



**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

**Testing Engineers & Consultants, Inc.**  
**1343 Rochester Road**  
**Troy, MI 48083**

the Prime Professional Services Contractor, hereinafter called the Professional. WHEREAS the Department proposes securing professional services for:

**Indefinite-Scope, Indefinite-Delivery Contract No. 00945**

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:

- I. 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.

Regions							
Western UP	Eastern UP	Northern LP	Saginaw Bay	Western LP	Central LP	Southwestern LP	Southeastern LP
			X		X		X

Project Types and Services Offered												
<b>X</b>	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	<b>X</b>	Environmental Roto Sonic Drilling / Well Abandonment	<b>X</b>	Ground Penetrating Radar (GPR) / Laser-Induced Fluorescence (LIF) Field Screening	<b>X</b>
							Landfill Maintenance / Monitoring		Nuclear Waste Management / Disposal / Remediation		Per- & Polyfluoroalkyl Substances (PFAS) Sampling / Mitigation / Remediation	
									Phase I / Phase II / Baseline Environmental Assessments	<b>X</b>		
									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	<b>X</b>		
									Vapor Intrusion Assessments / Risk Mitigation / Design / Installation / O & M Services	<b>X</b>		

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:**

TESTING ENGINEERS &  
CONSULTANTS, INC.  
Firm Name

CV0021540

SIGMA Vendor ID Number


  
CAREY J SUHAY  
VICE PRESIDENT  
Signature

3-8-23

Date

Title

**FOR THE STATE OF MICHIGAN:**

  
Director, DTMB | SFA | Design and Construction

March 27, 2023

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 claims or litigation for, the Professional firm's final design 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 development/reviews of drawings/specifications, 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, quality 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 less than 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 billing 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 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.

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 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 it 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 non-contributing 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 self-insurance 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 <http://www.ambest.com>.
- (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
<b>Commercial General Liability Insurance</b>	
<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.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimum Limits:</u> \$2,000,000 General Aggregate	Professional must have their policy follow form.
<b>Automobile Liability Insurance</b>	
<u>Minimum Limits:</u> \$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.
<b>Workers' Compensation Insurance</b>	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<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 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 INDEMNIFICATION**

- (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

<b>FILE NUMBER</b> Various	<b>PROPOSAL DUE DATE</b> Thursday, January 12, 2023, at 2:00 p.m., EASTERN
<b>CLIENT AGENCY</b> Department of Environment, Great Lakes, and Energy (EGLE)	
<b>PROJECT NAME AND LOCATION</b> 2023 Environmental Indefinite Services Indefinite Delivery (ISID)	
<b>PROJECT ADDRESS (if applicable)</b> Various	
<b>CLIENT AGENCY CONTACT</b> Bridget Walsh	<b>TELEPHONE NUMBER</b> (517) 420-6379
<b>DTMB - DCD PROJECT DIRECTOR</b> Indumathy Jayamani	<b>TELEPHONE NUMBER</b> (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 five business days prior to the meeting date (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: [smithD76@michigan.gov](mailto:smithD76@michigan.gov). The email "Subject" must include (facility name, project name, date, and time of Pre-Proposal Walk Through Meeting).

**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

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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](mailto: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 ([WatrosA@michigan.gov](mailto:WatrosA@michigan.gov)) and Don Klein ([KleinD4@michigan.gov](mailto:KleinD4@michigan.gov)).
- 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.

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#### **NIGP CODES**

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

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#### **DESIRED SCHEDULE OF WORK**

Dependent on the assigned project

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#### **ACCEPTING RFP QUESTIONS UNTIL:**

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

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**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 Purpose*

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.

Phase—

- 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. PROPOSALS SHALL BE RETURNED TO THE ISSUING OFFICE via State of Michigan Procurement website – SIGMA VSS.

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: jayamani1@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 [jayamani1@michigan.gov](mailto:jayamani1@michigan.gov)** 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 Responsibilities of Professional*

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 Proposals*

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 [sigma-procurement-helpdesk@michigan.gov](mailto:sigma-procurement-helpdesk@michigan.gov)

## **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-1 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 Questionnaire*

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 References*

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 **more than** 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. Primary Professional and Sub-consultant(s) – Position, Classification and Employee Billable Rate Information**

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. Reimbursable Expenses – for Individual Assigned Projects

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. Total, Summarized by Phase – for Individual Assigned Projects

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:**

Principals ( Not Project  
Related)  
Clerical / Secretarial

Technical (Not Project  
Related)  
Temporary Help Tax  
Technical Training  
Recruiting Expenses

#### **EMPLOYEE BENEFITS:**

Hospitalization  
Employer's  
Federal Insurance  
Contributions Act (FICA)Tax  
Unemployment Insurance  
Federal Unemployment  
Disability  
Worker's Compensation  
Vacation  
Holidays  
Sick Pay  
Medical Payments  
Pension Funds  
Insurance - Life  
Retirement Plans

#### **INSURANCE:**

Professional Liability Insurance  
Flight and Commercial Vehicle  
Valuable Papers  
Office Liability  
Office Theft  
Premises Insurance  
Key – Personnel Insurance  
Professional Liability Insurance

#### **TAXES:**

Franchise Taxes  
Occupancy Tax  
Unincorporated  
Business Tax  
Single Business Tax  
Property Tax  
Income Tax

#### **SERVICES (PROFESSIONAL)**

Accounting  
Legal  
Employment Fees  
Computer Services Bond)  
Research  
Project / Contract Bond

#### **EQUIPMENT RENTALS:**

Computers  
Typewriter  
Bookkeeping  
Dictating  
Printing  
Furniture and Fixtures  
Instruments

**OFFICE FACILITIES:**

Rents and Related  
Expenses  
Utilities  
Cleaning and Repair

**LOSSES:**

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

**FINANCIAL:**

Depreciation

**SUPPLIES:**

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

**PRINTING AND  
DUPLICATION:**

Specifications (other than  
Contract Bidding documents)  
Drawings (other than  
Contract Bidding documents)  
Xerox / Reproduction  
Photographs

**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

XYZ, Inc.

Yearly Hourly Billing Rate Increase

~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

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

		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-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
	<b>SUBTOTAL</b>		<b>\$ 1,500.00</b>

**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
<b>SUB-TOTAL</b>	<b>1,597.50</b>	<b>3,570.00</b>	<b>5,220.00</b>	<b>1,120.00</b>	<b>1,660.00</b>	
<b>TOTAL CONTRACT AMOUNT</b>						<b>\$ 12,167.50</b>





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

**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: \_\_\_\_\_)



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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.



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**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.



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- 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.



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**State Facilities Administration**  
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**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
3. 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.

Ineligible Costs - 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.

Billing Rates - 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.

Downtime for Equipment and Supplies - 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 sub-consultants/subcontractors, the Professional will list the date of the sub-consultant/subcontractor work, name of the sub-consultant/subcontractor, description of work conducted, and the cost. The cost for each category will be totaled.

Contract Close-Out – 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 sub-consultants/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 NOT 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. Staff time and costs to correct errors, omissions, and deficiencies in the work are not reimbursable. 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**

1. Full Name: [Click or tap here to enter text.](#)

Address: [Click or tap here to enter text.](#)

Telephone and Fax: [Click or tap here to enter text.](#)

Website: [Click or tap here to enter text.](#) E-Mail: [Click or tap here to enter text.](#)

SIGMA Vendor ID: [Click or tap here to enter text.](#)

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

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)? [Click or tap here to enter text.](#)

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. [Click or tap here to enter text.](#)

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: [Click or tap here to enter text.](#)

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. [Click or tap here to enter text.](#)
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
- ☐ 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: [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. **Level 2** (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

(see accompanying instructions before completing this form)

Form approved  
OMB No. 2030-0011  
Approval expires 10-31-86

## PART I - GENERAL

1. RECIPIENT		2. ASSISTANCE IDENTIFICATION NO.	
3. NAME CONTRACTOR OR SUBCONTRACTOR		4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP Code)		6. TYPE OF SERVICE TO BE FURNISHED	
TELEPHONE NUMBER(Include Area Code)			

## PART II - COST SUMMARY

7. DIRECT LABOR (specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
		\$	\$	
DIRECT LABOR TOTAL:				\$
8. INDIRECT COSTS (Specify indirect cost pool)	RATE	x BASE =	ESTIMATED COST	
		\$	\$	
INDIRECT COSTS TOTAL:				\$
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$	
(2) PER DIEM			\$	
TRAVEL SUBTOTAL:			\$	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
			\$	
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				\$

**PART III - PRICE SUMMARY**

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicate basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE
		\$

**PART IV - CERTIFICATIONS**

14 CONTRACTOR		
14a. HAS A FEDERAL AGENCY OR FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY OTHER FEDERAL ASSISTANCE AGREEMENT OR CONTRACT WITHIN THE PAST 12 MONTHS? <input type="checkbox"/> YES <input type="checkbox"/> NO (If "Yes" give name, address, and telephone number of reviewing office)		
14b. THIS SUMMARY CONFORMS WITH THE FOLLOWING COST PRINCIPLES		
14c. This proposal is submitted for use in connection with and in response to: (1)		
This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of:		(2) DATE
I further certify that a financial management capability exists to fully accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current, and accurate as of the date above.		
(3) TITLE OF PROPOSER	SIGNATURE OF REVIEWER	DATE OF EXECUTION
15. RECIPIENT REVIEWER		
I certify that I have reviewed the cost/price summary set forth herein and the proposed cost/price appear acceptable for subagreement award.		
TITLE OF PROPOSER	SIGNATURE OF REVIEWER	DATE OF EXECUTION
16. EPA REVIEWER		
TITLE OF PROPOSER	SIGNATURE OF REVIEWER	DATE 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 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:

- The method of estimating proposed hours worked.
- The computation techniques used in arriving at proposed labor rates.
- The specific documents, books or other records used as factual source material to develop proposed hours worked and labor rates.
- 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 through 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 debts. Because the Government considers "profit" to be the excess of price over allowable costs, such computation can indicate a higher profit estimate than 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.**



**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:

- I. 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.

