extensive experience in subsurface explorations, remedial investigations, risk-based corrective actions, due diligence assessments including vapor intrusion and geophysical studies, due care compliance plans, hazardous materials surveys, industrial hygiene studies and project management/owner's representative services. His project work has included urban redevelopment, ecological studies, building demolition support, underground storage tank assessments, property transfers, and soil, groundwater, and vapor/indoor air remediation activities. He has successfully managed multi-disciplined teams addressing all phases of projects from coordinating and planning through construction and operation/implementation.

#### SELECTED PROJECT EXPERIENCE

#### Detroit Event Center / Little Caesars Arena / The Detroit District (2007 - Ongoing)

Olympia Development of Michigan Detroit, MI

Managed Brownfield redevelopment entailing environmental site assessments, subsurface explorations, GPR surveys, remedial investigations, soil-gas sampling, vapor intrusion evaluations, storage tank investigations, construction related due care guidelines, and owner's engineer/project management services for over 150 parcels in cost-effective and timely manner. Due to large number of parcels, a detailed spreadsheet was developed to assist the client in prioritizing property acquisitions and establish target completion dates maintain compliance with applicable environmental regulations.

#### Joe Louis Greenway – InnerCircle Greenway Project (2015 - Ongoing) City of Detroit

Detroit, Dearborn & Highland Park, MI

Provided environmental consulting and project management services for the 12-mile long Rails for Trails project located in the industrial neighborhood. Project tasks entailed Phase I and II Environmental Site Assessments (ESAs), Baseline Environmental Assessment (BEA), Response Activity Plan (ResAP) and Document of Due Care Compliance Plan (DDCC). The project also included entailed coordination with regulatory and municipal agencies, review of environmental data, preparing a Health & Safety Plan.

#### GLWA/DWSD Environmental Health and Safety As-Needed Contarct (2018 - Ongoing)

Great Lakes Water Authority

Various Locations, MI

Tasks under the referenced contract include emergency response and waste management, hazardous materials and asbestos containing material (ACM) surveys and abatements, underground storage tank (UST) investigations, removals and remediations and assistance with proper management of the wastes at the point of generation.



#### SELECTED PROJECT EXPERIENCE CONT.

#### Proposed Riverfront Park – Former GM/RACER site (2016 - 2019)

Michigan Department of Natural Resources Saginaw, MI

Providing environmental consulting and project management services at the site of a former automotive manufacturing plant that is being redeveloped into a public park. Project tasks entailed coordination with regulatory agencies, review of environmental data, conducting pre-acquisition due diligence study and preparing a Plan for Due Care Activities.

#### West Riverfront Improvement Project (2013 - Ongoing)

#### Detroit, MI

Provided project management and consulting services during implementation of soil gas sampling, due care activities, subsurface environmental explorations entailing soil borings and GPR studies, and providing field oversight services to ensure compliance with the project due care plan.

#### Perfection Industries (2018 - 2022)

#### Detroit, MI

Managed and assisted with Consent Order associated with hazardous waste release at a RCRA facility. Complicating factors included uneven ground, overgrown vegetation and an adjacent railroad embankment. Tasks entailed evaluations of remedial options to achieve site closure. Reviewed analysis of remediation alternatives and workplan. Assisted with remediation and implementation of workplan.



# // Resume



EDUCATION Michigan Technological University

BS, Biological Sciences

#### **United States Army**

• Chemical, Biological, Radiological & Nuclear Operations Specialist

#### PROFESSIONAL LICENSES AND CERTIFICATIONS

- 40 Hour HAZWOPER
- Confined Space Entry trained
- OSHA 30-Hour Construction Safety
- OSHA 511
   Occupational Health and Safety Standards for General Industry

#### Scott J. Palmer Health and Safety Manager

Mr. Palmer has over 15 years of experience in occupational safety, hazardous spill clean-up and emergency response. Prior to joining NTH, Mr. Palmer served as in the US Army as a CBRN Operations Specialist and has several safety positions, including as an EHS technician at a hazmat response, remediation, and environmental construction company. In that role, he acted as a site safety for large projects, conducted employee safety training, and performed root cause analysis on incidents and injuries. Mr. Palmer's experience also includes conducting training in confined space entry, hazard communication, lock-out/tag-out and fall protection, performing site safety audits and developing safety plans.

#### SELECTED EXPERTISE

#### Conducting Safety Training

Conducting training on a variety of industrial safety topics, including confined space entry, fall protection, lock-out/tagout, hazard communication/safety data sheets, PPE, first aid/CPR/AED, and other customer-specific training. Maintaining training records and forecasting future training needs.

#### Safety Policy Development

In consultation with operations personnel, have used industry best practices and federal/ state regulations to write new corporate safety programs (including Site Health and Safety Plans and Job Safety Analyses) to ensure worker safety and compliance with regulations and customer policies.

#### Site Safety Auditing

Have performed site safety audits, to include following up on Near Misses, investigating injuries and accidents, and performing root cause analysis. Worked with operations personnel to proactively address site conditions and working procedures before they present safety hazards.

#### Safety Equipment/PPE

Knowledgeable on a wide variety of equipment and PPE. Experienced in respirator wear and training. Have performed qualitative and quantitative fit testing.

#### SELECTED EXPERIENCE

#### City of Portland Safety Training (2022)

City of Portland Portland, MI Safety Trainer: Creating safety programs and delivering training on those programs.

#### Northeast Sewage Pumping Station Safety Audit (2020 - 2022)

Oakland Macomb Interceptor Drain District Detroit, MI Safety Auditor: Performing reoccurring safety audits of the pumping station, and providing reports after the audit is complete, on an annual basis.



# // Resume



#### **EDUCATION**

# The Pennsylvania State University

• BS, Meteorology

#### Michigan State University

• Executive MBA, Integrative Management

#### PROFESSIONAL AFFILIATIONS

- International Air & Waste Management Association (member)
- East Michigan Air & Waste Management Association (member)
- Michigan State University Executive MBA Alumni Association (Vice President, 2015 – 2018)
- NTH Consultants, Ltd. Board of Directors (Secretary, 2008 – Present)

#### Jeffrey P. Jaros President / CEO

Mr. Jaros has 30 years of experience providing environmental and risk mitigation expertise to clients. His experience includes clean air act (CAA) compliance, air dispersion/deposition modeling, meteorological modeling, spill prevention and response, clean water act (CWA) permitting, regulatory negotiation, strategy development and risk assessment/management. He has experience working with utilities, power producers, iron and steel production, and chemical, pharmaceutical, automotive and medical facilities.

#### SELECTED CAPABILITIES

#### **Project Management**

Various Locations

Managed numerous environmental and multi-discipline projects with extensive field oversight. Experience includes air permitting for new utility-scale power generation, demolition and reconstruction of bulk petroleum storage facilities, compliance assessments, risk assessments, and daily monitoring and oversight. An experienced Project Manager that takes a hands-on approach and understands the importance of communication.

#### **QA/QC** Officer

As a QA/QC Officer, routinely review design specifications, letters, reports, opinions, and other deliverables to ensure conformance to company QA/QC policies. Ensure each deliverable satisfies stringent quality guidelines, minimizes risk exposure, meets project and client requirements, and addresses regulatory program criteria, as applicable.

#### **Remedial Investigations**

Managed the investigation, closure and remedial design for the coal combustion residual (CCR) ponds associated with coal-fired power plant Included delineation and removal of CCR from active units, and implementation of a groundwater monitoring network. Successful in receiving clean closure certification from state regulatory authority. Developed, implemented, and managed the remedial action plan as a result of a petroleum release from a bulk storage terminal.

#### **Regulatory Enforcement Support / Expert Witness**

Provides expert witness and testimony to assist in responding to litigation involving allegations of air regulations and nuisance. Successful in refuting claims against a client resulting in dismissal of case. Assisted clients negotiating resolution and/or settlement of enforcement cases initiated by both state and U.S. EPA.



#### **SELECTED CAPABILITIES (continued)**

#### **Risk Assessment/Management**

Managed and performed a risk assessment for the shutdown of a utility-scale coal-fired power plant to estimate liabilities associated with future use status. Managed comprehensive environmental, health, and safety (EHS) audits with an emphasis on identifying non-compliant operations and areas at risk for non-compliance. Audits have been for informational purposes for facility to ensure use of best practices, due diligence during an acquisition, part of settlement negotiations with U.S. EPA, and disclosed to regulatory agency due to a perceived risk of non-compliance. Leads teams in assessing risk, and developing risk registers and prioritization reports for managing potential liabilities at active and decommissioned facilities.

#### **Clean Air Act**

Managed and the technical lead for numerous New Source Review (NSR) permits, both for major and minor sources, for a wide variety of clients including utilities, power generation, foundries, and other manufacturing. His experience includes performing ambient impact analyses, best available control technology (BACT) demonstrations, maximum achievable control technology (MACT) determinations and final permit negotiation.

#### **Spill Prevention & Response**

Prepared spill prevention control & countermeasure (SPCC) plans, facility response plans (FRP) and facility security plans (FSP) for a variety of clients. Assisted clients in responding to actual emergencies requiring emergency response, as well as drills by U.S. EPA aimed at testing the effectiveness of the plans. Develops mitigation and response strategies that are appropriate and readily implemented.

#### SELECTED PROJECT EXPERIENCE

#### **Consumers Energy Next Generation ASCPC Plan**

Essexville, MI

Project Manager for the preparation of a PSD application for a new advanced supercritical pulverized coal-fired power plant at the existing Karn/Weadock Generating Station. The application involved dispersion and deposition modeling, 112(g) MACT analysis, fugitive emissions calculations for coal handling and a human health risk assessment for mercury and lead.

#### Holland Board of Public Works New CFB

Holland, MI

Project Manager for the preparation of a PSD application for a new circulating fluidized bed boiler at the James DeYoung Plant. Application involved a comprehensive BACT analysis for alternative fuels, an alternatives analysis pursuant to CAA Section 165(a)(2), a 112(g) MACT analysis, human health risk assessment for mercury and lead, and an electric generation alternatives analysis required to be submitted to Michigan Public Service Commission.

#### Holland Board of Public Works – Holland Energy Park

Holland, MI

Project Manager and Quality Officer for the preparation of a PSD application for a new natural gas combined cycle (NGCC) combined heat and power (CHP) plant nominally rated at 145 MW. Project was subject to PSD and required several modifications as new equipment as contemplated and/or added.

#### Lansing Board of Water & Light – REO Town

Lansing, MI

Quality Officer responsible for QA/QC of application documents as well as performing air dispersion modeling in support the ambient impact analysis for a new natural gas combined heat and power (CHP) plant nominally rated at 100 MW. The application included a netting demonstration as a result of BWL shutting down an existing coal-fired steam plant interconnected to REO Town via steam pipe.



# // Resume



#### Richard L. Burns Senior Vice President

Mr. Burns is a sought out subject matter expert on per and polyfluoroalkyl substances (PFAS) sampling and evaluations. He has 38 years of experience in the environmental/ engineering consulting field, with a focus on waste-related, contaminant transport, and water resource projects. He has planned, managed and conducted environmental projects relating to all aspects of the waste management industry; renewable energy; agricultural CAFO issues; stormwater/watershed management; GIS application; and pollution prevention. Rick has extensive experience in permitting/closure/compliance of waste disposal facilities, including: landfills, processing plants, and transfer stations; RCRA and CERCLA environmental investigations and compliance; determining hydrogeologic regimes in multi-aquifer environments, as well as groundwater supply assessments. His technical scope and management of environmental assignments is extensive and comprehensive, including projects throughout the US and several internationally.

#### **EDUCATION**

#### Wayne State University

• MS, Hydrogeology/ Geochemistry (1986)

#### Eastern Michigan University

• BS, Geology (1983)

#### PROFESSIONAL ASSOCIATIONS

- Michigan Chamber of Commerce Environmental & Energy Committee and PFAS Technical Subcommittee
- ASCE-MI Infrastructure Report Card, Solid & Hazardous Waste Committee (Chairman, 2017)
- Livingston County, Michigan Solid Waste Planning Committee (Chairman, 2010-2016)
- Michigan Waste and Recycling Association Technical Advisory Committee (member)

#### SELECTED PROJECT EXPERIENCE

# *Clean Water State Revolving Fund Loan/Grant (CWSRF) Application and Project Plan - Leachate Treatment System (2022 - Ongoing)*

Marquette County Solid Waste Management Authority (MCSWMA) Lead Technical Officer: On behalf of MCSWMA in early 2022, Rick served as NTH's lead technical officer for the preparation of CWSRF grant/loan application to provide funding for a new landfill leachate treatment system needed to meet NPDES permit discharge requirements, as well as an EGLE administrative consent order (ACO) for per- and polyfluoroalkyl substances (PFAS). Rick coordinated a diverse technical staff to prepare a comprehensive project plan that included natural resource inventory assessments, economic analyses, and alternative treatment technologies reviews, all within a 10-week time-frame. As result, EGLE granted MCWSMA a \$3.8M loan/grant to allow the project to move forward to the design and construction phases that are ongoing.