Regions								Project Types and Services Offered													
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 claims or litigation for, the Professional firm's final design 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 development/reviews of drawings/specifications, 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, quality 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 less than 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 billing 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 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.

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 <http://www.michigan.gov/SIGMAVSS> 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 it 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 non-contributing 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 self-insurance 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 <http://www.ambest.com>.
- (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
<b>Commercial General Liability Insurance</b>	
<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.
<b>Umbrella or Excess Liability Insurance</b>	
<u>Minimum Limits:</u> \$2,000,000 General Aggregate	Professional must have their policy follow form.
<b>Automobile Liability Insurance</b>	
<u>Minimum Limits:</u> \$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.
<b>Workers' Compensation Insurance</b>	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<u>Minimum Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
<b>Professional Liability (Errors and Omissions) Insurance</b>	
<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.

C

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 INDEMNIFICATION**

- (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 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**



## **APPENDIX 2**

### **PROFESSIONAL'S PROPOSAL**

**APPENDIX 3**  
**PROFESSIONAL CERTIFICATION FORMS**

SAMPLE

## **APPENDIX 4**

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

SAMPLE

**APPENDIX 5**

**CERTIFICATES OF INSURANCE**

SAMPLE



**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: ALL PROPOSERS	DATE ISSUED December 7, 2022
PROJECT NAME  2023 Environmental Services ISID	FILE NUMBER  N/A
PROJECT DIRECTOR  Indumathy Jayamani	PROPOSAL DUE DATE:  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 [jaymanii1@michigan.gov](mailto:jaymanii1@michigan.gov), 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 than 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 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... 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.

## **APPENDIX 2**

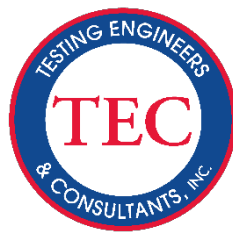
### **PROFESSIONAL'S PROPOSAL**

*Technical Proposal to Provide:*  
**Environmental Consulting Services for  
ISID 2023 Contract**

*Submitted to:*  
**State of Michigan  
Department of Technology, Management and Budget  
Facilities and Business Services Administration,  
Design and Construction Division**

*Submitted by:*  
**Testing Engineers & Consultants, Inc.**

**TEC Proposal #020-23-001  
January 12, 2023**



***“Engineering Client Success”***





## Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249  
(248) 588-6200 or (313) T-E-S-T-I-N-G • Fax (248) 588-6232  
[www.testingengineers.com](http://www.testingengineers.com)

January 12, 2023

TEC Proposal #020-23-001

Mr. Indumathy Jayamani  
DCD Project Director  
State of Michigan  
Department of Technology, Management & Budget  
State Facilities Administration  
Design and Construction Division  
3111 West St. Joseph Street  
Lansing, MI 48909

**Re: Technical Proposal to Provide Environmental Consulting Services for  
ISID 2023 Contract**

Dear Mr. Jayamani:

Testing Engineers & Consultants, Inc. (TEC) is pleased to present the following technical proposal to provide environmental consulting services. TEC brings an experienced and comprehensive ensemble of professionals to DTMB as outlined in the enclosed documentation. TEC will effectively implement all necessary tasks associated with DTMB projects as outlined in the Request for Proposal (RFP) and clarified in subsequent Addenda #1 and #2. TEC will provide environmental engineering consulting services as indicated, as well as leadership and coordination, and lead contact to DTMB. TEC agrees with the general conditions of the RFP and commits to providing the State with the services detailed in the RFP.

Our key philosophies of the Team are to:

- Bring benefit to the DTMB by performing professional services through effective and continual project communication, coordination, and cooperation.
- Maintain a common direction of service through a clear and consistent understanding of the State's policies, goals, and objectives.
- Work closely with DTMB personnel to maintain a balance between time and cost efficiencies while ensuring public safety and regulatory compliance.

Our Project Manager is Mr. Donald Kaylor, PG, EP. Mr. Kaylor is the Manager of Environmental Assessment at TEC and has 28+ years of environmental engineering consulting experience and over 35 years of professional experience. Mr. Kaylor will be the primary contact and liaison with the State and will assume the overall project management Team responsibilities of the DTMB projects. Mr. Kaylor will ensure strict adherence to approved budgets and schedules and will make sure the appropriate and necessary personnel/resources from TEC and the Team are available as needed. Mr. Kaylor can be reached as follows:

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All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION  
OFFICES IN ANN ARBOR, DETROIT, AND TROY  
FOUNDED IN 1966



Mr. Indumathy Jayamani  
State of Michigan – DTMB  
January 12, 2023

Mr. Donald Kaylor, PG, CP  
Manager, Environmental Assessment  
Testing Engineers & Consultants, Inc.  
1343 Rochester Road  
Troy, Michigan 48083

Tel: 248.588.6200  
Fax: 248.585.9519  
Cell: 810-599-4512  
dkaylor@tectest.com

Thank you for the opportunity to present our proposal for your review and consideration. We look forward to presenting our capabilities to you in person at your convenience. Should you have any questions or require further information, please do not hesitate to call us at (248) 588-6200.

Thank you for your consideration.

Respectfully submitted,  
**TESTING ENGINEERS & CONSULTANTS, INC.**



Donald Kaylor, PG (IN, TN), CP (MI)  
Manager, Environmental Assessment



Carey J. Suhan, PE  
Vice President, Geotechnical  
& Environmental Services

Enclosure

## **PART I - TECHNICAL PROPOSAL TABLE OF CONTENTS**

### **SECTION 1            GENERAL INFORMATION AND PROJECT TEAM**

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- Responsibility Certification

### **SECTION 2            UNDERSTANDING OF PROJECT AND TASKS**

### **SECTION 3            PROJECT TEAM QUALIFICATIONS**

- Personnel by Classification
- Organization of Project Team
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## **SECTION 1**

### **GENERAL INFORMATION AND PROJECT TEAM**

- Certification of Michigan Based Business
- Responsibility Certification

## SECTION 1

### GENERAL INFORMATION AND PROJECT TEAM

#### **INTRODUCTION**

Pursuant to the State of Michigan – Department of Technology, Management & Budget (DTMB) Request for Proposal (RFP) for Environmental Consulting Services, Testing Engineers & Consultants, Inc. (TEC), has assembled a project team of experienced and credentialed in-house professionals to be considered to perform a wide variety of as-needed environmental services in support of the DTMB ISID Contract.

This proposal presents the specific team qualifications, project methodology and philosophy, understanding of project, and associated personnel fees to perform the work activities in accordance with the RFP and subsequent addenda.

This proposal is presented in the following order:

- General Information and Project Team
- Understanding of Project and Tasks
- Project Team Qualifications (Personnel)
- Management Summary, Work Plan, and Schedule
- Proposal Questionnaire
- References
- Cost Proposal -- Under Separate Cover

#### **PROJECT TEAM OVERVIEW**

TEC currently holds this ISID contract and will provide the same level of experience and project management for the new contract.

TEC will provide the following environmental engineering consulting services as well as provide project oversight, assume leadership and coordination, and provide a lead contact to the DTMB.

- Asbestos/lead/mold/biohazard/regulated waste survey/free product/abatement
- Ground Penetrating Radar (GPR)
- Phase I & II ESA/Due Care Compliance/BEA
- Environmental/environmental drilling
- Environmental investigation/characterization/feasibility study
- Underground storage tank removal/demolition/soil excavation
- Brownfield development
- Vapor intrusion services

TEC will assume responsibility for all tasks necessary as they relate to individual projects. As in the current contract, our Project Team is organized with Donald Kaylor, PG, CP, EP as Project Manager and Client Liaison taking the lead and Carey Suhan, PE as Project Principal and Senior QA/QC to the DTMB. Our Project Team Organization, outlining the Team's relationship to the DTMB, is presented in detail in Section 3.

TEC, a woman-owned (WBE) firm founded in 1966 in the State of Michigan, specializes in professional consulting services in the environmental, geotechnical, building & infrastructure, and construction disciplines. TEC was Incorporated in the State of Michigan in 1966 and employs individuals that are licensed to provide professional services in the State of Michigan. Our Federal ID is #38-1813502.