# Statewide Leachate PFAS Impact on WWTP Influent Study and Report (2018 - Ongoing)

#### MWRA

Technical lead, project manager, and primary report author for the Michigan Waste & Recycling Association's statewide evaluation of leachate PFAS impacts on wastewater treatment plant influent based on mass and concentrations, the first-in-the-nation project often referenced in national publications. The project involved 35 Type II landfills and 34 regional WWTPs with available PFAS data. Ongoing activities include discussions with MPART, EGLE, and MWEA to determine PFAS reduction in landfills and WWPT biosolids.

#### Huron Monofill (2004 - Ongoing)

Central Wayne County Sanitation Authority (CWCSA) Huron Township, MI

Project Manager: responsible for all aspects of this solid waste disposal facility, including: permitting; stormwater management; leachate industrial pretreatment; groundwater modeling/monitoring; and landfill closure/post-closure care,, focusing on maintaining an inward gradient in this converted rock quarry.

#### PROFESSIONAL ASSOCIATIONS CONT.

 Engineering Society of Detroit Annual Solid Waste Conference Committee (member)

- ASFE Fundamentals of Professional Practice (course graduate)
- Geosynthetic Research Institute (corporate member representative)
- Michigan's PA 451 Part 115 Rules Revision Committee (member)
- Michigan Agriculture Environmental Assurance Program Technical Committee (advisor)
- Governor's Recycling Committee Planning Committee (member)
- USDARD/ACEC Coordination Council (member)
- Hamburg Township, Michigan Environmental Review Board (member)
- Brownfield Redevelopment Board - Hamburg Township, Livingston County, MI (member)

#### **SELECTED PROJECT EXPERIENCE (continued)**

#### Collier Road Landfill (1994 - Ongoing)

Pontiac, MI

Project Manager/Principal Investigator: responsible for multiple permitting activities, groundwater monitoring, stormwater management, facility closure/post-closure activities at this lined and unlined municipal solid waste disposal facility, which relies on maintaining an inward gradient, achieve environmental protection criteria negotiated as part of long-standing consent order.

#### Allied Paper Landfill (OU-1), Kalamazoo River Superfund Site (2007 - Ongoing) Allied Paper

#### Kalamazoo, Michigan

Project Manager: representing the City of Kalamazoo in the review and implementation of the CERCLA process leading to closure of this former paper ill disposal facility, one of several operating units located along an 80-mile length of the overall Kalamazoo River Superfund site. Primary responsibilities included technical review of proposed remedial alternatives, groundwater collection/treatment, and long-term closure leading to proposed redevelopment of the site in coordination with MDEQ and USEPA Region 5 staff.

#### WDI Site No. 1 (1999 - 2003)

#### Michigan

Project Manager: worked closely with the owner's technical director to investigate hydrogeologic conditions, focusing on groundwater recharge sources and impacts, as well as establishing the limits of fill at this former mixed-use, unlined disposal facility located immediately adjacent to Michigan's largest operating commercial RCRA/TSCA disposal facility.

#### Richfield Sanitary Landfill (2004 - 2015)

#### Genesee County,, MI

Project Manager: responsible for several expansions of this Type II/Subtitle D facility, which, due to the owner's financial default/bankruptcy, left the site overfilled with uncontrolled leachate production, which mobilized emergency actions by the State. Subsequently served as the overall NTH Project Manager as part of a design-build team retained by MDEQ, to regrade and cap overfilled areas, install leachate collection/gas management systems, and minimize overall treatment and post-closure care activities and associated costs.

#### Regional and National Landfill Leachate PFAS Presentations (2019 to present)

- Environmental Research and Education Foundation (EREF) PFAS Summit, Ann Arbor, Michigan (August 2019)
- Environmental Business Council, New England (EBC), PFAS Impact on Landfill Operations, Framington, Massachusetts (November 2019)
- Engineering Society of Detroit/MWRA Solid Waste Conference, Statewide PFAS Study, East Lansing, Michigan (March 2020)
- MWRA/NTH Consultants, Ltd PFAS Webinar (June 2020)
- Michigan State University PFAS Research Center, East Lansing, Michigan (November 2020)

# // Resume





#### **EDUCATION**

#### Michigan State University

 Ph.D., Civil Engineering (2012)

#### Michigan State University

• MS, Civil Engineering (2008)

#### Michigan State University

 BS, Civil & Environmental Engineering (2007)

#### PROFESSIONAL LICENSES AND CERTIFICATIONS

- Licensed Professional Engineer (MI)
- MDOT Certified HMA Mix Designer

#### PROFESSIONAL ASSOCIATIONS

- ACEC Transportation Committee (member)
- MDOT/ACEC Joint Training Committee (member)
- Bath Charter Township Construction Board of Appeals (member)

#### **Tyler A. Dawson, Ph.D., P.E.** Vice President

Dr. Dawson leads NTH's subsurface utility engineering (SUE)/ geophysical service line. He has a wide background in SUE and geophysical services for transportation; at utility development, transmission, and distribution facilities; as well as other projects. He has managed numerous projects which have included all Utility Quality Levels of SUE and geophysical investigations as well as utility coordination for various private and public sector clients. He has also led several geophysical investigations using GPR, PPR, MASW, and other techniques to locate buried structures/utilities, subsurface voids, and anomalies behind pipe/ tunnel liners. He routinely manages SUE services for projects in urban areas that have a high concentration of buried utilities.

#### SELECTED PROJECT EXPERIENCE

#### M-25 Reconstruction (2022)

Spicer Group Bay City, MI

Project Manager: The reconstruction of M-25 includes new pavement as well as several utility removals and replacement and the modernization of few traffic signals. SUE services include utility Quality Level B and were performed in support of the project design. The field investigation involves ground penetrating radar (GPR) and electromagnetic line locating equipment to designate the horizontal locations of existing utilities across the entire ROW on both bounds. The SUE results will be used to determine new utility and other project element locations to avoid existing utilities.

#### US-127BL / M-50 Rehabilitation, Jackson (2022 - Ongoing)

Fishbeck Jackson, MI

Jackson, IVII Proiect Man

Project Manager: The rehabilitation of US-127BL / M-50 includes the rehabilitation/ replacement of two bridges, pavement rehabilitation, and installation of watermain. SUE services including Utility Quality Levels B and A are being performed in support of the project design. The field investigation involves ground penetrating radar (GPR) and electromagnetic line locating equipment to designate the horizontal locations of existing utilities at the bridges, at a railroad crossing, and along the proposed watermain alignment as well as performance of a series of vacuum excavated test holes. The SUE results will be used to determine new utility, excavation boundaries, and other project element locations to avoid existing utilities.

#### Traffic Signal Modernization (2021 - Ongoing)

MDOT / Wade Trim

Kalamazoo, Cass and Berrien County, MI

Project Manager: Project includes the modernization of existing traffic signals at 11 intersections along M-43, M-62, M-96, M-60BR, US-121BR, M-51, and I-94 ramps in the Southwest Region. Subsurface utility investigation is being provided in support of traffic signal designs. SUE includes Utility Quality Level D through A. The field investigation will involve ground penetrating radar (GPR) and electromagnetic line locating equipment to designate the horizontal locations of subsurface utilities at the intersection quadrants as well as vacuum excavations to confirm 3D locations at critical locations.

#### SELECTED PROJECT EXPERIENCE (continued)



#### M-3 (Gratiot Ave) Rehabilitation (2021 - 2022)

Michigan Department of Transportation (MDOT) Macomb County, MI

Project Manager: The rehabilitation of M-3 includes the modernization of several traffic signals, lane widening for crossovers, storm sewer expansion, and installation of stormwater BMPs. SUE services including Utility Quality Levels B and A were performed in support of the project design. The field investigation involved ground penetrating radar (GPR) and electromagnetic line locating equipment to designate the horizontal locations of existing utilities as well as performance of a series of vacuum excavated test holes.

#### US-24 (Telegraph Road) Rehabilitation (2021)

Michigan Department of Transportation (MDOT) Dearborn, MI

Project Manager: The rehabilitation of US-24 includes the modernization of several traffic signals and installation of stormwater BMPs. SUE services including Utility Quality Levels B and A were performed in support of the project design. The field investigation involved ground penetrating radar (GPR) and electromagnetic line locating equipment to designate the horizontal locations of primarily gas and water lines as well as performance of a series of vacuum excavated test holes. NTH evaluated the field results and selected test hole locations to efficiently determine the most critical information to gather and save costs/schedule in the process. The SUE results were used to determine foundation locations to avoid existing utilities.

#### Innovate Mound Road - Design Build (2019 - 2020)

MCDR / HNTB

Michigan

Project Manager: The Innovate Mound Rd project includes reconstruction of the corridor pavements as well as improvements to ITS, traffic signals, transit, pedestrian/non-motorized transportation, lighting, etc. SUE services include Utility Quality Levels D through A. The field investigation involved ground penetrating radar (GPR) and electromagnetic line locating equipment to designate the horizontal locations of gas, water, electric, and communications lines as well as performance of a series of vacuum excavated test holes. The data obtained is being used to support Design Build bidding and eventual construction of the project.

#### Gas Pipeline - 14 Mile Road (2020 - 2021)

Consumers Energy

Macomb County, MI

Project Manager: Subsurface utility designating and development of utility conflict matrix in support of the design and construction of about one mile of high-pressure natural gas main. SUE includes Utility Quality Level D through A. Work included obtaining utility owner records and depicting their locations on the project plans. The field investigation involved ground penetrating radar (GPR) and electromagnetic line locating equipment to designate the horizontal locations of subsurface utilities in potential conflict with the project as well vacuum excavation to confirm 3-D locations at discrete locations. A utility conflict matrix was also developed for the project to document all known and potential conflicts with the proposed pipeline and track the conflict resolution process.

#### US-131 @ 3rd Traffic Signal Modernization (2021 - 2022)

HRC

Kalkaska, Ml

Project Manager: Project includes the modernization of existing traffic signals at the intersection of US-131 and 3rd within the North Region. Subsurface utility exploration and design recommendations are being provided in support of traffic signal foundation designs. SUE includes Utility Quality Level D through B. The field exploration involved ground penetrating radar (GPR) and electromagnetic line locating equipment to designate the horizontal locations of subsurface utilities at the project locations. Geotechnical services included the advancement of test borings for each new traffic signal and foundation recommendations.



# // Resumes



#### EDUCATION Schoolcraft College

 Associates, Applied Science

#### PROFESSIONAL LICENSES AND CERTIFICATIONS

- State Michigan Certified Asbestos Inspector
- 40-Hour Hazardous
   Waste Activities Health and Safety Training per 29 CFR 1910.120, with yearly 8-hour refresher courses as required.

# PROFESSIONAL ASSOCIATIONS

 Michigan Association of Environmental Professionals

#### **Cliff J. Andrews** Senior Project Professional

Mr. Andrews has more than 30 years of experience in performing and managing soil investigations, remedial investigations, environmental due diligence assessments, demolition and construction oversight. His project work has included Phase I and II environmental site assessments, baseline environmental assessments and Compliance Analysis (Due Care) Plans, soil and groundwater contamination remedial studies, storm water illicit discharge studies, geotechnical investigations, building demolition, restoration of concrete structures, and construction monitoring.

#### SELECTED PROJECT EXPERIENCE

#### Entertainment and Events Center (EEC) (2007 - Ongoing)

The District, Little Caesars Arena

Task Manager: Served as Task Manager for conducting Phase I and II Environmental Site Assessments (ESAs) of over 200 parcels in Detroit. Prepared Phase I and Phase II ESA reports, over 20 Baseline Environmental Assessment reports, and Due Care Plans to be utilized during construction.

#### Oakland-Macomb Interceptor Drain (OMID) (2012 - 2014)

Oakland-Macomb Interceptor Drainage Drain District Task Manager: Served as Task Manager for conducting Phase I and II Environmental Site Assessments (ESAs) for 4 sewer corridors ranging in size from approximately 2.5 to 8 miles long in Detroit, Warren, Utica, Shelby Township and Sterling Heights. Prepared Phase I and Phase II ESA reports

#### Inner-Circle Greenway Project Area (2014 - Ongoing)

City of Detroit

Task Manager: Served as Task Manager for conducting Phase I and II Environmental Site Assessments for 8 mile corridor through Detroit and Highland Park. Prepared Phase I and Phase II ESA reports.

#### District of Detroit (2017 - Ongoing)

Olympia Development

Detroit, Michigan

Project Manager: Severed as Task Manager for Demolition Services for Olympia Development of Michigan. The project included management and engineering services for demolition of eleven commercial buildings. Conducted Hazardous Material Survey (HMS), prepare bid documents/specifications for the abatement of hazardous materials and demolition, assist in trade contractor procurement, provide management and oversight for waste/debris removal, hazardous materials abatement, building demolition and site restoration.



#### **SELECTED PROJECT EXPERIENCE (continued)**

#### Clay Elementary School (2017 - Ongoing)

Livonia Public Schools Livonia, Michigan

Project Manager: Severed as Project Manager for Demolition Services for Livonia Public Schools. The project included management and engineering services for demolition of two Livonia Public Schools. ConductedHazardous Material Survey (HMS), prepare bid documents/specifications for the abatement of hazardous materials and demolition, assist in trade contractor procurement, provide management and oversight for waste/debris removal, hazardous materials abatement, building demolition and site restoration.

# // Resume



#### **EDUCATION**

#### Michigan State University

• MS, Environmental Engineering

#### **Clarkson University**

• BS, Chemical Engineering

#### PROFESSIONAL LICENSES AND CERTIFICATIONS

- Licensed Professional Engineer (MI)
- Certified Hazardous Materials Manager (CHMM)
- 40 hours HAZWOPER in compliance with 29CFR1910.120 and all annual updates
- Confined Space Entry Training
- Radiation Safety
   Training

#### **Steve Innes, CHMM, P.E.** Senior Project Engineer

Mr. Innes offers 22 years of experience in environmental engineering with a focus on site investigation, remedial design, regulatory compliance, and health and safety. Mr. Innes's experience includes environmental investigations with the goal of gathering information for remediation design, vapor intrusion evaluations, PFAS investigations, risk evaluations, design of remediation and vapor mitigation systems, construction plans and specifications for remediation, abatement and demolitions, construction administration, contractor oversight, due diligence compliance, underground storage tank removal, UST and AST installations, and waste management. Other areas of experience include vibration and sound monitoring, deploying remote data collection systems, and conducting health and safety compliance audits and hazard evaluations.

#### SELECTED PROJECT EXPERIENCE

#### M-43 Peat Removal Preliminary Site Investigation (2020)

Michigan Department of Transportation (MDOT) Okemos, MI

Senior Project Engineer: Conducted an investigation to evaluate if a release from an underground storage tank at an adjacent gas station might have impacted a proposed removal of a peat deposit beneath a roadway. Prepared site sampling plan, obtained contractor quotes and permits for work within the State of Michigan right-of-way.

#### DTE AST/UST Replacement Program (2013 - Ongoing)

DTE Energy Various Locations, MI

Senior Project Engineer: Worked with client to design a holistic approach to replace all of the client's more than 60 underground storage tanks (USTs) with aboveground storage tanks (ASTs). The tanks are used for both vehicle fueling and used oil storage. A standard design was developed that complied with federal and state regulations, and incorporated corporate level requirements. Prepared site-specific conceptual plans that considered requests of site personnel, utilities, traffic patterns, and temporary fueling considerations. Then complete construction contract documents that incorporated drawings and specifications. Reviewed submittals for compliance with contract documents. During construction, coordinated field observation and testing during foundation installation, pavement placement, and UST removal and backfill. Evaluated the results of sampling conducted after UST removal to determine if a petroleum release occurred from the UST system. At project closeout, verified installed components matched those specified.

#### Livonia Commons Redevelopment (2015 - 2017)

Livonia, MI

Project Engineer: Evaluated data from Phase II ESA to develop Sampling & Analysis Plan to delineate the nature and extent of comingled releases from a former gas station and dry cleaners. Performed waste characterization of material impacted from dry cleaner and determined waste would be considered hazardous. Developed site-specific cleanup criteria for dry cleaning solvents present at the site. Designed a vapor mitigation system for a building outside of but near the zone of contamination. Conducted feasibility study for various remediation strategies that considered factors including future risk,



#### **SELECTED PROJECT EXPERIENCE (continued)**

effectiveness, cleanup time, and cost. The site-specific cleanup criteria and vapor mitigation system allowed higher concentrations to remain while still protecting the public, and resulted in a cost savings of over \$1,000,000 for the owner. When remediation was complete, prepared a Restrictive Covenant to obtain site closure for the UST release. Completed a Due Care Plan to document compliance with the owner's obligations for the residual contamination remaining at the property.

#### Various Projects (Ongoing)

#### Various Locations, MI

Project Manager: Managed removal of underground storage tanks (USTs) at facilities ranging from power plants to commercial facilities to schools. During removal, preformed tasks including: directed the contractor during the UST removal, evaluated site conditions to evaluate if a release from the UST system had occurred, collected site assessment and other environmental samples, and evaluated waste disposal options. For properties where a release has occurred, conducted site investigation services to define the nature and extent of the contamination. Developed remediation plans and Corrective Action Plans. Directed site remediation activities and collection of samples verifying that the remediation was successful. Prepared MDEQ required reports including Initial Assessment Reports, Final Assessment Reports, and Closure Reports. Developed and implemented restrictive covenants where appropriate.

#### M-311 over Kalamazoo River Preliminary Site Investigation (2018)

#### Michigan Department of Transportation (MDOT) Battle Creek, MI

Senior Project Engineer: Conducted an investigation to evaluate if a recent oil spill in the Kalamazoo River had residual impact with potential to impact reconstruction of bridge foundations. Sampling locations were selected based on suspected impact areas and proposed foundation elements. Embankment soils and river sediments were sampled and analyzed to obtain data required to obtain a Joint Permit for dredging as part of the proposed construction, and to evaluate cost and health and safety impacts to the project.



# // Resume



#### **EDUCATION**

#### Northern Michigan University

• BA, Environmental Science

#### **University of Maryland**

• Linguistics (German, credit hours)

#### **United States Army**

 Bridge Specialist/ Combat Engineer

#### Lansing Community College

• Wetland Construction (Certificate)

#### PROFESSIONAL LICENSES AND CERTIFICATIONS

- Storm Water Operator

   Construction Site
   (MI)
- Wetland Delineator (WI)

## Brett A. Schwenke Principal Scientist

Mr. Schwenke offers over 30 years of experience in environmental compliance and management of a variety of projects. Those include but are not limited to open-pit, mineral extraction (non-metallic) mining, transportation (incl. aviation and rail), solid waste/landfill facilities, wind, natural gas, and hydro-energy generation projects. His specific skills include but are not limited to natural resource identification, sensitive resource identification, state and federal agency interface, and state and federal agency permitting. Other experience includes but is not limited to overseeing or monitoring natural resource and cultural resource exercises as part of site planning; prepared many permits and permit application packages, wetland determinations, wetland boundary delineations, t/e species evaluations, constructed-ecosystems and similar. Brett has additional experience in construction projects involving shoreline revetment, invasive species control, lead-based paint abatement, microbial water filtration units, expert witness in district and circuit courts, and industrial storm water management and reporting.

## SELECTED PROJECT EXPERIENCE

## City of Midland Gas to Energy Pipeline (2010)

City of Midland Midland, MI Environmental Consultant: Provided wetland be

Environmental Consultant: Provided wetland boundary delineation and assist in permits preparation for gas pipeline from city landfill to city wastewater and water treatment plants.

## Sargent's Docks & Terminal (2014 - 2018)

Sargent Docks Zilwaukee, MI Environmental Consultant: Conducted wetland determination and wetland boundary delineation for future railroad spurs to serve dock and terminal. Prepared joint agency permit application and assisted project engineer.

## SEMCO Gas Transmission Line Proposed Corridor (2014)

SEMCO Gas Forsyth Township, Marquette County, MI Environmental Consultant: Conduct wetland boundary delineation within 32 mile future underground natural gas transmission line corridor.

## Vassar Sand & Gravel Mine (2011-2013)

Vassar Pit Vassar Township, Tuscola County, MI Environmental Consultant: Provide wetland boundary delineation; coordinate timber sale; coordinate with project surveyor and engineer; prepare all permit applications. Oversee exploratory drilling.

## SELECTED PROJECT EXPERIENCE (continued)

## M-30 Sand Mine Wetland Boundary Delineation (2004)

M-30 Pit Jerome Township, Midland County, MI Environmental Consultant: Conduct wetland boundary delineation and design consultation for permitting.

## Bishop International Airpark (1993)

*Flint Township, Genesee County Michigan Environmental Consultant: Conduct wetland boundary delineation and permitting services.* 

# // Resume



#### **EDUCATION**

#### **Stanford University**

• MS, Civil Engineering

#### **University of Tulsa**

• BS, Petroleum Engineering

#### PROFESSIONAL LICENSES AND CERTIFICATIONS

- Licensed Professional Engineer (MI)
- 40-hour OSHA HAZWOP Program

## Alan C. Erickson, P.E. Principal Engineer

Mr. Erickson has more than 34 years of experience in environmental remedial investigations and remedial action plans, solid waste facility engineering and monitoring, and water resources engineering and hydrogeology. Mr. Erickson has planned, conducted, and managed investigations related to groundwater and soil contamination, hydrogeology, and watershed hydrology. His technical expertise includes groundwater and contaminant transport modeling, geochemistry, statistical methods in hydrogeology and groundwater monitoring, and aquifer testing. He has extensive experience in permitting, design, construction, monitoring, and closure of a variety of hazardous and non-hazardous solid waste landfills, waste impoundment lagoons, processing plants, and transfer stations.

### SELECTED PROJECT EXPERIENCE

## Allen Park Clay Mine Landfill (2016 - 2021)

Allen Park, Ml

Project Manager: Managed long-term monitoring and maintenance activities at this closed hazardous and non-hazardous industrial waste landfill. Maintenance includes regular inspection and cleaning of leachate collection system components, landfill cover maintenance, storm water system improvements, and methane management systems installation. Renewed GLWA discharge permit for disposal of the site's leachate to the municipal sanitary sewer and developed BMP compliance program for PFAS. Managed disposal of investigation-derived waste at off-site disposal facilities during geotechnical investigations and routine clean-out of leachate collection system.

## Multiple Landfills (1998 - Ongoing)

#### Michigan

Managed hydrogeologic monitoring for several commercial Type I, Type II, and Type III landfills throughout Michigan. Specific components of these projects included coordinating sampling and laboratory personnel, review and evaluation of hydrogeologic and chemical data, statistical analysis, preparing quarterly reports and notifications, developing and modifying hydrogeologic monitoring plans, assisting with regulatory compliance issues and addressing statistical exceedances, and developing explosive gas monitoring programs. Monitoring plan modifications have included reduced sampling frequency, monitoring parameter waivers, statistical evaluation methods, and demonstrations of site monitorability, many of which have involved negotiation with EGLE.

## Hastings Landfill (2002 - Ongoing)

#### Hastings, MI

Project Hydrogeologic Engineer: Developed a revised hydrogeologic monitoring plan for a Type II solid waste landfill expansion with historic groundwater impacts. The expansion area was demonstrated to be monitorable based on a "line of demarcation" separating the zone of groundwater impacts from the unaffected area. In addition, site-specific background concentrations of naturally occurring parameters (iron and manganese) were developed utilizing sampling data from surrounding residential water supply wells. Evaluated groundwater PFAS concentrations to delineate historical impact.



### **SELECTED PROJECT EXPERIENCE (continued)**

#### Collier Road Landfill (1996 – Ongoing)

#### Pontiac, MI

Project Hydrogeologic Engineer: Mr. Erickson has managed and conducted groundwater and methane monitoring programs throughout most of the active life and closure of a city-owned, Type II municipal solid waste landfill, a period spanning over 20 years. He has designed and implemented investigations to address potential impacts due to methane migration, groundwater chemical changes, leachate outbreaks, and other issues that have occurred at the site. Mr. Erickson has been instrumental in negotiating with the EGLE to develop long-term regulatory compliance solutions for the site that are within the City's financial parameters.