## SECTION 1 GENERAL INFORMATION AND PROJECT TEAM

During our 56 year history, we have developed a diverse base of environmental engineering services including environmental site/building assessments; due care plans, environmental health & safety, hydrogeologic investigations, asbestos/lead/mold surveys; geophysical surveys; hollow stem and direct push soil probing (GeoProbe™), soil/groundwater, soil vapor sampling and analysis; monitoring well installation and oversight; Brownfield redevelopment services; underground storage tank management, facility decommissioning, hazardous materials abatement design and construction oversight; and hazardous waste site evaluations. *TEC meets the requirements to be a Qualified UST Consultant (QC) in Michigan.*

TEC is an approved Michigan State Housing Development Authority (MSHDA) Environmental Consultant and is prequalified by Michigan Department of Transportation (MDOT) to provide environmental site investigations and possesses a contract to provide pre-demolition Asbestos Surveys for bridges. Further, we have been prequalified by numerous major financial institutions to provide environmental due diligence for commercial real estate transactions. In support of their stringent procedures, we have standardized our reporting formats and instituted rigorous quality control protocols to ensure an efficient and effective service to our clients.

TEC's diversified staff of approximately than 70, including environmental scientists, geologists, industrial hygienists, underground storage tank professionals, civil and geotechnical engineers, has an outstanding reputation for providing innovative and cost effective solutions to meet client needs. All TEC staff that work on hazardous waste sites are required to complete an initial 40 hours of training as referenced by 29 CFR 1910.120 guidelines and the required 8-hour safety training update(s) as evidenced on the enclosed resumes. The majority of our project management team consists of individuals who each have over 15 years of hands-on experience developing strong technical and project management skills.

TEC prides itself in the proven ability to handle multiple, consecutive as-needed contracts with the State and local municipalities. Some of those contracts include:

- ***DTMB ISID for Environmental Consulting Services (2011-present)***
- ***DTMB ISID Contract for Construction Materials Testing and Geotechnical (2011-present)***
- MDOT As-Needed Asbestos Investigations for Bridges (2019-present)
- MDOT As-Needed Asbestos Investigations for Parcels (1996 – 2021)
- Oakland County Brownfields Contract for Environmental Services Assessment Grant (2013-15)
- MDOT As-Needed Geotechnical and Pavement Investigations for Metro Region (2008-09)
- Oakland County As-Needed Geotechnical Consulting and Related Services (1996-2014)
- City of Sterling Heights As-Needed Geotechnical, Environmental, Materials Testing (1978-present)
- City of Troy As-Needed Blanket Contract (1979-2012)
- City of Farmington Hills As-Needed Blanket Contract

*TEC will manage DTMB projects from our office in Troy; however, we have the ability to assign staff from our Detroit and Ann Arbor offices.*



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

**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: 48083)
- ☐ 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: \_\_\_\_\_)

R 08/20



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

Bidder: Testing Engineers & Consultants, Inc.

Carey J. Suhan, PE

Authorized Agent Name (print or type)

 1/12/23  
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.



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

**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.





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

- 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: Testing Engineers & Consultants, Inc.

Carey J. Suhan, PE

Authorized Agent Name (print or type)

 1/12/23  
Authorized Agent Signature & Date

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

## **SECTION 2**

### **UNDERSTANDING OF PROJECT AND TASKS**

## SECTION 2

### UNDERSTANDING OF PROJECT AND TASKS

TEC understands that the scope of work includes as needed environmental services on a statewide basis. TEC has designated those areas of the state in which we are offering these services. The environmental services will be performed to support DTMB staff in the completion of DTMB projects. TEC will furnish the necessary environmental staff and equipment (including rotary hollow-stem auger drill rigs and Ground Penetrating Radar) to the satisfaction of DTMB. Work will be performed in accordance with applicable professional and industry standards, as well as Michigan Occupational Safety and Health Administration (MIOSHA) and Michigan Department of Environment, Great Lakes, & Energy (EGLE) regulations. TEC will comply with applicable federal and state laws and rules. Field staff will wear appropriate personal protective equipment in accordance with DTMB policy and TEC's in-house safety program (highlighted in the Safety Section of this document) while on-site.

We have a motivated team of in-house professionals ready to conduct the work. Our primary point of contact for this work will be Mr. Donald Kaylor. Mr. Kaylor has extensive State of Michigan (DTMB, MDOT, EGLE, MEDC) project experience dating back to the mid-1990s, and he brings his experience, relationships, and expertise with him to apply to future projects with DTMB. This experience performing environmental projects is highlighted on his resume.

We are not anticipating any changes to the key members of the project Team; however, should there be a change, an appropriate notification will be submitted to the DTMB Project Manager for review and approval prior to commencing an individual project.

TEC has prepared this proposal in anticipation of performing up to \$250,000 in project work over the contract period. We understand that payment for work performed will be made on a billing rate basis, and that work should not proceed without written authorization from DTMB's Project Manager. There will be no markup on reimbursables expenses.

For 56 years, TEC has provided professional environmental services to clients in both the public and private sectors. Our environmental staff members have performed contamination assessments on construction sites and existing facilities of all types throughout Michigan, sometimes as the prime consultant, and sometimes as a subconsultant or subcontractor.

The scope for an environmental project may vary widely between individual projects, but many will require the same basic environmental services of review of existing documentation, conferring with DTMB to understand their needs and expectations, health, and safety plan (HASP) preparation, site inspection, drilling and sampling, laboratory analysis, data reduction and validation, and reporting. These are all activities that TEC performs on a routine basis.

Environmental projects are very similar to the Phase II and III Environmental Site Assessments (ESA) and leaking underground storage tank (LUST) work that we routinely perform for our governmental and commercial clients. Not only are we an approved environmental consultant on major bank lists (e.g., Comerica, Huntington, Independent Bank, Flagstar, PNC, etc.), but we are specifically an approved environmental consultant for the Michigan State Housing Development Authority (MSHDA). In 2010, TEC was selected as the sole environmental consultant to work on the Project Ready Sites program by the Michigan Economic Development Corporation (MEDC). We have successfully completed thousands of environmental projects (including Phase I and II ESAs, Baseline Environmental Assessments (BEAs), Due Care Plans/Section 7a Compliance Analyses), and Leaking UST projects as well as asbestos and hazardous materials surveys, lead based paint surveys, mold assessment, air quality and vapor

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intrusion assessments and consulting, specification preparation, and project contractor bidding oversight.

#### ***Regulatory Understanding and Approach***

When DTMB or its representative identifies potential sites of environmental contamination, they may provide Project Plans if available and the scope of the as-needed environmental site investigation services, including existing reports, project description, scope of requested services, proposed construction plans, schedule, and authorization to write an environmental work plan and price proposal. TEC will work with DTMB to review and finalize the site investigation work plan and price proposal for the environmental services.

Typical Work Plan and Price Proposal Preparation:

1. Review DTMB-provided documentation, if any, project description, and plans.
2. Determine the most cost- and time-efficient project staffing for the specific situation. TEC is prepared to, upon request by DTMB, subcontract and supervise other tasks such as wetland studies, Environmental Impact Statements, or Natural Resource Damage Assessments.
3. Submit a price proposal to prepare a work plan (if requested) and environmental price proposal to perform the investigation and reporting.
4. Submit work plan and a price proposal within five workdays of receiving the plans and approved authorization.
5. TEC's work plan will be sufficient to allow DTMB's project manager to assure that environmental contamination that may impact the project will be defined during the site investigation. The work plan will include maps showing the proposed sampling types and locations and will also include a detailed price proposal.

Environmental Site Investigation (typical):

1. Mark proposed work locations prior to MISS DIG staking.
2. Locate existing utilities by contacting the MISS DIG utility staking system, and locate other utilities not covered or marked by MISS DIG, including private utilities.
3. Record MISS DIG confirmation information.
4. Operations will be conducted such that it will not encumber the site with materials and equipment and will be confined to areas permitted by applicable laws, ordinances, permits, and the contract.
5. Assume full responsibility for protection and safekeeping of materials, products, and equipment stored on-site or at another location.
6. TEC has extensive experience with right-of-way drilling work. TEC will confine its services to only those areas where we have been granted access, permits have been obtained and the utilities have been marked. The "Michigan Manual of Uniform Traffic Control Devices" shall be followed, as appropriate.
7. Services will be conducted in strict accordance with the approved work plan, if applicable. Sampling typically entails invasive methods such as hand-augering, Geoprobe drilling, rotary (hollow-stem auger) drilling, and/or completing test trenches/pits. Sampling methods will follow DTMB, ASTM, DEQ, and U.S. Environmental Protection Agency (EPA) protocols, as appropriate.