#### Matlin Road Landfill (2012 - Ongoing)

#### Monroe County, MI

Project Engineer: Oversaw detailed construction quality assurance requirements and served as certifying engineer during construction of various landfill cells over multiple construction seasons to ensure compliance with environmental regulations and project documents. Certified cells were subsequently licensed for Type III (C & D) waste disposal under Michigan Part 115 regulations.





# **REQUIRED FORMS**



## **Certification of a Michigan Based Business**

(Information Required Prior to Contract Award for Application of State Preference/Reciprocity Provisions)

To qualify as a Michigan business:

Vendor must have, during the 12 months immediately preceding this bid deadline: or

If the business is newly established, for the period the business has been in existence, it has:

(Check all that apply):

- Filed a Michigan single business tax return showing a portion, or all the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL • ~208.1 – 208.145: or
- E Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

Bidder shall also indicate one of the following:

Bidder qualifies as a Michigan business (provide zip code: <u>48168</u>)

Bidder does not qualify as a Michigan business (provide name of State: \_\_\_\_\_).

Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: \_\_\_\_)



Bidder: NTH Consultants, Ltd.

Jason Edberg, PE

Authorized Agent Name (print or type)

—DocuSigned by: Jason Edburg

12/28/22

Authorized Agent Signature & Date

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.264.



## **Responsibility Certification**

The bidder certifies to the best of its knowledge and belief that, within the past three (3) years, the bidder, an officer of the bidder, or an owner of a 25% or greater interest in the bidder:

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not had a felony conviction in any state (including the State of Michigan).
- (c) Has not been convicted of a criminal offense which negatively reflects on the bidder's business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid rigging, or a violation of state or federal anti-trust statutes.
- (d) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (e) Has not been terminated for cause by the Owner.
- (f) Has not failed to pay any federal, state, or local taxes.
- (g) Has not failed to comply with all requirements for foreign corporations.
- (h) Has not been debarred from participation in the bid process pursuant to Section 264 of 1984 PA 431, as amended, MCL 18.1264, or debarred or suspended from consideration for award of contracts by any other State or any federal Agency.
- (i) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DTMB indicates that the bidder is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
  - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
  - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.



- iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the bidder failed to pay the wages and/or fringe benefits due within the period required.
- iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
- v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
- vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.
- vii. Been found in contempt of court by a Federal Court of Appeals for failure to correct an unfair labor practice as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 U. s. C. 158 (1980 PA 278, as amended, MCL 423.321 et seq).
- (j) Is NOT an Iran linked business as defined in MCL 129.312.

I understand that a false statement, misrepresentation, or concealment of material facts on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

Bidder: NTH Consultants, Ltd.

Jason Edberg, PE	
Authorized Agent Name	e (print or type)
Jason Edburg	40/00/00
6F5EF26DB5EB4B8	12/28/22
Authorized Agent Sig	nature & Date

I am unable to certify to the above statements. My explanation is attached.





## ACKNOWLEDGMENT OF ADDENDUMS

PSC acknowledges receipt of Addenda: No. 1 dated: 12/7/2022,

No. <u>2</u> dated:12/21/2022No. <u>dated</u>: <u>dated</u>:



## NTH Consultants, Ltd.

Litigation and Dispute Resolution Information

1

Claimant / Plaintiff	Date of Litigation	Description	Allegation	Claim Status	Total Damages and Expenses
Wade Trim Associates, Inc. v Ric-Man Construction, Inc. v Oakland County Water Resources Commissioner	2020	NTH, under contract to the civil engineer, provided geotechnical baseline report, tunnel Design, and construction administration support services for a new 7,600-foot transport and storage tunnel. The project is complete and operational, but due to two issues that arose during construction, the owner is making a claim against the civil engineer and the contractor. The civil engineer sued the owner for payment of outstanding invoices and the contractor for indemnification. The owner counter-sued the civil engineer and contractor for indemnity. NTH was brought into the claim by the civil engineer.	The first issue concerns impact to the residential wells during the contractor's dewatering operations. The second issue relates to the owner's decision to shorten the tunnel's length by 25% to avoid further dewatering on the project by the contractor.	Open	TBD



#### NTH CONSULTANTS, LTD.

#### **BOARD OF DIRECTORS**

#### **RESOLUTION OF CORPORATE AUTHORITY**

#### **December 14, 2022**

Be it resolved that the following are appointed officers of the Corporation until so removed by the Board of Directors:

Chairman, Chief Executive Officer President, Chief Operating Officer Senior Vice President, Chief Financial Officer & Treasurer Senior Vice President, Chief Business Development Officer & Secretary Senior Vice President Senior Vice President Senior Vice President Vice President Vice President Vice President Vice President Vice President Vice President Vice President Vice President	Kevin B. Hoppe, PE Jeffrey P. Jaros Jackie M. Roehl Jason R. Edberg, PE Richard L. Burns Charles J. Roarty, PE Saju Sachidanandan, PE Richard A. Bresso, PE Tyler A. Dawson, Ph.D., PE Lisa Dilg Rhiana Dornbos, PE David R. Lutz, PE
	David R. Lutz, PE Bhushan C. Modi
Vice President	Brushan C. Mour

RESOLVED, the Chairman, the President, Vice Presidents, the Treasurer and the Secretary and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company and under this corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter or transaction by any of such officers to be conclusive evidence of such approval.

CORPORATE RESOLUTION MOVED BY \_\_\_\_\_\_,

SECONDED BY

MOTION FOR ADOPTION OF THIS RESOLUTION PASSED.

Chairman

Corporate Secretary

Corporate Seal



Lansing, Michigan

This is to Certify That

NEYER, TISEO & HINDO, LTD.

was validly incorporated on July 30 , 1968 as a Michigan DOMESTIC PROFIT CORPORATION, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1972 PA 284 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission Certificate Number: 21040016204

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 1st day of April, 2021.

Linda Clegg, Director Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search http://www.michigan.gov/corpverifycertificate.

# Stappendix C

# EXAMPLE OF ACTIVITY LOGS / WEEKLY REPORT

## **MONTHLY PROGRESS REPORT**

COMPANY NAME:	NTH Consultants, Ltd.
GLWA CONTRACT:	2003102 Garland, Bewick and Hurlbut Water
	Transmission System Rehabilitation (NE Transmission
	Phase 3)
PROJECT PERIOD:	01/22/22 to 02/18/22

## Activities Accomplished this Period

- Environmental Phase I reporting
- Historical/wetlands study reporting
- HAZMAT lab data reporting and compilation

## Activities to be Completed Next Period

- Follow-up on additional Historical Surveys required
- Incorporate comments from team and finalize environmental reports

## Project Status Relative to Schedule

• On Schedule

## Project Status Relative to Budget

• On Budget

## Current Needs for GLWA Staff Coordination

- Project Funding Sources Identification for GBH Project
- Provide "Project Plan" utilized to secure funding for GBH Project including "Environmental Evaluation" and "Mitigation Measures" sections

## Expected Needs for GLWA Staff Coordination in Next Period

Same as above

## **Problems Encountered and Resolution**

• N/A

## Other Issues for GLWA Consideration

• N/A



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513
PROJECT LOCATION	Van Buren Twp., MI	DATE Monda	y, April 5, 2021
CLIENT	Waste Management	WEATHER	Pt. Cloudy, SE 7 MPH
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	<0.2"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	45 – 66 °F
GEOSYNTHETICS CONTRACTOR	NA	PAGE 1 of	3
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO. 0	12
VISITOR'S ON-SITE	NA	TIME ON-SITE 9:0	00 AM to 11:00 AM

TASK	GENERAL	GENERAL LOCATION			
EARTHWORK CONSTRUCTION					
Excavation/Fill	Clear Overburden		Х		
Proof-rolling/Compaction	Clear Overburden		Х		
Testing	NA				
COMPACTED CLAY LINER/CAP C	ONSTRUCTION				
Excavation/Backfill	NA				
Proof-rolling/Compaction	NA				
Testing	NA				
UTILITY CONSTRUCTION					
Excavation/Backfill/Installation	NA				
Pipe Welding/Assembly	NA				
Testing	NA				
GEOSYNTHETICS CONSTRUCTIO	Ν				
Delivery	NA				
Deployment	NA				
Seaming	NA				
Testing	NA				
Repairs	NA				
OTHER					
NA	NA				
				<u> </u>	
Non-Conforming Items			n	ATE	
ITEM NO.	DWG/SPEC REFERENCE	CORF	RECTED/ INITIALS		

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

Reviewed By:



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513
PROJECT LOCATION	Van Buren Twp., MI	DATE Monda	y, April 5, 2021
CLIENT	Waste Management	WEATHER	Pt. Cloudy, SE 7 MPH
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	<0.2"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	45 – 66 °F
GEOSYNTHETICS CONTRACTOR	NA	PAGE 2 of	3
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO. 0	12
VISITOR'S ON-SITE	NA	TIME ON-SITE 9:0	00 AM to 11:00 AM

EARTHWORK SPECIFICATIONS							
Field Density Test M	ethod: Nuclea	ar Moisture D	Density Gauge No.	NA		_	
Lift Thickness:	NA in	(Compacted	i) NA	Compa	action: NA	% of Maximum D	ory Density
Moisture Range:	NA	% to	NA	% of C	Optimum Moisture Cont	tent Bag # _	NA
		E	ARTHWORK CONST	RUCTION	DATA		
Vertical/Horizontal Contro	ol: NA						
Fill Placed Today:	NA	cy NA	Cumulative Total Pla	iced:	NA	_ су	
Samples Obtained:	Bag(s)	0	Block(s)	0	Shelby Tube(s)	0	
Borrow Source:	NA				Lift Thickness:	NA in	(Compacted)

Compaction Equipment: NA

GEOSYNTHETIC QUANTITIES								
GEOMEMBRANE GEONET GEOTEXTILE GEOCOMPOSI								
	Deplo	yment	ment Seaming		Deployment	Deployment	Deployment	
	Smooth	Textured	Fusion	Extrusion				
Туре	NA	NA	Dual Track	Fillet	NA	NA	NA	
Today:	NA	NA	NA	NA	NA	NA	NA	
To Date:	NA	NA	NA	NA	NA	NA	NA	
		For test results	and details of g	eosynthetics	work performed, see Form N	los. 1 through 6.		

FIELD OBSERVATIONS						
	Yes	No	)	N/A		
Frost in Subgrade or Fill:	[]	[	]	[ X ]		
Surfaces Scarified Prior to Filling:	[ ]	]	]	[ X ]		
Fill Benched/Keyed Into Adjacent Soil:	[ ]	[	]	[ X ]		
Clay Clod Size Reduced to Meet Project Specifications:	[]	[	]	[ X ]		
Test Penetrations Backfilled:	[ ]	[	]	[ X ]		
Method of Backfilling:	Powder	ed Bent	onite	e/soil plug		
Failing Areas Reworked Prior to Retesting:	[]	]	]	[ X ]		
Surfaces Desiccated:	[ ]	[	]	[ X ]		
Desiccation Corrected:	[]	[	]	[ X ]		
Rocks, Debris, etc. removed prior to Geosynthetic Operation:	[ ]	[	]	[ X ]		
For results of moisture/density tests,	refer to Mo	oisture/	Dens	sity Test Summary Sheets		

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

## Report Prepared By: P. Herout / pb

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DAILY LANDFILL CONSTRUCTION FIELD REPORT	
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PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513
PROJECT LOCATION	Van Buren Twp., MI	DATE Monda	y, April 5, 2021
CLIENT	Waste Management	WEATHER	Pt. Cloudy, SE 7 MPH
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	<0.2"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	45 – 66 °F
GEOSYNTHETICS CONTRACTOR	NA	PAGE <u>3</u> of	3
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO.	)12
VISITOR'S ON-SITE	NA	TIME ON-SITE 9:	00 AM to 11:00 AM

Equipment on Site:

(2) Caterpillar 349F excavator, (1) Caterpillar 374D excavator, (2) Caterpillar D6T bulldozer, (1) Caterpillar D8T bulldozer, (4) Volvo A45G articulated trucks.

## Additional Observations / Comments

On site from 9:00 AM to 11:00 PM to observe, test, and document construction of Cells 13 and 15 and Perimeter Berms by Ryan Central Incorporated (Ryan, RCI).

## **General Observations:**

Ryan Central continued clearing overburden/unsuitable fill soils from a cut along the East Berm approximately within N-2500 to N-3500 between E9450 and 9600. Ancillary haul roads roughly aligned along N-2750 and E9250 were developed and maintained for future use. Overburden was stockpiled in the southeast corner of future Cell 21.

A small crew, one excavator and one haul truck were observed removing sections of asphalt cart path in the western half of the site.

Around 10:00 AM, RCI focused on scraping and rolling exposed excavation to protect against inbound precipitation. Rain began falling at approximately 10:45 AM. Operations suspended for the day around 11:00 AM.

## **Structural Fill:**

Ryan Central did not place any structural fill on this day.

## Clay Liner:

Ryan Central did not place any clay liner on this day.

## Sampling:

No samples were collected on this day.

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

SLG



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513-01
PROJECT LOCATION	Van Buren Twp., MI	DATE Tuesda	y, April 6, 2021
CLIENT	Waste Management	WEATHER	Pt. Cloudy, Calm
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.2+"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	43 - 81 °F
GEOSYNTHETICS CONTRACTOR	NA	PAGE 1 of	3
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO.	)13
VISITOR'S ON-SITE	NA	TIME ON-SITE 8:	00 AM to 4:00 PM

TASK	GENERAL LOCAT	GENERAL LOCATION				
EARTHWORK CONSTRUCTION						
Excavation/Fill	East Berm		Х			
Proof-rolling/Compaction	NA					
Testing	NA					
COMPACTED CLAY LINER/CAP CO	NSTRUCTION					
Excavation/Backfill	NA					
Proof-rolling/Compaction	NA					
Testing	NA					
UTILITY CONSTRUCTION						
Excavation/Backfill/Installation	NA					
Pipe Welding/Assembly	NA					
Testing	NA					
GEOSYNTHETICS CONSTRUCTION						
Delivery	NA					
Deployment	NA					
Seaming	NA					
Testing	NA					
Repairs	NA					
OTHER						
Sample Collection	3 Clay Soil Bag Samples		Х			
			-	<u> </u>		
Non-Conforming Items				ATE		
ITEM NO.	DESCRIPTION	DWG/SPEC REFERENCE	CORR	ATE RECTED/ INITIALS		

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513-01
PROJECT LOCATION	Van Buren Twp., MI	DATE Tuesday	y, April 6, 2021
CLIENT	Waste Management	WEATHER	Pt. Cloudy, Calm
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.2+"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	43 – 81 °F
GEOSYNTHETICS CONTRACTOR	NA	PAGE 2 of	3
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO. 0	13
VISITOR'S ON-SITE	NA	TIME ON-SITE 8:0	00 AM to 4:00 PM

		EA	RTHWORK SPE	CIFICATIONS		
Field Density Test Me	thod: Nuclea	ar Moisture Dens	sity Gauge No.	NA		
Lift Thickness:	NA in	(Compacted)	NA	Compaction:	NA	% of Maximum Dry Density
Moisture Range:	NA	% to	NA	% of Optimum	Moisture Conte	ent Bag # <u>NA</u>
		EAR		RUCTION DATA		
Vertical/Horizontal Control	: NA					
Fill Placed Today:	0	cy NA Cu	imulative Total Pla	aced:	NA	су
Samples Obtained:	0 Bag(s) NA	cy NA Cu <u>C-2,C-3,C-4</u>		0 Sh	NA elby Tube(s) ft Thickness:	cy 0 NA in (Compacted)

GEOSYNTHETIC QUANTITIES							
GEOMEMBRANE GEONET						GEOTEXTILE	GEOCOMPOSITE
	Deployment Seaming		Deployment	Deployment	Deployment		
	Smooth	Textured	Fusion	Extrusion			
Туре	NA	NA	Dual Track	Fillet	NA	NA	NA
Today:	NA	NA	NA	NA	NA	NA	NA
To Date:	NA	NA	NA	NA	NA	NA	NA
		For test result	s and details of	geosynthetics	work performed, see Form	Nos. 1 through 6.	

FIELD OBSERVATIONS				
	Yes	No		N/A
Frost in Subgrade or Fill:	[]	[	]	[ X ]
Surfaces Scarified Prior to Filling:	[ ]	Ī	]	
Fill Benched/Keyed Into Adjacent Soil:	[]	[	j	[ X ]
Clay Clod Size Reduced to Meet Project Specifications:	[]	[	]	[ X ]
Test Penetrations Backfilled:	[ ]	[	]	[ X ]
Method of Backfilling:	Powdere	d Benton	ite/soil	plug
Failing Areas Reworked Prior to Retesting:	[]	[	]	[ X ]
Surfaces Desiccated:	[]	[	]	[ X ]
Desiccation Corrected:	[]	[	]	[ X ]
Rocks, Debris, etc. removed prior to Geosynthetic Operation:	[ ]	[	]	[ X ]
For results of moisture/density tests,	refer to Mo	sture/De	ensity 1	Test Summary Sheets

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

## Report Prepared By: P. Herout / pb

Reviewed By:

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PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513-01	
PROJECT LOCATION	Van Buren Twp., MI	DATE Tuesda	ny, April 6, 2021	
CLIENT	Waste Management	WEATHER	Pt. Cloudy, Calm	
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.2+"	
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	43 – 81 °F	
GEOSYNTHETICS CONTRACTOR	NA	PAGE 3 of	3	
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO.	013	
VISITOR'S ON-SITE	NA	TIME ON-SITE 8:	00 AM to 4:00 PM	

Equipment on Site:

(2) Caterpillar 374F Excavators, (3) Caterpillar D6T Dozers, (1) Caterpillar 825C Sheepsfoot Compactor, (7) Volvo A45G Articulated Haul Trucks, (1) John Deere 9520 Tractor, (1) Rome Disc

## Additional Observations / Comments

On site from 8:00 AM to 4:00 PM to observe, test, and document construction of Cells 13 and 15 and Perimeter Berms by Ryan Central Incorporated (Ryan, RCI).

NTH attended the weekly progress meeting from 10:00 AM to 11:00 AM.

## **General Observations:**

Ryan Central continued clearing overburden/unsuitable fill soils from a cut along the East Berm approximately within N-2500 to N-3000, between E9550 and E9650 to competent clays. Depth of the cut varied between 2 and 8 feet.

Overburden was also cleared north of the northeast pond – roughly within N-1550 to N-1650 between E9500 and N9650. RCI indicated their intent to split the northeast pond and create a ramp to facilitate the transportation of overburden to the working face for use as daily cover.

#### **Structural Fill:**

Ryan Central did not place any structural fill on this day.

## Clay Liner:

Ryan Central did not place any clay liner on this day.

#### <u>Sampling:</u>

3 bag samples were collected on this day:

C-2 (N-1600, E9750) from 0.0-2.0 ft below grade – area cleared of overburden

C-3 (N-1600, E9000) from 4.0-6.0 ft below grade – area cleared of overburden

C-4 (N-1600, E8750) from 5.0-70 ft below grade - area not cleared, approximately 3.0 ft of overburden

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

SLG



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513	
PROJECT LOCATION	Van Buren Twp., MI	DATE Wednesday, April 7, 2021		
CLIENT	Waste Management	WEATHER	Pt. Cloudy, Calm	
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.0"	
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	54 – 82 °F	
GEOSYNTHETICS CONTRACTOR	NA	PAGE 1 of	4	
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO.	)14	
VISITOR'S ON-SITE	NA	TIME ON-SITE 7:	30 AM to 7:30 PM	

TASK	GENERAL LOC	GENERAL LOCATION				
EARTHWORK CONSTRUCTION	-		-			
Excavation/Fill	East Berm		Х			
Proof-rolling/Compaction	East Berm		Х			
Testing						
COMPACTED CLAY LINER/CAP CO	DNSTRUCTION					
Excavation/Backfill	East Berm N-1650 to N-1700 from E9520	to E9640	Х			
Proof-rolling/Compaction	Same as above		Х			
Testing	Same as above		Х			
UTILITY CONSTRUCTION						
Excavation/Backfill/Installation	NA					
Pipe Welding/Assembly	NA	NA				
Testing	NA	NA				
GEOSYNTHETICS CONSTRUCTION	1					
Delivery	NA					
Deployment	NA					
Seaming	NA					
Testing	NA					
Repairs	NA					
OTHER						
NA	NA					
Non-Conforming Items			-			
ITEM NO.	DESCRIPTION	DWG/SPEC REFERENCE	CORR	ATE RECTED/ INITIALS		

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

Reviewed By:

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PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO. 62-200513
PROJECT LOCATION	Van Buren Twp., MI	DATE Wednesday, April 7, 2021
CLIENT	Waste Management	WEATHER Pt. Cloudy, Calm
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT. 0.0"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP. $54 - 82 \ ^{\circ}F$
GEOSYNTHETICS CONTRACTOR	NA	PAGE 2 of 4
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO. 014
VISITOR'S ON-SITE	NA	TIME ON-SITE 7:30 AM to 7:30 PM

	EARTHWORK SPECIFICATIONS (CLAY LINER (CL)/ STRUCTURAL FILL (SF))						
Field D	ensity Test Me	ethod: Nuclear	Moisture Den	sity Gauge No	p. <u>30418</u>		
Lift Thi	ickness:	<u>6/9 in (</u> 0	Compacted)		Compaction:	92/90 % of Maxim	um Dry Density
Moistu	re Range:	Optimum	% to	Wet	% of Optimum M	bisture Content Bag	# <u>N/A / C-1</u>
EARTHWORK CONSTRUCTION DATA							
	rizontal Contro						
Fill Placed	Today: 27	70  CL / 0  SF c	y NA Cun	nulative Total	Placed: 270 CL	<u>/0 SF</u> cy	
Sampl	es Obtained:	Bag(s)	0	Block(s)	0 Shelb	v Tube(s) 0	
Samples Obtained:       Bag(s)       0       Block(s)       0       Shelby Tube(s)       0         Borrow Source:       Cell 13, Cell 15       Lift Thickness:       6/9       in       (Compacted)							
Compaction Equipment: Caterpillar 825C Sheepsfoot Compactor							
Compa				-psilot Comp	Jactor		
			GE	OSYNTHET	IC QUANTITIES		
		GEOMEM	BRANE		GEONET	GEOTEXTILE	GEOCOMPOSITE
	Deplo	oyment	Sean	nina	Deployment	Deployment	Deployment
	Smooth	Textured	Fusion	Extrusion			
Туре	NA	NA	Dual Track	Fillet	NA	NA	NA
Today:	NA	NA	NA	NA	NA	NA	NA
To Date:	NA	NA	NA	NA	NA	NA	NA
	1 (1 1				work performed, see Fo		
				FIELD OBSE	ERVATIONS		
				Ye	es No N	/A	
Frost in S	Subgrade or Fi	II:		I	1 [ ] [	X ]	
	Scarified Prior				X] [] [	]	
		o Adjacent Soil: d to Meet Proje			X] [] [	]	
	netrations Back		ct Specification		X] [] [ X] [] [	]	
		d of Backfilling:		-	wdered Bentonite/Comp	acted Clav	
	reas Reworked	d Prior to Retest		[	] [ ] [	X ]	_
	Desiccated:			[	] [X] [		

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

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Γ For results of moisture/density tests, refer to Moisture/Density Test Summary Sheets

Ī i [X]

Rocks, Debris, etc. removed prior to Geosynthetic Operation:

SLG



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513
PROJECT LOCATION	Van Buren Twp., MI	DATE Wedne	sday, April 7, 2021
CLIENT	Waste Management	WEATHER	Pt. Cloudy, Calm
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.0"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	54 – 82 °F
GEOSYNTHETICS CONTRACTOR	NA	PAGE 3 of	4
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO. (	)14
VISITOR'S ON-SITE	NA	TIME ON-SITE 7:	30 AM to 7:30 PM

Equipment on Site: (1) Caterpillar 374F Excavator, (1) Caterpillar 374D Excavator, (3) Caterpillar D6T Dozers, (1) Caterpillar 825C Sheepsfoot Compactor, (7) Volvo A45G Articulated Haul Trucks, (1) John Deere 9520 Tractor, (1) Rome Disc

## Additional Observations / Comments

On site from 7:30 AM to 7:30 PM to observe, test, and document construction of Cells 13 and 15 and Perimeter Berms by Ryan Central Incorporated (Ryan, RCI).

## **General Observations:**

Ryan Central continued clearing overburden/unsuitable fill soils from a cut along the East Berm approximately within N-2,500 to N-3000, between E9550 and 9650 to competent clays. Depth of the cut varied between 2 and 8 feet.

Overburden continued to be cleared north of the northeast pond – roughly within N-1550 to 1650 between E9500 and E9650.

Clay fill was sourced from the northeast corner of Cell 15, approximately within N-1600 to N-2000, between E9200 and E9550.