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#### Site Investigation Report:

1. Final report summarizing the location, nature, extent, and volume of contamination will be prepared using current DEQ and EPA guidance and policies, and available construction plans.
2. The report may include a site history, possible contamination sources, and a description of investigation activities at the site including analytical and sampling methodologies, and drilling and well construction techniques.
3. A map illustrating the type of contamination, its location, nature, and extent will be included.
4. Summary analytical data tables, complete laboratory results, soil boring logs, well diagrams, photographs, field notes, and other documents as applicable.
5. The report will also include tables summarizing both soil and groundwater (and other media such as air or building materials, if sampled) concentrations in the samples collected during the investigation and copies of the laboratory analytical reports.
6. Soil boring and well construction logs will be included as appendices.
7. Identified contamination will be compared to current DEQ cleanup standards. Every advantage will be taken by assessing metals against site-specific, local, regional, and state background metals concentrations.
8. Recommendations for further investigations, remediation, liability protection, etc., if appropriate.

Ground penetrating radar (GPR) surveys may be used on a site to supplement geophysical data obtained through more conventional means such as soil borings or test pits. The advantage of utilizing GPR is most apparent for sites requiring surveys of large areas. Our GPR equipment allows TEC to determine locations and depths of various subsurface structures, such as building foundations, pipes and cables, abandoned sewers and tunnels, buried storage tanks and drums. TEC has a number of staff that are experienced in the use of GPR equipment and proper data interpretation.

TEC is prepared to submit proposals, work plans, and final environmental reports in electronic ("PDF") format, in addition to original paper copies, to assist DTMB and speed up the delivery of information. Larger PDF files can be uploaded to a secure website where they can be easily downloaded by any personnel authorized by DTMB. This website download avoids the attachment size limit imposed by some email systems. The project Team will be available to meet with DTMB to explain and discuss finding and options in light of the applicable laws and rules governing the specific situation.

Our goal is to leverage our exceptional environmental project management experience to use the full resources of TEC to provide rapid turnaround, high-quality, services that meet the needs of DTMB and exceed expectations. TEC will conduct or closely manage all aspects of the work from initial contact with the DTMB project manager to delivery of final documentation and invoicing.

TEC's Project Manager (Mr. Kaylor) will be a single point-of-contact for DTMB. Our approach is to complete environmental projects in a systematic manner to ensure the highest quality and safety. Once TEC has received the appropriate approval documentation from DTMB, we will be available to conduct a brief project "kick-off" meeting or teleconference. The purpose of this initial communication is to establish a project schedule and identify project-specific issues, contacts, and/or concerns that are unique to each site.

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TEC is intimately familiar with field screening, soil and groundwater sampling, sample preservation, chain-of-custody documentation, and decontamination protocols and techniques used on environmental sampling projects in Michigan. We will collect samples in accordance with the approved environmental work plan and price proposal. Typically, sampling will be performed in accordance with DEQ protocol as described in Remediation and Redevelopment Division (RRD) Operational Memorandum No. 2, or other applicable industry standard(s). Boring locations will be based on the approved work plan, and field-adjustment may be made by qualified personnel after consultation with DTMB's project manager.

*Laboratory Testing Services* – TEC will only subcontract with accredited laboratories, known to be thoroughly familiar with DEQ and EPA methods and requirements, when necessary to perform analytical services. Samples will be collected, maintained, and shipped under strict chain-of-custody protocol to ensure the integrity of the sample results.

Samples will be submitted for laboratory analysis based on the environmental work plan. Analytical methods, holding times, and target detection limits will be in accordance with those specified in DEQ RRD Operational Memorandum No. 2 to permit comparison to appropriate DEQ Cleanup Criteria.

*QA/QC Samples* - When required by the work plan, quality assurance/quality control and duplicate samples will be collected and submitted for analysis. Typical high-level QA/QC sampling protocol may include some or all of the following:

- Duplicates – one per day per analytical group for each media sampled
- Matrix Spike/Matrix Spike Duplicates – one per day per analytical group
- Field Blanks – one per day per analytical group
- Trip Blanks – one per day when water samples are submitted for volatile organic compounds
- Methanol Blanks – one per day when soil samples are submitted for volatile organic compounds

Fewer samples may be submitted to save money on a project-specific basis, depending on the Data Quality Objectives (DQOs).

Building demolitions typically require that a pre-demolition asbestos survey is performed beforehand. The National Emission Standards for Hazardous Air Pollutants (NESHAP), 40 CFR, Part 61, Subpart M controls the release of air contaminants to the ambient air during renovation and demolition activities. NESHAP requires the owner or operator to submit a notification of intent to renovate/demolish to the appropriate regulatory authorities before the work begins. In order to provide the required information to the regulatory authorities, a comprehensive asbestos survey must be conducted. The survey must list all asbestos-containing materials (ACM) that are present, their estimated quantities, and identify which of them must be removed before renovation or demolition.

TEC's sampling strategy for asbestos-containing materials will be in accordance with the guidelines as outlined in the EPA publication "Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials" and AHERA. At a minimum, 3 - 7 samples per homogeneous area of friable surfacing materials will be obtained for analysis. For non-friable surfacing and miscellaneous materials, 1-3 samples of each homogeneous material will be obtained and analyzed. 3 samples of each type of thermal system insulation (TSI) will be collected. Fire doors, duct vibration joints and



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roofing material, will be treated as presumed ACM (unless authorized by client to sample). Samples will be sent to an NVLAP accredited laboratory for analysis by Polarized Light Microscopy (PLM). TEC operates on a "stop first positive" basis. This means that should either of the first or second samples test positive for asbestos, of a 3-sample set, the remaining samples in the set will not be analyzed. This approach prevents unnecessary testing and cost to the project.

Bulk samples collected will be analyzed by polarized light microscopy. However, PLM is not consistently reliable in detecting asbestos in a small percentage of samples that contain asbestos. Certain flooring materials (floor tile, linoleum) may contain very small asbestos fibers that are not visible by PLM. The fibers may also be bound or obscured by the organic matrix of the material. Thus, the laboratory does not guarantee negative PLM results. TEC typically recommends TEM analysis for non-friable organically bound (NOB) sample matrices.

We also recommend that any flooring material that is sampled and reported as <1% or below limit of detection should be further tested by transmission electron microscopy (TEM) to conclusively determine whether the material is an ACM.

Buildings undergoing renovation or demolition are also frequently surveyed for the presence of lead-containing paints. The Construction Industry Standard for Lead (29 CFR 1926.62) was enacted to provide protection of workers against overexposure to lead-containing dusts during construction activities, including building renovation or demolition. This Standard is unique in that there is a presumption of overexposure if certain activities are conducted on materials containing any amount of lead. This, in turn, may trigger stringent compliance mandates on the employer (contractor). Therefore, it is crucial to have quality information pertaining to the presence of lead-containing materials before any disturbance activities commence.

The lead content of painted surfaces is determined with a handheld x-ray fluorescence (XRF) analyzer. Instrument calibration occurs at the beginning and the end of each building survey. In the event that a battery change is required during the survey, an additional calibration is taken before the battery is replaced. Calibration check readings are taken on a Standard Reference Material (SRM) paint film from the National Institute of Standards and Technology (NIST). Our staff includes trained and state certified Lead Inspectors and Lead Risk Assessors familiar with conducting pre-demolition/renovation lead surveys.

Building assessments for water infiltration, mold or biohazards (sewage contamination) may be requested by DTMB. When conducting a water infiltration and mold assessment, the goal is to provide a "preliminary determination", using the guidelines published in the Institute of Inspection Cleaning and Restoration Certification (IICRC) Standard S520, entitled "Standard and Reference Guide for Professional Mold Remediation", 1<sup>st</sup> Edition, December 2003. The preliminary determination is "a conclusion drawn from the collection, analysis and summary of information obtained during an initial inspection and evaluation to identify areas of moisture intrusion and actual or potential mold growth". This typically also involves the collection and analysis of environmental samples from the site. Sample analysis for fungi is subcontracted to an AIHA-accredited environmental microbiology laboratory. Once all data is collected, the investigator, typically a Certified Industrial Hygienist, will categorize the indoor environment as follows:

Condition 1 (normal fungal ecology). This is an indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.

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Condition 2 (settled spores). An indoor environment which is primarily contaminated with settled spores that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth.

Condition 3 (actual growth). An indoor environment contaminated with the presence of actual mold growth and associated spores. Actual growth includes growth that is active or dormant, visible or hidden.

Once a determination is made by the investigator, recommendations for remediation are developed following the guidelines of IICRC, the American Industrial Hygiene Association (AIHA) and American Conference of Governmental Industrial Hygienists (ACGIH). TEC's industrial hygiene staff also conducts contractor oversight during remediation activities to ensure the work is being conducted with the appropriate engineering and work practice controls in place. Clearance inspection and sampling are then performed to demonstrate that the work area is suitable for reoccupancy.

#### **Safety**

TEC views safety to be of utmost importance and will take practical steps to safeguard employees from accidents and to maintain a safe work environment for project staff and the public. To ensure that field staff are working in accordance with applicable safety procedures, TEC entered a "Safe-2-Work" training program starting in 2003, (which has since transitioned to the "MUST" program) and we continually monitor its results for effectiveness. TEC's field staff attend regularly scheduled safety meetings and are trained in the MUST Program safety modules. To that end, TEC staff will wear the appropriate personal safety equipment and comply with MIOSHA and DTMB safety policies while working on DTMB projects.