Clay fill placement was observed to meet project specification for moisture and density on this day. RCI observed controlling clod size with equipment tracks, blades, and a Rome Disc as needed. Surfaces between lifts were scarified with the Rome Disc, grouser pads, and/or ripper attachments. Lift thickness was controlled via GPS and graded to project specifications during placement.

RCI split the northeast pond by charging water to the east with a mixture of clay and overburden. Once the water and mud had been cleared from the cut, exposing competent soils, RCI graded and scarified the floor of the excavation. The scarified excavation was recompacted with the sheepsfoot roller. In-place gray silty clays, representative of clay bag sample C-1, were tested and found to meet project specifications for moisture and density at this time.

#### **Structural Fill:**

A portion of the East Berm, approximately between N-1820 and N-2225 from E9550 to E9650 was graded and prepared for fill placement. However, Ryan Central did not place any structural fill on this day.

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.



DAILY LANDFILL CONSTRUCTION	FIELD REPORT

PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513
PROJECT LOCATION	Van Buren Twp., MI	DATE Wedne	sday, April 7, 2021
CLIENT	Waste Management	WEATHER	Pt. Cloudy, Calm
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.0"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	54 – 82 °F
GEOSYNTHETICS CONTRACTOR	NA	page 4 of	4
CONTRACTOR'S REPRESENTATIVE(S)	NA	REPORT NO.	)14
VISITOR'S ON-SITE	NA	TIME ON-SITE 7:	30 AM to 7:30 PM

## **Clay Liner:**

Ryan Central placed liner clay at East Berm north on this day between N-1650 and N-1700 from E9520 to E9640.

Recompacted clay fill density and moisture were observed to comply with project specifications on this day.

## Sampling:

No samples were collected on this day.

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

SLG



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513
PROJECT LOCATION	Van Buren Twp., MI	DATE Thursd	ay, April 8, 2021
CLIENT	Waste Management	WEATHER	Pt. Cloudy, ENE 9 MPH
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.2+"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	54 – 75 °F
GEOSYNTHETICS CONTRACTOR	NA	PAGE 1 of	4
CONTRACTOR'S REPRESENTATIVE(S)	Andy Reames	REPORT NO.	015
VISITOR'S ON-SITE	NA	TIME ON-SITE 7:	00 AM to 3:30 PM

TASK	GENERAL LOCATION	0	SATISFACTORY ? Check One Yes No	
EARTHWORK CONSTRUCTION	N			
Excavation/Fill	East Berm N-1820 to N-2225 from E9550 to E 9650	X		
Proof-rolling/Compaction	Same as above	X		
Testing	Same as above	X		
COMPACTED CLAY LINER/CA	P CONSTRUCTION			
Excavation/Backfill	East Berm N-1650 to N-1700 from E9430 to E 9550	X		
Proof-rolling/Compaction	Same as above	X		
Testing	Same as above	X		
UTILITY CONSTRUCTION				
Excavation/Backfill/Installation	NA			
Pipe Welding/Assembly	NA			
Testing	NA			
GEOSYNTHETICS CONSTRUC	TION			
Delivery	NA			
Deployment	NA			
Seaming	NA			
Testing	NA			
Repairs	NA			
OTHER				
NA	NA			
Non-Conforming Items				
ITEM NO.	DESCRIPTION DWG/SI		DATE RRECTED/ CH INITIALS	

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

Reviewed By:



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513
PROJECT LOCATION	Van Buren Twp., MI	DATE Thursd	ay, April 8, 2021
CLIENT	Waste Management	WEATHER	Pt. Cloudy, ENE 9 MPH
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.2+"
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	54 – 75 °F
GEOSYNTHETICS CONTRACTOR	NA	PAGE 2 of	4
CONTRACTOR'S REPRESENTATIVE(S)	Andy Reames	REPORT NO. 0	15
VISITOR'S ON-SITE	NA	TIME ON-SITE 7:	00 AM to 3:30 PM

	EARTHWO	ORK SPECIF	ICATIONS (CLAY	LINER (CI	_)/ STRUCTURAL FILL (\$	SF))	
Field Density Test	Method: Nuclear I	Moisture Dens	sity Gauge No.	3041	8	_	
Lift Thickness:	6/9 in	(Compacted)	)	Comp	action: 92 / 90	% of Maximum	Dry Density
Moisture Range:	0	% to	Wet	% of (	Optimum Moisture Con	tent Bag #	C-1/SF-1
		EAR	HWORK CONST	RUCTION	DATA		
Vertical/Horizontal Con	trol: NA						
Fill Placed Today: 4	06 CL / 2,115 SF	_cy NA	Cumulative Total	Placed:	676 CL / 2,115 SF	су	
Samples Obtained	: Bag(s)	0	Block(s)	0	Shelby Tube(s)	0	
Borrow Source:	Cell 13, Cell 15				Lift Thickness:	6/9 in	(Compacted)
Compaction Equip	ment: <u>Caterpi</u>	llar 825C She	epsfoot Compacto	or			

GEOSYNTHETIC QUANTITIES								
	GEOMEMBRANE GEONET GEOTEXTILE GEOCOMPOSITE							
	Deployment Seaming		Deployment	Deployment	Deployment			
	Smooth	Textured	Fusion	Extrusion				
Туре	NA	NA	Dual Track	Fillet	NA	NA	NA	
Today:	NA	NA	NA	NA	NA	NA	NA	
To Date:	NA	NA	NA	NA	NA	NA	NA	
		For test results	and details of g	eosynthetics v	vork performed, see Form N	los. 1 through 6.		

FIELD OBSERVATIONS				
	Yes No N/A			
Frost in Subgrade or Fill:	[ ] [ ] [ X ]			
Surfaces Scarified Prior to Filling:				
Fill Benched/Keyed Into Adjacent Soil:	[X] [] []			
Clay Clod Size Reduced to Meet Project Specifications:	[X] [] []			
Test Penetrations Backfilled:	[X] [] []			
Method of Backfilling:	Powdered Bentonite/Compacted Clay			
Failing Areas Reworked Prior to Retesting:				
Surfaces Desiccated:	[ ] [ X ] [ ]			
Desiccation Corrected:	[ ] [ ] [ X ]			
Rocks, Debris, etc. removed prior to Geosynthetic Operation:				

#### Equipment on Site: (1) Caterpillar 374F Excavator, (1) Caterpillar 374D Excavator, (3) Caterpillar D6T Dozers, (1)

For results of moisture/density tests, refer to Moisture/Density Test Summary Sheets

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513					
PROJECT LOCATION	Van Buren Twp., MI   DATE   Thursday, April 8, 2021							
CLIENT	Waste Management	ste Management WEATHER Pt. Cloudy, ENE 9 M						
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.2+"					
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	54 – 75 °F					
GEOSYNTHETICS CONTRACTOR	NA	PAGE 3 of	4					
CONTRACTOR'S REPRESENTATIVE(S)	Andy Reames	REPORT NO.	)15					
VISITOR'S ON-SITE	NA	TIME ON-SITE 7:	00 AM to 3:30 PM					

Caterpillar 825C Sheepsfoot Compactor, (7) Volvo A45G Articulated Haul Trucks, (1) John Deere 9520 Tractor, (1) Rome Disc

## Additional Observations / Comments

On site from 7:00 AM to 3:30 PM to observe, test, and document construction of Cells 13 and 15 and Perimeter Berms by Ryan Central Incorporated (Ryan, RCI). Site work suspended around 3:30 PM due to sustained precipitation.

## **General Observations:**

Ryan Central continued clearing overburden/unsuitable fill soils from the East Berm approximately within N -2500 to N-3000 between E 9550 and E 9650 to competent clays. Depth of the cut varied between 2 and 8 feet.

Ryan Central continued placing structural liner fill in the undercut to span the northeast pond and commenced placement of structural fill on the East Berm.

Clay fill was excavated from the northeast corner of Cell 13, approximately between N-1600 to N-2000 from E9200 to E9550. RCI extended one excavation along the low-line of Cell 13 and began excavating for the east slope of Cells 13 and 15 near the future location of Cell 15's sump/leachate riser.

Clay fill placement was observed to meet project specification for moisture and density on this day. RCI observed controlling clod size with equipment tracks, blades, and a Rome Disc as needed. Surfaces between lifts were scarified with the Rome Disc, grouser pads, and/or ripper attachments. Lift thickness was controlled via GPS and graded to project specifications during placement.

## Structural Fill:

Ryan Central placed structural fill on the East Berm north on this day between N-1820 and N-2225 from E9550 to E 9650. Density tests performed and the clay soils were found to comply with the project requirements.

## Clay Liner:

Ryan Central placed clay liner on the East Berm north between N-1650 and N-1700 from E9430 to E 9550. Density tests performed and the clay soils were found to comply with the project requirements.

## Sampling:

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

## Report Prepared By: P. Herout / pb Reviewed By:



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513	
PROJECT LOCATION	Van Buren Twp., MI	DATE Thursd	ay, April 8, 2021	
CLIENT	Waste Management	WEATHER	Pt. Cloudy, ENE 9 MPH	
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.2+"	
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	54 – 75 °F	
GEOSYNTHETICS CONTRACTOR	NA	page 4 of	4	
CONTRACTOR'S REPRESENTATIVE(S)	Andy Reames	REPORT NO. C	)15	
VISITOR'S ON-SITE	NA	TIME ON-SITE 7:	00 AM to 3:30 PM	

No samples were collected on this day.

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513	
PROJECT LOCATION	Van Buren Twp., MI	DATE Friday, April 9, 2021		
CLIENT	Waste Management	WEATHER	Rain/Mostly Cloudy, S 6 MPH	
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.8"	
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	53 – 73 °F	
GEOSYNTHETICS CONTRACTOR	NA	PAGE 1 of	3	
CONTRACTOR'S REPRESENTATIVE(S)	Andy Reames	REPORT NO.	)16	
VISITOR'S ON-SITE	NA	TIME ON-SITE	NA to NA	

TASK	GENEF	GENERAL LOCATION				
EARTHWORK CONSTRUCTION			-			
Excavation/Fill	NA					
Proof-rolling/Compaction	NA					
Testing	NA					
COMPACTED CLAY LINER/CAP	CONSTRUCTION					
Excavation/Backfill	NA					
Proof-rolling/Compaction	NA					
Testing	NA					
UTILITY CONSTRUCTION						
Excavation/Backfill/Installation	NA					
Pipe Welding/Assembly	NA					
Testing	NA					
GEOSYNTHETICS CONSTRUCTION	N					
Delivery	NA					
Deployment	NA					
Seaming	NA					
Testing	NA					
Repairs	NA					
OTHER						
Contractor Notifications	Rained-out		X			
Non-Conforming Items						
ITEM NO.	DESCRIPTION	DWG/SPEC REFERENCE	E CORF	ATE RECTED/ INITIALS		

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.



PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513	
PROJECT LOCATION	Van Buren Twp., MI	DATE Friday,	April 9, 2021	
CLIENT	Waste Management	WEATHER	Rain/Mostly Cloudy, S 6 MPH	
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.8"	
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	53 – 73 °F	
GEOSYNTHETICS CONTRACTOR	NA	PAGE 2 of	3	
CONTRACTOR'S REPRESENTATIVE(S)	Andy Reames	REPORT NO. 0	16	
VISITOR'S ON-SITE	NA	TIME ON-SITE	NA to NA	

	EARTH	WORK SP	ECIFICATIONS (C	LAY LINE	r (CL)/ Str	UCTURAL FIL	.L (SF))	
Field Density Test M	lethod: Nucle	ar Moisture	Density Gauge No.	304	18		_	
Lift Thickness:	6/9 in	(Compacted	(b	Com	paction:	92 / 90	% of Maxir	num Dry Density
Moisture Range:	0	% to	Wet	% of	Optimum M	loisture Con	tent Ba	g #N/A
			EARTHWORK CON	ISTRUC	TION DATA			
Vertical/Horizontal Contr	rol: N/A							
Fill Placed Today:	0 CL/ 0 SF	cy NA	Cumulative Total F	laced:	676 CL /	2,115 SF	су	
Samples Obtained:	Bag(s)	0	Block(s)	0	Shel	by Tube(s)	0	
Borrow Source:	N/A				Lift	Thickness:	N/A	in (Compacted)
Compaction Equipm	nent: <u>N/A</u>							

	GEOSYNTHETIC QUANTITIES								
	GEOMEMBRANE GEONET GEOTEXTILE GEOCOMPOSIT								
	Deployment Seaming		Deployment	Deployment	Deployment				
	Smooth	Textured	Fusion	Extrusion					
Туре	NA	NA	Dual Track	Fillet	NA	NA	NA		
Today:	NA	NA	NA	NA	NA	NA	NA		
To Date:	NA	NA	NA	NA	NA	NA	NA		
		For test resu	lte and dotaile o	f aposynthatic	s work performed see Fo	rm Nos 1 through 6			

For test results and details of geosynthetics work performed, see Form Nos. 1 through 6.