TEC environmental employees, including our drill crews, have 40-hour hazardous waste operations (HAZWOPER) safety training and current 8-hour annual refresher training, in accordance with the OSHA requirements described in 29 CFR 1910.120. Each employee is equipped with, and trained to use, both standard Level D personal protective equipment (PPE) such as steel-toed work boots, gloves, safety glasses, hard hats, etc., and additional safety equipment such air-purifying respirators, explosimeters, etc. In addition, TEC staff members have 8-hour HAZWOPER Supervisor and 10-hour OSHA Construction training.

TEC will prepare a site-specific Health and Safety Plan (HASP) prior to commencing with each individual environmental project. The HASP will identify routine and extraordinary safety concerns, air monitoring requirements, provide a description of safe work practices, and contain emergency information such as a list of telephone numbers, a route to the nearest emergency medical services, etc. TEC's designated Safety Officer for environmental projects is Mr. Kenneth Majetic.

TEC has extensive experience consulting with government regulators to find the most cost- and time-effective approach to achieve the Client's desired goals. Our staff has cooperatively worked with the multiple divisions of the DEQ and other departments to navigate the regulatory maze with the minimum in disruption to the project schedule.



## UNDERSTANDING OF PROJECT AND TASKS

The statutes, rules, and guidance most commonly used in our day-to-day environmental projects include:

- Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA of 1980) also known as 'Superfund'
- Superfund Amendments and Reauthorization Act (SARA of 1986)
- Small Business Liability Relief and Brownfields Revitalization Act of 2001 [Public Law 107-118 (H.R. 2869)]
- Natural Resources and Environmental Protection Act (NREPA) 1994 PA 451, as amended
  - Part 201 (Environmental Remediation)
  - Part 213 (Leaking Underground Storage Tanks - LUST)
  - Part 111 (Hazardous Waste Management)
  - Part 115 (Solid Waste Management)
  - Part 31 (Water Resources Protection)
  - Part 91 (Soil Erosion And Sedimentation Control - SESC)
  - Part 17 (Michigan Environmental Protection Act)
- United States Environmental Protection Agency (USEPA) Data Quality Objectives Process for Superfund: Interim Final Guidance EPA 540-R-93-071, 1993
- USEPA Guidance for the Data Quality Assessment Process: Practical Methods for Data Analysis EPA QA/G-9, 2000
- 40 CFR Part 312 Innocent Landowners, Standards for Conducting All Appropriate Inquiries
- National Environmental Policy Act of 1969 (NEPA)
- ASTM E1527-21 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process
- ASTM E1903-19 Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process
- ASTM E1739-15 Standard Guide for Risk-Based Corrective Action Applied at Petroleum Release Sites
- ASTM E2600-22 Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions
- ASTM D4448-01(2019) Standard Guide for Sampling Groundwater Monitoring Wells
- ASTM D5299-99(2012)e1 Standard Guide for Decommissioning of Groundwater Wells, Vadose Zone Monitoring Devices, Boreholes, and Other Devices for Environmental Activities
- ASTM D6724-16 Standard Guide for Installation of Direct Push Ground Water Monitoring Wells
- ASTM D6914-04(2016) Standard Practice for Sonic Drilling for Site Characterization and the Installation of Subsurface Monitoring Devices
- MSHDA Environmental Review Requirements (2021).
- State of Michigan Parts 201 and 213 generic cleanup criteria & screening levels
- Instructions for Preparing and Disclosing Baseline Environmental Assessments and Section 7a Compliance Analysis to the Michigan Department of Environmental Quality and for Requesting Optional Determinations, March 11, 1999, as revised/amended
- Lead Exposure in Construction Standard (29 CFR 1926.62), as adopted by the State of Michigan (R325.51991 and R325.51992)

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- Environmental Protection Agency (EPA) Renovation, Repair, and Painting (RRP) Rule. Federal Register: April 22, 2008 (Volume 73, Number 78)
- Construction Industry Standard for Lead (29 CFR 1926.62) for Lead-Based Paint Abatement Activities
- EPA publication "Asbestos in Buildings: Simplified Sampling Scheme for Friable Surfacing Materials" EPA 560-5-85-018
- Asbestos Hazard Emergency Response Act (AHERA) of 1986 [Title II of the Toxic Substance Control Act (TSCA)]
- National Emission Standards for Hazardous Air Pollutants (NESHAPs), Asbestos regulation 40 CFR 61

To sum up, TEC has a wide and deep breadth of experience in conducting environmental projects spanning multiple regulatory frameworks and governmental jurisdictions.

## **SECTION 3**

### **PROJECT TEAM QUALIFICATIONS**

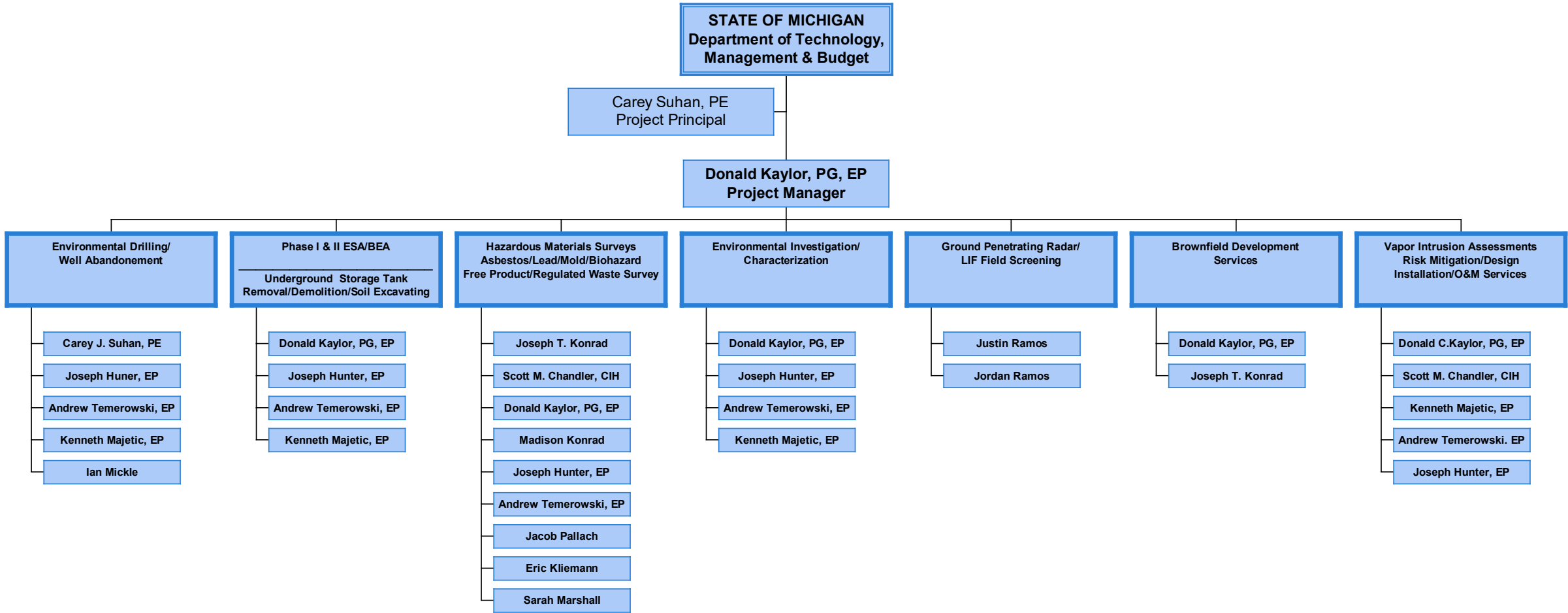
- Personnel by Classification
- Organization of Project Team
- Professional Resumes

## PERSONNEL BY CLASSIFICATION

[illegible]

TEC anticipates that the variety of quality services required by DTMB may necessitate the use of additional personnel such as drillers, technicians, and professional support staff that are not listed on the table above.

# Project Team Organization for State of Michigan – DTMB 2023 ISID Environmental Consulting Services



**CAREY J. SUHAN, PE**

**TITLE:** Vice President  
Geotechnical and Environmental Services

**EDUCATION:**

BS, Civil Engineering  
University of Michigan, 1985

MS, Civil Engineering  
(Geotechnical/Environmental Concentration)  
Wayne State University, 1995

**PROFESSIONAL DEVELOPMENT:**

Niton XRF Analyzer Operator's Training Certificate, 2010  
FRA Contractors On Track Safety Training, 2009  
MDEQ RBCA Training Course, 1995  
40-Hour Hazardous Waste Training Certification (OSHA)  
8-Hour Hazardous Waste Training Refresher, Annually  
Hazardous Waste Refresher Course, 2002  
8-Hour Hazardous Waste Supervisor Certification Training (OSHA)  
Deep Foundations Institute Annual Conference, 1991  
Environmental Site Assessment Seminar, PSI, 1987  
Fundamentals of Deep Foundation Design, University of Missouri Rolla, 1989

**LICENSES/REGISTRATION:**

Licensed Professional Engineer, State of Michigan, 1990  
Licensed Professional Engineer, State of Ohio, #78837, 2014

**EXPERIENCE:**

Thirty-six (36) years' experience in environmental site assessment services, geotechnical engineering, construction materials testing and supervision of engineering and technical staff. Background in commercial, municipal, industrial, and residential projects. Supervises drilling and sampling crews performing geotechnical and environmental sampling, piezometer, and ground water monitoring well installation. Experienced in all phases of environmental site assessments. Environmental responsibilities include design and planning of environmental investigations, technical reviews, client consultation and report writing. Responsible for client and regulatory agency communication and integration.