FIELD OBSERVATIONS						
	Yes	No	N/A			
Frost in Subgrade or Fill:	[]	[]	[ X ]			
Surfaces Scarified Prior to Filling:	[]	[ ]	[ X ]			
Fill Benched/Keyed Into Adjacent Soil:	[]	[ ]	[ X ]			
Clay Clod Size Reduced to Meet Project Specifications: Test Penetrations Backfilled: Method of Backfilling:	[ ] [ ] <u>Powdered</u>	[ ] [ ] Bentonite/Co	[ X ] [ X ] ompacted Clay			
Failing Areas Reworked Prior to Retesting:	[]	[]	[ X ]			
Surfaces Desiccated: Desiccation Corrected:	[ ] [ ]	[ ] [ ]	[ X ] [ X ]			
Rocks, Debris, etc. removed prior to Geosynthetic Operation: For results of moisture/density tests	Rocks, Debris, etc. removed prior to Geosynthetic Operation:       []       []       [X]         For results of moisture/density tests, refer to Moisture/Density Test Summary Sheets					

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

Reviewed By:



DAILY LANDFILL CONSTRUCTION FIELD REPORT
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PROJECT NAME	WMRDF Cell 13 & 15 Construction	PROJECT NO.	62-200513	
PROJECT LOCATION	Van Buren Twp., MI	DATE Friday,	April 9, 2021	
CLIENT	Waste Management	WEATHER	Rain/Mostly Cloudy, S 6 MPH	
CLIENT'S REPRESENTATIVE(S)	Mr. Paul Mazanec, P.E.	PRECIP. AMT.	0.8"	
EARTHWORK CONTRACTOR	Ryan Central, Inc. (RCI)	MAX./MIN. TEMP.	53 – 73 °F	
GEOSYNTHETICS CONTRACTOR	NA	PAGE 3 of	3	
CONTRACTOR'S REPRESENTATIVE(S)	Andy Reames	REPORT NO. (	)16	
VISITOR'S ON-SITE	NA	TIME ON-SITE	NA to NA	

Equipment on Site:(1) Caterpillar 374F Excavator, (1) Caterpillar 374D Excavator, (3) Caterpillar D6T Dozers, (1)Caterpillar 825C Sheepsfoot Compactor, (7) Volvo A45G Articulated Haul Trucks, (1) John Deere 9520Tractor, (1) Rome Disc

#### ADDITIONAL OBSERVATIONS / COMMENTS

Ryan Central Incorporated notified NTH no testing would be required on this day. Surface soils remained saturated from sustained overnight showers in excess of 0.8-inches.

#### **General Observations:**

No testing on this day. Site work limited to stormwater management.

#### **Structural Fill:**

Ryan Central did not place any structural fill on this day.

#### Clay Liner:

Ryan Central did not place any clay liner on this day.

## Sampling:

No samples were collected on this day.

Items and areas of construction reviewed during today's site visit were limited to those specifically discussed in this Daily Field Report.

SLG







Warren Service Center Demolition 6238 W. Warren Detroit, MI PO 4701491821 Meeting Location: Microsoft Teams

Time 1:00 pm EST

## Progress Meeting 033

Attendees:		-	1	
Name	Company	Phone Number	Email	Attendance
Sadear Najor	DTE		sadear.najor@dteenergy.com	Х
Joeseph Kremer	DTE		joseph.kremer@dteenergy.com	Х
Timothy O'Connor	DTE		tim.oconnor@dteenergy.com	
Cliff Andrews	NTH		<u>candrews@nthconsultants.com</u>	Х
Collin O'Shaughnessy	DTE		<u>collin.oshaughnessy@dteenergy.com</u>	Х
Michael Bridges	DTE		michael.bridges@dteenergy.com	
Kevin Stallard	DTE		kevin.stallard@dteenergy.com	
Harold Bettie III	DTE		harold.bettie@dteenergy.com	Х
Karen Savoie	DTE			Х
Arthur Zelinsky	DTE		arthur.zelinsky@dteenergy.com	Х
Keith Bohlinger	HWI		keithb@homrich.com	Х
Nick Straub	HWI			Х
David Root	HWI		davidr@homrich.com	Х
Kirk McGinn	DTE		kirk.mcginn@dteenergy.com	Х
Alex Provencher	NTH		aprovencher@nthconsultants.com	Х
Steve Innes	NTH		sinnes@nthconsultants.com	
Thomas Bush	DTE		thomas.bush@dteenergy.com	Х
Sandra Haddad	DTE			
Chris Paquette	DTE			
Todd Baker				
Bashar Stephan	DTE			Х
Tanner Burkhardt				Х
Pat Schweiger				Х
Justin Kiriasis				

Meeting Date: 6/8/2021

## 1. Safety

- a. Safety Message
  - i. Pinch Points
    - Maintain hand awareness
    - Focus on your task
    - Plan for worst case (rigging fails, load shifts, etc.)
- b. General Safety
  - i. Maintain required PPE for both work and COVID-19, if indoors Fast pass online questionnaire – all personnel must complete before entering the site.
  - ii. Homrich hired site security for off hours.
  - iii. Masks no longer required for outdoor work
- 2. Site Access
  - a. Use Livernois gate if possible.
  - b. Both Warren gates to be closed and secured when not in use.
  - c. Warren gates being used as of 2/22/21 Guardian using gate
- 3. Schedule
  - a. Demolition
    - i. West tunnel demolition complete and backfill, emergency access installed at north crossing.
    - ii. Water pumping ongoing as needed
    - iii. Buried building assumed acm debris removed. South basement floor is thicker heavier pour. Up to 2' thick with levels of reinforcing.
    - iv. Backfill of buried building ongoing from North to South
    - v. Pipe investigation scheduled for 6/14/21
- 4. Coordination
  - a. NTH to do compaction testing
- 5. RFI
  - a. Flow fill of 2 main sewers allowed if plan approved
  - b. How do we discharge dewatering water? Received notice from DTE we cannot discharge into onsite storm.
- 6. Submittals

a.

- 7. Change Management
  - a. 6 items agreement awaiting final DTE signature Sadear stated paperwork should be in 6/9/21
  - b. Additional concrete rate approved and being tracked per ton.

- 8. General Items
  - a. Found unknown underground pipes on west side under slab
- 9. New Business
  - a. Found unknown underground pipes on west side under slab
  - b. DTE requested unit rates for unforeseen material under parking lot and drives.
- 10. Action Items
  - a. DTE/NTH working on:
    - i. 6 item change order
  - b. Homrich working on:
    - i. Unit rates for additional material
    - ii. Underground pipe investigation.
    - iii. Flowfill plan

# COST PROPOSAL - PART II

# **Environmental Services** 2023 Indefinite Scope Indefinite Delivery (ISID)

Indumathy Jayamani, DTMB - DCD Project Director Department of Technology, Management and Budget NTH Proposal #: OP22000756 State Facilities Administration **Design and Construction Division** 3111 W. St. Joseph Street Lansing, MI 48917 Cc: Bridget Walsh, Department of Environment, Great Lakes, and Energy (EGLE)

January 12, 2023

**NTH Consultants, Ltd.** 41780 Six Mile Rd. Suite 200 Northville, MI 48168



## // COST PROPOSAL

III-2A Position, Classification and Employee Billing Rate Information

Level	Employee(s) Name	Position/Classification	Year	Year	Year	Year
			2023	2024	2025	2026
P4	Bhushan Modi **	Sr. Principal Engineer	\$230.80	\$237.72	\$244.86	\$252.20
P4	Jeff Jaros **	Senior Officer	\$289.40	\$298.08	\$307.02	\$316.24
P4	Scott Palmer **	Health & Safety Director	\$132.93	\$136.92	\$141.03	\$145.26
P4	Richard Burns **	Senior Officer	\$243.07	\$250.36	\$257.87	\$265.61
P4	Cliff Andrews **	Principal Engineer	\$180.00	\$185.40	\$190.96	\$196.69
P4	David Lutz	Sr. Principal Engineer	\$223.07	\$229.76	\$236.65	\$243.75
Р3	Tyler Dawson **	Principal Engineer	\$196.93	\$202.84	\$208.92	\$215.19
P4	Steve Innes **	Sr. Project Engineer	\$138.46	\$142.61	\$146.89	\$151.30
P4	Alan Erickson **	Principal Engineer	\$150.02	\$154.52	\$159.16	\$163.93
P4	Brett Schwenke **	Principal Scientist	\$178.46	\$183.81	\$189.33	\$195.01
Р3	John Kosnak	Principal Engineer	\$169.22	\$174.30	\$179.53	\$184.91
Р3	Joel Schanne	Sr. Project Professional	\$161.54	\$166.39	\$171.38	\$176.52
Р3	Karen Okonta	Sr. Project Professional	\$169.22	\$174.30	\$179.53	\$184.91
P2	Samantha Grant	Project Professional	\$143.84	\$148.16	\$152.60	\$157.18
P2	Zeerak Paydawy	Project Professional	\$123.07	\$126.76	\$130.56	\$134.48
P2	Tony Brehmer	Project Professional	\$133.86	\$137.88	\$142.01	\$146.27
P2	Brock Bosack	Project Professional	\$118.48	\$122.03	\$125.70	\$129.47
P1	Kurt Warning	Sr. Staff Professional	\$119.00	\$122.57	\$126.25	\$130.03
P1	Phil Herout	Sr. Staff Professional	\$115.83	\$119.30	\$122.88	\$126.57
P1	Josh Boren	Sr. Staff Professional	\$114.25	\$117.68	\$121.21	\$124.84
P1	Chloe Palajac	Sr. Staff Professional	\$111.05	\$114.38	\$117.81	\$121.35
P1	Duggan Doloway	Sr. Staff Professional	\$112.63	\$116.01	\$119.49	\$123.07
P2	Pramod Janaki	Sr. Staff Professional	\$117.41	\$120.93	\$124.56	\$128.30
P1	Zach Moriarty	Staff Professional	\$104.33	\$107.46	\$110.68	\$114.00
P1	Tristan Licht	Staff Professional	\$103.13	\$106.22	\$109.41	\$112.69
P1	Michael Myers	Staff Professional	\$104.33	\$107.46	\$110.68	\$114.00
P1	Sarah Gamache	Staff Professional	\$104.71	\$107.85	\$111.09	\$114.42
T2	Peter Stoermer	Senior Technician	\$96.06	\$98.94	\$101.91	\$104.97
ΤS	Dawn Comerford	Administrative Support	\$115.83	\$119.30	\$122.88	\$126.57
TS	Michelle Kitzinger	Administrative Support	\$87.25	\$89.87	\$92.56	\$95.34
TS	Marguerite McKeiver	Administrative Support	\$83.29	\$85.79	\$88.36	\$91.01
TS	Carol Keiling	Administrative Support	\$96.10	\$98.98	\$101.95	\$105.01
llowe		h the Billing Rate guideline in S ontractor Firm's Hourly Billing F	ate Calculati			

\*\* Key Project Personnel

### **APPENDIX 3**

### **PROFESSIONAL CERTIFICATION**

## FORMS

(See pages 187 - 190)

### **APPENDIX 4**

### OVERHEAD ITEMS ALLOWED FOR THE PROFESSIONAL SERVICES CONTRACTOR FIRM'S HOURLY BILLING RATE CALCULATION

#### DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023

#### MICHIGAN SELECT CITIES\*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

#### MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$92.50	

#### **OUT-OF-STATE SELECT CITIES\***

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

#### OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$101.50	-

Mileage Rates	Current
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

Incidental Costs Per Day (with overnight stay) \$5.00

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

### SELECT CITY LIST SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023

Michigan Select Cit	ties/Counties	
	CITIES	COUNTIES
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland,	
	Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	
<b>Out of State Select</b>	Cities/Counties	
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes,	Los Angeles, Mendocino, Orange
	McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego,	Ventura
	San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake	
	Tahoe, Truckee, Yosemite National Park	
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs,	
	Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	,
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle,	Suffolk
	Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White	
	Plaines	
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