Mr. Suhan has served as Project Manager and Principal in Charge of environmental and geotechnical projects. Experience on Brownfield redevelopment sites, as well as Greenfield sites. Many projects involve the integration of environmental, geotechnical, demolition, and construction aspects to best achieve project goals. Oversight of MSHDA and HUD Environmental Assessments/Reviews, NEPA Assessments and MSHDA Geotechnical Investigations. Currently serves as Principal in Charge of contracts with multiple local units of government (LUGs).

**CAREY J. SUHAN, PE**

**SAMPLING OF PROJECTS:**

**Environmental Projects – Project Principal and Senior Technical Review**

- Glenview Trace Apts.; MSHDA Phase I ESA – Battle Creek, MI
- Hidden Creek; MSHDA Phase I ESA – Grand Rapids, MI
- Tivoli Manor; MSHDA Phase I ESA – Warren, MI
- Gardenview Estates; Multiple MSHDA ESAs and Updated MSHDA ESAs, Phase II ESA, BEA, Section 7a Compliance Analysis (Due Care Plan – Detroit, MI
- Norstar Development Phases I, IIa, IIb, IIc, and III (MSHDA) – Detroit, MI
- Cornerstone (Former Jeffries East) Development – Detroit, MI
- Woodbridge Estates (Former Jeffries Housing Development) – Detroit, MI
- Fairview Place Condominiums; MSHDA Phase I ESA and Part 58 HUD Review
- Utica Townhomes; (HUD) Phase I ESA – Utica, MI
- Memorial Hall of Presbyterian Village (MDHDA) Asbestos Survey – Redford, MI
- Presbyterian Village; Part 50 HUD ESA w/NEPA Assessment – Dearborn, MI
- Presbyterian Village; Part 50 HUD ESA w/NEPA Assessment – Hampton Twp., MI
- Virginia Park Meadows; MSHDA ESA and Asbestos Survey – Detroit, MI
- DHC Capital Fund Program; Part 58 HUD Environmental Reviews – Detroit, MI
- Woodbridge Estates Phase III; Parts 50 & 58 HUD / MSHDA ESA with NEPA Assessment –

**Geotechnical Engineering - Roads & Bridges**

- M-53 & 26 Mile Road Intersection - Shelby/Washington Twps., MI
- Intersection Improvements and Traffic Signal Recommendations; Livernois at Wattles Rd – Troy, MI
- M-24 Profile Drilling Between Newark & Pratt Roads – Lapeer, Michigan
- 13 Mile Road Reconstruction from Farmington to Orchard Lake Roads - Farmington Hills, MI
- Freedom Road From Orchard Lake Road to Grand River Avenue, MI
- Parkdale Road Over Stoney Creek - Rochester Hills, MI
- Rochester Road Reconstruction - Project - Troy, MI
- 15 Mile Road Widening - Sterling Heights, MI
- Taylor Road Paving - Auburn Hills, MI
- M-59 Bridge over I-94 - Chesterfield Township, MI
- Clinton River Road Relocation - Sterling Heights, MI
- Utica Road Reconstruction - Sterling Heights, MI
- Grand River Bridge Replacement over the Huron River – Lyon Twp, MI in Oakland County
- Tienken Road Bridge over Stoney Creek – Rochester, MI in Oakland County
- Franklin Road Bridge over I696- Southfield, MI
- Ecorse Road Bridge over US-12 - Ypsilanti, MI
- Adams Road Bridge Replacement over CN Railroad
- Bridge Street Bridge over Rouge River - Southfield, MI
- Little Mack Repaving & Widening - St. Clair Shores, MI
- Jeffords Street Improvements - Dexter, MI

**DONALD C. KAYLOR, PG (IN, TN), EP**

**TITLE:** Manager, Environmental Assessment

**EDUCATION:**

Graduate Diploma in Waste Management & Groundwater Contamination, McGill University  
Master of Science (Geology), McGill University  
Bachelor of Science (Geology), McGill University

**LICENSES/REGISTRATIONS:**

Professional Geologist (PG), #1584, Indiana  
Professional Geologist (PG), #TN2438, Tennessee  
Certified UST Professional (CP), #663, Michigan  
Certified Class A UST System Operator, Michigan  
Certified Class B UST System Operator, Michigan  
Certified Stormwater Operator (CSO) for Construction Sites, #03033, Michigan  
Certified Stormwater Operator (CSO) for Industrial Sites, #05834, Michigan  
Asbestos Inspector, #A22920, Michigan

**PROFESSIONAL DEVELOPMENT:**

OSHA 40-Hour, 8-Hour Supervisor, & Current 8-Hour Annual Refresher Safety Training  
Underground & Aboveground Storage Tank Inspector, University of Wisconsin  
Environmental Assessment for Commercial Real Estate, ASTM  
Asbestos Building Inspector Training  
Vapor Intrusion Pathway Training, ITRC  
IAQ/Mold Inspector  
Certified Project Manager  
Cleanup Criteria Training, Michigan DEQ  
Risk-Based Corrective Action Applied at Petroleum Release Site, ASTM  
First Aid and CPR, American Red Cross

**EXPERIENCE:**

Mr. Kaylor is a Professional Geologist (IN, TN), a Certified Underground Storage Tank Professional (MI), and is qualified as an Environmental Professional (EP) per 40 CFR 312, with more than 2 years of progressively responsible environmental consulting experience in Michigan. Previously, Mr. Kaylor was an oil and gas exploration geologist. He specializes in conducting or overseeing all aspects of environmental due diligence, hydrogeological investigation, contamination assessment, Risk-Based Corrective Action, and UST/leaking UST projects. As Manager of Environmental Assessment, his responsibilities include department and project management, report writing, client consultation, staff training and supervision, senior technical review, department P/L, and business development.

**SAMPLING OF PROJECTS:**

Environmental Due Diligence/Investigation Project Experience:

- MDOT & Windsor-Detroit Bridge Authority; Gordie Howie International Bridge, Detroit, MI: Conducted multiple Phase I ESAs, Preliminary Site Assessments, Baseline Environmental Assessments (BEAs), & Due Care Plans (DCPs) to support parcel acquisition (MDOT) and parcel leasing (WDBA).
- Greektown Casino LLC; Former Wayne County Sheriff's Administration Building (Greektown Valet Parking Deck), Detroit, MI: Conducted Phase I ESA, Phase II ESA, supplemental chromium sampling, BEA, & DCP to support property acquisition.



**DONALD C. KAYLOR, PG (IN, TN), CP (MI), EP, Cont.**

**SAMPLING OF PROJECTS: Cont.**

- Standard Federal Bank; RJ Marshall sites, Various Locations: Managed multi-state Phase I ESA portfolio (California, Arkansas, & Michigan). Additional detailed regulatory review services provided on critical sites.
- Private Owner; Proposed Retail Gas Station, Ecorse, MI: Conducted Phase I ESA, Phase II ESA, & Type S BEA (affirmed by DEQ) on former gas station.
- State of Michigan, Department of Transportation; Proposed Transportation Service Center, Pontiac, MI: Conducted Phase I ESA, Phase II/III drilling investigations, BEA, & Section 7a (Due Care) Compliance Analysis on former State Psychiatric Hospital facility.
- Greektown Casino LLC; Multiple Property Refinancing, Detroit, MI: Conducted multi-property Phase I ESAs to support refinancing. Subsequently conducted update of Phase I ESAs in March 2017.
- Detroit Brownfield Redevelopment Authority; Former Conrail Property, Detroit, MI: Conducted a Phase I ESA, Phase II ESA, BEA, Due Care consulting, & extensive client consultation as part of City plan to market property coincidental with the extensive Uniroyal cleanup on adjacent land.
- Casmere/Halanski; Sterling Heights, MI: Phase I ESA on former 58-acre landfill.
- State of Michigan, Department of Transportation; Proposed Transportation Service Center, Detroit, MI: Conducted Phase I ESA, geophysical investigation (GPR/EM), Phase II/III drilling investigations, & Section 7a (Due Care) Compliance Analysis on former automobile manufacturing facility.
- Taktix; University Preparatory Academy Elementary School II, Detroit, MI Conducted a Phase I ESA & Phase II ESA, & assessed site for possible presence of USTs. Report preparation.
- State of Michigan, Department of Transportation; Multiple Transportation Corridors, MI: Conducted Preliminary Site Investigations (PSIs) including review of PACs reports, environmental drilling, field-screening, laboratory analysis, report preparation, & client consultation.
- State of Michigan, Department of Transportation; Proposed Transportation Service Center, Detroit, MI: Conducted Phase I ESA, geophysical investigation (GPR/EM), Phase II/III drilling investigations, & Section 7a (Due Care) Compliance Analysis on former automobile manufacturing facility.
- Detroit Edison; Fermi Nuclear Power Plant, Newport, MI: Project management, data validation, & low-stress field sampling for multiple parameters to support a Combined Operating License Application (COLA) for a new reactor (Fermi 3).

**UST / Petroleum Project Experience:**

- Amoco; Multiple Sites, MI: Project manager/certified UST professional for multi-site long-term quarterly/annual groundwater monitoring & free product recovery programs.
- State of Michigan, Department of Environmental Quality; Mercury Manufacturing Site, River Rouge, MI: Project manager for Leaking Underground Storage Tank Acute Risk Abatement Project. Extensive investigation & remediation of free product.
- State of Michigan, Department of Management & Budget; Flint State Office Building, Flint, MI: Certified UST Professional and project manager for UST removal and Leaking UST investigation, risk assessment (RBCA), & closure project. Conducted on an expedited basis to prevent release from adversely impacting existing construction project schedule.
- Almont Schools; Former High School, Almont, MI: Certified UST Professional and senior reviewer for long-term groundwater monitoring program for leaking UST. Assisted with Adaptive Reuse Study, Leaking UST reporting, risk assessment, well maintenance & repair.

**DONALD C. KAYLOR, PG (IN, TN), CP (MI), EP, Cont.**

**SAMPLING OF PROJECTS: Cont.**

- Charter Township of West Bloomfield; Fire Station No. 2, West Bloomfield, MI: Certified UST Professional and project manager for Underground Storage Tank removal, Leaking Underground Storage Tank investigation, & unrestricted residential RBCA closure.
- State of Michigan, Department of Environmental Quality; Berrien County, MI: Project manager/certified UST professional for investigations/acute risk abatement of drinking water impact from abandoned former gasoline station.
- Troy School District Transportation Department; Troy, MI: Certified UST Professional for Leaking UST investigation, contaminated groundwater investigation, risk assessment (RBCA), reporting (Initial Assessment & Closure reports).
- Walther P Reuther Psychiatric Hospital; Westland, MI: Senior Geologist/Reviewer for investigation of impacted soil causing vapor intrusion into hospital. Soil sampling, analyses, risk assessment, reporting, & client Consultation.
- Mobil Oil Corporation; Multiple Sites, MI: Project manager/certified UST professional for multi-site investigations, RBCA risk assessments, long-term quarterly/annual groundwater monitoring program, & site closures/delisting.
- Lincoln Plaza, Warren, MI: Certified Professional for UST registration, removal, site assessment/release discovery, investigation, & closure reporting for orphan UST discovered during construction activities.
- Detroit Catholic Pastoral Alliance Residential Re-Development, Detroit, MI: Managed investigation for orphan USTs and known petroleum releases to assist client with multi-family housing redevelopment. Conducting GPR & drilling/sampling investigations to locate additional UST and assess site especially for vapor intrusion concerns. Provided documentation to support MSHDA application.
- Coca-Cola Enterprises North; Multiple Sites, MI: Project geologist for investigation and remediation of leaking UST plumes via soil excavation & thermal destruction; report preparation. Multi-site long-term quarterly/annual groundwater monitoring program.
- Birmingham Cleaners; Birmingham, MI: Project manager for removal of two diesel USTs and closures in place of two solvent USTs, including regulatory reporting, on-site supervision of confined space entry, & cleaning of USTs.
- Lincoln Plaza, Warren, MI: Certified Professional for UST registration, removal, site assessment/release discovery, investigation, & closure reporting for orphan UST discovered during construction activities.
- National Steel; Zug Island, MI: Project manager/certified UST professional for multi-site investigations, RBCA risk assessments, & long-term monitoring. Recovered several thousand gallons of free product.

**Brownfields Project Experience:**

- Detroit Building Authority, Former Joe Louis Arena Demolition & Redevelopment, Detroit, MI: Conducted Phase I ESA, Phase II ESA, & Due Care consulting. Preparation of Act 381 Work Plan to obtain tax increment financing (TIF). Coordinated with local/state technical personnel & elected officials.
- Private Developer, City of Highland Park, Wayne County; Former Manufacturing Site, Highland Park, MI: Extensive site investigation and remediation. Preparation of Brownfield/Act 381 Work Plan to obtain TIF.
- Private Developer & City of Warren; Former Equipment Manufacturing Inc. Site, Warren, MI: Assessed site conditions and prepared Brownfields Investigation Work Plan for Michigan DEQ approval under Site Reclamation. Coordinated with city personnel, site developer, and DEQ to

**DONALD C. KAYLOR, PG (IN, TN), CP (MI), EP, Cont.**

**SAMPLING OF PROJECTS: Cont.**

facilitate redevelopment of contaminated former heavy industrial property and ensure compliance with reimbursement/brownfield credits requirements.

Compliance/Health & Safety Project Experience:

- Grand Ledge Public Schools: Grand Ledge, MI: Manager and Senior Reviewer for Environmental Health & Safety Management program. Supervised review of current Environmental Health & Safety Management plans (e.g., personal protective equipment, playground safety management, medication disposal). Researched current regulations and guidance. Deliverables included compliance plans, informational summaries, website postings, & training materials. Managed annual training sessions for school employees.

Hazardous Substances Project Experience:

- Arte Express Detroit; Former Packard Plant; Detroit, MI: Managed hazardous materials/regulated waste surveys, reporting, and recommendations. Provided consultation on due care obligations and up to 50 suspected orphan/abandoned USTs.
- Hopkins International Airport; Cleveland, OH: On-site environmental consulting services related to investigation and recovery of de-icing fluids from the subsurface. Obtained security clearance & safety training to conduct on-site work. On-site monitoring of de-icing fluids recovery.
- South Macomb Disposal Authority (SMDA) Landfill Site #11, Macomb County, MI: Project management, analytical data/peer review and validation, assessment of field sampling and laboratory techniques and results, and groundwater monitoring report preparation for multi-year quarterly groundwater sampling and monitoring of a landfill.
- Marysville Public Schools; Middle School, Marysville MI: Manager and Senior Technical Reviewer for Science Waste Drain Line Assessment and Remediation. Rapid response assessment of impact (soil/groundwater, health & safety for workers/students) from the release of hazardous waste material originating from chemistry classrooms. Waste characterization/disposal assistance, bid spec preparation, remediation design and contractor supervision, mercury vapor monitoring, verification of soil remediation, client consultation, & documentation. Consulted on exceedances at outfalls to sanitary sewers, & interaction with wastewater treatment plant to resolve regulator concerns.
- West Lake Landfill; St. Louis, MO: Project geologist for RI/FS investigation and risk assessment of radioactive waste disposal site, including development of ARARs.
- Neumann Smith & Associates; Oak Pointe Church, Novi, MI: Conducted investigation of arsenic impacted soil prior to site redevelopment. Performed drilling & soil sampling, statistical data evaluation, & report preparation.
- Mass Transit Authority; Flint, MI: Project manager for investigation of risk assessment of arsenic-impacted soil that was scheduled to be removed from various project locations. Performed soil sampling, data evaluation, risk assessment, & risk management consulting regarding worker health and safety and waste relocation for a transportation improvement project.

**TECHNICAL SOCIETY AFFILIATIONS:**

Michigan Association of Environmental Professionals, Immediate Past President (2013-2014), President (2012-2013), Vice-President (2009-2012), & Board Member (2007-2009)

**JOSEPH T. KONRAD**

**TITLE:** Manager, Environmental Services Group

**EDUCATION:**

BS, Biology  
Eastern Michigan University

**LICENSES/REGISTRATION:**

Asbestos Inspector, Designer State of Michigan # A5594  
NIOSH 582 Fiber Counting  
OSHA 40-hour Construction Safety and Health, 2021  
OSHA Hazwoper, Supervisor Training, 2015  
EPA AHERA Asbestos Air Monitor 1989  
EPA AHERA Asbestos Inspector, Michigan, 1989-2021  
EPA AHERA Asbestos Management Planner, Michigan, 1989-2015  
EPA AHERA Asbestos Designer, Michigan, 1989-2021  
EPA AHERA Asbestos Contractor Supervisor, Michigan, 1989-2019  
EPA Lead-Based Paint Inspector, #L-04294, Michigan, 2011  
EPA Lead-Based Paint Risk Assessor, #L-04294, Michigan, 2011  
Certified Indoor Environmentalist (CIE), 2003-2009  
Registered Professional Industrial Hygienist (RPIH), Kentucky 1995-2009  
Niton Radiation Safety, X-Ray Fluorescence Operator, 2009  
Project Management Certification Program

**EXPERIENCE:**

Mr. Konrad is responsible for the performance and administration of services regarding due diligence Phase I, II, III and Environmental Site Assessments (ESAs), wetland assessments, Underground Storage Tank (UST) investigations/remediation projects, industrial hygiene (IH), indoor air quality (IAQ), fungi (mold), asbestos and lead-based paint (LBP). With over 33 years of experience, his professional knowledge in the assessment and analysis of environmental hazards includes identification, characterization, and quantification of suspect materials, extraction of representative samples for laboratory analysis, and assessment of the impact of hazardous material presence on current and future operations. Mr. Konrad is a Professional Industrial Hygienist, an accredited air sampling professional providing abatement air monitoring and analysis of asbestos/lead/mold air samples in accordance with local, state and Federal regulations while overseeing asbestos/lead removal projects. As an experienced program, project, and construction manager, Mr. Konrad is also responsible for managing large scale environmental inspection and remediation projects.