### **APPENDIX 5**

# **CERTIFICATES OF INSURANCE**



### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 3/6/2023

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 If SUBROGATION IS WAIVED, subjec this certificate does not confer rights	to th	ne ter	ms and conditions of th	e polic	y, certain p	olicies may i			
PRODUCER				CONTAC NAME:	<sup>ст</sup> David Bag	, ley			
Marsh & McLennan Agency LLC 15415 Middlebelt Road				PHONE (A/C, No, Ext): 734-525-0943 FAX (A/C, No): 212-607-1157				7-1157	
Livonia MI 48154						gley@marshn			
					INS	URER(S) AFFOR	DING COVERAGE		NAIC #
				INSURE	RA: Citizens	Insurance Co	mpany of America		31534
INSURED			NEYERTISEO				enefit Insurance		41840
Neyer, Tiseo & Hindo, LTD DBA: NTH Consultants, Ltd.				INSURE	R c : Massach	nusetts Bay Ir	surance Company		22306
41780 Six Mile Road, Suite 200				INSURE	RD:				
Northville MI 48168				INSURE	RE:				
				INSURE	RF:				
COVERAGES CEF	RTIFIC	CATE	NUMBER: 1220394646				REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	equir Pert Polic	EMEN AIN, 1 CIES. I	NT, TERM OR CONDITION THE INSURANCE AFFORDE	OF ANY	( CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPECT	т то и	VHICH THIS
INSR LTR TYPE OF INSURANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C X COMMERCIAL GENERAL LIABILITY			ZDBH13229103		12/31/2022	12/31/2023	DAMAGE TO RENTED	\$ 1,000, \$ 1,000,	
X <sub>X,C,U</sub>							MED EXP (Any one person) \$	\$ 10,00	)
X Contract Liab.							PERSONAL & ADV INJURY	\$ 1,000,	000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,	000
X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$ 3,000,	000*
OTHER:							\$	\$	
B AUTOMOBILE LIABILITY			AWBH13276503		12/31/2022	12/31/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000
X ANY AUTO							BODILY INJURY (Per person) \$	\$	
OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$	
HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
							\$	\$	
A X UMBRELLA LIAB X OCCUR			U7BH13229303		12/31/2022	12/31/2023	EACH OCCURRENCE	\$ 10,00	0,000
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 10,00	0,000
DED X RETENTION \$ 0							\$	\$	
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			W7BH13278603		12/31/2022	12/31/2023	X PER OTH- STATUTE ER		
	N/A						E.L. EACH ACCIDENT	\$ 1,000,	000
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,	000
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,	000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC *Included Within General Aggregate Limit	LES (A	CORD	101, Additional Remarks Schedul	e, may be	attached if mor	e space is require	ed)		
Re: NTH Project No. 22000756 / Indefinite	Scop	e, Ind	efinite Delivery Contract N	o. 0093	7 - 2023 Env	ironmental Se	ervices		
	•		2					incur	ade for
The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are included as additional insureds for general liability coverage to the extent provided in the attached form #CG2010 & #CG2037 and coverage is provided on a primary and non-contributory basis to the extent provided in the attached form #421-2915.									
Where permitted by state law, the general liability coverage Insurer waives its right to subrogation against the certificate holder to the extent provided in the See Attached									
CERTIFICATE HOLDER				CANC	ELLATION				
State of Michigan Attn: Anne Watros, Contract Specialist				EXPIRATION	N DATE THE TH THE POLIC	ESCRIBED POLICIES BE CAI EREOF, NOTICE WILL BE Y PROVISIONS.			
Lansing MI 48917				Do	nid E	Sagly			
					© 19	88-2015 AC	ORD CORPORATION. A	ll riah	ts reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: NEYERTISEO

LOC #:



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Marsh & McLennan Agency LLC	NAMED INSURED Neyer, Tiseo & Hindo, LTD DBA: NTH Consultants. Ltd.	
POLICY NUMBER		41780 Six Mile Road, Suite 200 Northville MI 48168
CARRIER	NAIC CODE	
		EFFECTIVE DATE:

#### ADDITIONAL REMARKS

#### THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

attached form #421-2915.

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are included as additional insureds for general liability coverage to the extent provided in the attached form #461-0478 and coverage is provided on a primary and non-contributory basis to the extent provided in the attached form #461-0478.

Where permitted by state law, the automobile liability coverage Insurer waives its right to subrogation against the certificate holder to the extent provided in the attached form #461-0155.

Where permitted by state law, the worker's compensation coverage Insurer waives its right to subrogation against the certificate holder to the extent provided in the attached form #WC000313.

Umbrella Liability coverage follows form with the underlying commercial general liability, automobile liability, and employers liability policies. The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are included as additional insureds for excess liability coverage to the extent provided in the attached form #475-0001 and coverage is provided on a primary and non-contributory basis to the extent provided in the attached form #475-0467.

Where permitted by state law, the excess liability coverage Insurer waives its right to subrogation against the certificate holder to the extent provided in the attached form #475-0526.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket where required by written contract	ALL
Information required to complete this Schedule, if not sho	wn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - **1.** Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations;

#### whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations		
Blanket where required by written contract	ALL		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:** 

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- **1.** Required by the contract or agreement; or
- **2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

#### 2. Additional Insured – Primary and Non-Contributory

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other insurance:

#### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when **b.** below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

#### b. Excess Insurance

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
  - (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
  - (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or
  - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of SECTION I COVERAGE A BODILY INURY AND PROPERTY DAMAGE LIABILITY.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

#### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

#### 3. Blanket Waiver of Subrogation

The following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

### **BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

# A. The following is added to SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured:

#### Additional Insured if Required by Contract

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, such person or organization is an "insured"; but only to the extent that such person or organization qualifies as an "insured" under paragraph **A.1.c.** of this Section.

If you agree in a written contract, written agreement or written permit that a person or organization be added as an additional "insured" under this Coverage Part, the most we will pay on behalf of such additional "insured" is the lesser of:

- (1) The Limits of Insurance for liability coverage specified in the written contract, written agreement or written permit; or
- (2) The Limits of Insurance for Liability Coverage shown in the Declarations applicable to this Coverage Part.

Such amount shall be part of and not in addition to the Limits of Insurance shown in the Declarations applicable to this Coverage Part. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

 B. The following is added to SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph B. General Conditions, subparagraph 5. Other Insurance:

Primary and Non-Contributory

If you agree in a written contract, written agreement or written permit that the insurance provided to a person or organization who qualifies as an additional "insured" under SECTION II – LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured, subparagraph Additional Insured if Required by Contract is primary and noncontributory, the following applies:

The liability coverage provided by this Coverage Part is primary to any other insurance available to the additional "insured" as a Named Insured. We will not seek contribution from any other insurance available to the additional "insured" except:

- (1) For the sole negligence of the additional "insured"; or
- (2) For negligence arising out of the ownership, maintenance or use of any "auto" not owned by the additional "insured" or by you, unless that "auto" is a "trailer" connected to an "auto" owned by the additional "insured" or by you; or
- (3) When the additional "insured" is also an additional "insured" under another liability policy.
- **C.** This endorsement will apply only if the "accident" occurs:
  - **1.** During the policy period;
  - 2. Subsequent to the execution of the written contract or written agreement or the issuance of the written permit; and
  - **3.** Prior to the expiration of the period of time that the written contract, written agreement or written permit requires such insurance to be provided to the additional "insured".
- **D.** Coverage provided to an additional "insured" will not be broader than coverage provided to any other "insured" under this Coverage Part.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

#### 17. BLANKET WAIVER OF SUBROGATION

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions is replaced by the following:

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

#### Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

 This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

 (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

 Endorsement Effective
 Policy No.

 Insured
 Premium \$

Insurance Company

Countersigned by

Copyright 1983 National Council on Compensation Insurance.

extent of any limitation imposed under any contract or agreement.

If coverage provided to an Additional Insured is required by contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance required by the contract, less any amounts payable by "underlying insurance".

Additional Insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance". The inclusion of Additional Insureds does not increase the Limit of Insurance.

# 2. Coverage B – Umbrella Liability Who Is An Insured:

- **a.** If you are designated in the Declarations as:
  - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - (2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - (3) A limited liability company, you are an insured. Your members are also insured's, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - (4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - (5) A trust, you are an insured. Your trustees are also insureds, but only with respect their duties as trustees.
- **b.** Each of the following is also an insured:
  - (1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability

#### III. WHO IS AN INSURED

1. Coverage A – Follow Form Excess Liability Who Is An Insured:

The following persons or organizations qualify as an insured:

- **a.** The named insured stated in Item 1 of the Declarations; and
- **b.** Any other person or organization qualifying as an insured under the "underlying insurance" but not beyond the

company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" is an insured for:

- (a) "Bodily injury", "personal injury" or "advertising injury":
  - (i) To you, to your partners or members (if you are a partnership or joint venture), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
  - (ii) To the spouse, child, parent, brother or sister of the "employee" or "volunteer worker" as a consequence of paragraph (a)(1) above;
  - (iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (a)(1) or (a)(2) above; or
  - (iv) Arising out of his or her providing or failing to provide professional health care services.
- (b) "Property Damage" to property:
  - (i) Owned, occupied or used by;
  - (ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- (3) Any person or organization having proper temporary custody of your property if you die, but only:
  - (a) With respect to liability arising out of the maintenance or use of that property; and
  - (b) Until your legal representative has been appointed.
- (4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- **c.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,
  - (1) Coverage under this provision is afforded only until the 90<sup>th</sup> day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - (2) Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - (3) Coverage does not apply to "personal injury" and "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### OTHER INSURANCE – NON-CONTRIBUTORY – BLANKET ADDITIONAL INSURED (COVERAGE A AND B)

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

The following is added to Section VIII. CONDITIONS, paragraph 13. Other Insurance:

#### **Other Insurance – Non-Contributory**

If you agree in a written contract, written agreement, or written permit that a person or organization be included as an Additional Insured under "underlying insurance" for a loss we cover, we will not seek contribution from any other insurance available to that Additional Insured which covers the Additional Insured as a Named Insured except:

(1) For the sole negligence of the Additional Insured; or

(2) When the Additional Insured is an Additional Insured under another liability policy.

This insurance is excess over any other insurance available to the Additional Insured named in the Schedule above under which the Additional Insured on our policy is also covered as an additional insured. This condition does not apply to any policy under with the Additional Insured is a Named Insured where our policy and the policy listed in the schedule of "underlying insurance" are required by written contract, written agreement or written permit to provide coverage to the additional insured on a primary and non-contributory basis.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

HANOVER COMMERCIAL FOLLOW FORM EXCESS AND UMBRELLA POLICY

The following is added to section VIII. CONDITIONS, 19. Transfer of Your Rights and Duties Under this Policy:

To the extent required by contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" for that person or organization and included in the "products-completed operations hazard".

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

Terra Insurance Company (A Risk Retention Group) Two Fifer Avenue, Suite 100 Corte Madera, CA 94925



DATE

03/06/23

#### **CERTIFICATE OF INSURANCE**

#### **CERTIFICATE HOLDER**

The State of Michigan Attn: Anne Watros, Contract Specialist 3111 W. St. Joseph Street Lansing, MI 48917

This certifies that the "claims made" insurance policy (described below by policy number) written on forms in use by the Company has been issued. This certificate is not a policy or a binder of insurance and is issued as a matter of information only, and confers no rights upon the certificate holder. This certificate does not alter, amend or extend the coverage afforded by this policy.

The policy of insurance listed below has 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 policy described herein is subject to all the terms, exclusions and conditions of such policy. Aggregate limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	Professional/Environmental Liability	
POLICY NUMBER 223075	<b>EFFECTIVE DATE</b> 01/01/23	<b>EXPIRATION DATE</b> 12/31/23
LIMITS OF LIABILITY	\$1,000,000 EACH CLAIM \$2,000,000 ANNUAL AGGREGATE	

#### **PROJECT DESCRIPTION**

NTH Project No. 22000756 / Indefinite Scope, Indefinite Delivery Contract No. 00937 - 2023 Environmental Services

CANCELLATION: If the described policy is cancelled by the Company before its expiration date, the Company will mail written notice to the certificate holder thirty (30) days in advance, or ten (10) days in advance for non-payment of premium. If the described policy is cancelled by the insured before its expiration date, the Company will mail written notice to the certificate holder within thirty (30) days of the notice to the Company from the insured.

#### NAME AND ADDRESS OF INSURED

Neyer, Tiseo & Hindo, Ltd. DBA: NTH Consultants, Ltd. 41780 Six Mile Road, Suite 200 Northville, MI 48168-3459 **ISSUING COMPANY:** 

**TERRA INSURANCE COMPANY** 

(A Risk Retention Group)

President