**SAMPLING OF PROJECTS:**

**Representative Large Contract/Program Management Project Experience**

- **Project Manager** for a multi-year 13-million-dollar asbestos-haz/mat abatement and demolition project of the Joe Louis Arena (JLA). TEC has been selected as the project management and industrial hygiene consultant for facility demolition of the JLA site in Detroit, MI. The site consisted of an 24,000 seat, sports arena. The building was the home of the Detroit Red Wings. The asbestos-haz/mat abatement and demolition are being conducted for the City of Detroit, Detroit Building Authority (DBA), with oversight provided by the Building, Safety, Engineering and Environmental Department (BSEED) of the City of Detroit.

JOSEPH T. KONRAD

**SAMPLING OF PROJECTS: Cont.**

The project management team consists of , the DBA, BSEED, TEC, Barton Malow, Siddock Engineering, Homrich (for asbestos-haz/mat abatement) and Adamo (for demolition). TEC has been tasked with management of the industrial hygiene, and environmental issues associated with the renovation project. The primary focus is on asbestos containing materials and materials containing lead, lead/mercury contaminated soil, and lead based paint. Additional concerns have been encountered regarding the screening of subsurface soils. In addition, TEC has provided fugitive dust, movement and vibration monitoring services during the project activities. This project began in 2018 and is ongoing; the project is on schedule and within budget. | P a g e 2

- Project Manager for a multi-year 7 million dollar asbestos and lead abatement project of a Federal Courthouse. TEC has been selected as the project management and industrial hygiene consultant for facility wide renovation of the Theodore Levin U.S. Courthouse site in Detroit, MI. The site consists of an 11 story, 629,000 square foot building. The building houses 24 Federal Courtrooms and is managed by the General Services Administration (GSA) of the Federal Government. The project management team consists of GSA, Jacobs Engineering, The Christman Company and TEC. TEC has been tasked with management of the industrial hygiene, and environmental issues associated with the renovation project. The primary focus is on asbestos containing materials and materials containing lead, and lead based paint. Additional concerns have been encountered regarding mold and nuisance dust, as well as the ongoing screening of subsurface soils. Activities commenced in 2016 and project completion is scheduled for 2019. Taking into consideration the historic nature of the building, the age, and intricate design, the project team anticipated that unique challenges would arise that required a flexible, creative, responsive team of professionals to accommodate budgetary and scheduling challenges. TEC is proud to be considered worthy of such recognition by inclusion in this sophisticated project team.
- Project Manager for a \$1.8 million asbestos, lead, hazardous material abatement project; conducted project oversight of facility abatement, overseeing multiple ongoing tasks during simultaneous abatement and demolition in various areas of the facility as part of Municipal Community Development Block Grant (CDBG) improvement program funded by Housing and Urban Development (HUD).
- Project Manager during a three-year asbestos, mold, lead and hazardous material abatement project as part of a five-phase renovation of a regional hospital complex. Provided contractor oversight and monitoring of concurrent abatement activities in separate areas of the hospital complex.
- Program Manager of a 36-month, Housing and Urban Development – Lead Hazard Control Grant Program with a budget of 6.5 million dollars. Provided oversight for 18 staff members and 10 subcontract providers to inspect/assess 550 housing units and abatement of 270 housing units.
- Program Manager of a 36-month, Housing and Urban Development – Lead Hazard Reduction Demonstration Grant Program with a budget of 4.5 million dollars. Provided oversight of a staff of eight and eight subcontract providers to inspect/assess 330 housing units and abatement of 227 housing units.
- Project Manager of three-year, \$3 million, regional mall, asbestos and lead abatement project.
- Project Manager of a \$1 million, multiple-floor, fireproofing removal project in an occupied building.
- Project Manager during asbestos, lead, hazardous material abatement; conducted project oversight of facility abatement, overseeing multiple ongoing tasks during simultaneous abatement and demolition in various areas of the facility as part of County improvement program.

**Representative Asbestos Project Experience**

- City of Dearborn, High Bay Demolition; Dearborn, Michigan- Project Manager responsible for a renovation project involving asbestos, lead, hazardous material abatement. Conducted project oversight during facility abatement activities, oversaw multiple ongoing tasks during simultaneous abatement and demolition in various areas of the facility as part of a facility wide upgrade.



**JOSEPH T. KONRAD**

**SAMPLING OF PROJECTS: Cont.**

- Project Manager for a Michigan Based, Tier-Two supplier to conduct Statewide Asbestos Surveys – responsible for scheduling and coordination of statewide asbestos surveys. Performed project tracking, reporting and budget maintenance, as well as preparing work order estimates and serving as the main contact point on daily operational issues.
- Project Manager for a Confidential Gas Refinery - responsible for characterization of multiple debris fields for purpose of overall facility clean-up program. Developed grid pattern documentation system to locate and quantify asbestos, lead and hazardous materials on a 22-acre site. Identified inventory was incorporated into a bidding document for abatement purposes.
- Project Manager for the renovation of a County-owned, regional long term health care facility. The renovation called for an eight phase renovation of a 125,000 Square Foot (SF) facility. Project involved asbestos, lead sheeting in walls, mold contamination and hazardous materials. Provided overall project oversight, scheduling, and project documentation and contractor coordination during the three-year project.
- Project Manager during the initial assessment of a Juvenile Detention Center to identify all environmental concerns associated with the facility in preparation for interior demolition/renovation. Provided comprehensive environmental oversight services. Initial activities involved the inspection of the entire facility to inventory all environmental issues including: asbestos, lead paint, mercury dust, polychlorinated biphenyl (PCB) containing oils, biological contaminants and microbial contaminants. Areas of concern were addressed by means of cleanup specifications.
- Provided comprehensive asbestos management services for owner of three regional shopping center/malls over a ten-year period; responsible for over 3.5 million square feet of floor space.
- Provided comprehensive asbestos management services for owner of a 170 facility bank network over a ten-year period.
- Provided comprehensive asbestos management services for 5 area school systems for 20 years; responsible for over 300 school buildings.
- Provided comprehensive asbestos management services for three regional hospital centers over a 15-year period; responsible for over 3.5 million square feet of floor space.
- Conducted nationwide asbestos surveys for the office of a major credit card company. Major Health Insurance Provider. Project Manager during the asbestos, fireproofing abatement of a high-rise office building in Downtown Detroit. Work was phased and conducted over a four- year schedule in order to maintain virtually full occupancy during the abatement project.
- Project Manager/Senior Inspector for a Property Development Company in Phoenix, Arizona. Conducted a comprehensive, space by space asbestos inspection of a 900,000 square foot mall, while concurrently preparing asbestos specifications and soliciting bids to abate the asbestos; work was completed within 10 calendar days.

**Representative Indoor Air Quality/Industrial Hygiene/Mold Project Experience**

- Regional Hospital; Mt. Clemens, Michigan - Managed the onsite activities for the supervision of mold abatement procedures and performed sampling for airborne and surface microbial contamination.
- Tier-Two Automotive Supplier; Detroit, Michigan – Conducted indoor air quality investigation which identified heavy metal contaminated dust throughout the superstructure and duct systems. Cause of contamination was determined to be a former tenant in the facility that had manufactured circuit boards and had extensive soldering operations. Prepared specifications to remediate the contamination. Conducted bidding process, secured contractor and provided oversight during an extensive abatement and cleanup action. Cost recovery efforts were successful; the previous tenant and landlord negotiated settlements equaling the cost of the remediation/cleanup actions.
- Major Insurance Company; Detroit Metro-Area, Various Sites in Michigan - Performed project management for indoor air quality surveys of several facilities including interviews with affected personnel, airborne and surface microbial sampling, and comfort parameter profiling.

**JOSEPH T. KONRAD**

**SAMPLING OF PROJECTS: Cont.**

- Major Bank; Detroit Metro-Area, Various Sites in Michigan - Performed project management for indoor air quality surveys of numerous facilities including interviews with affected personnel, airborne and surface microbial sampling, and comfort parameter profiling.
- Provided support to major area bank during Occupational, Health and Safety Administration facility investigation of indoor air quality complaint. Conducted investigation to identify the nature/source of poor indoor air quality at a bank facility;
- Office Building; Various Incidents, Detroit Michigan - Performed project management for various indoor air quality surveys to determine the potential for exposure of hazardous substances to employees during ongoing renovation activities.

**Representative Lead-Based Paint Project Experience**

- Environmental Health Division Wayne County, Michigan – Performed program management of staff of 18 and 6 lead abatement contractors; supervised the inspection/assessment of 800 housing units and the abatement of 250. Coordinated a subcontract Community Outreach group and conducted program fund raising efforts over a 3 year HUD Grant. Performed project tracking, reporting and budget maintenance on daily operational issues.
- Housing Commission; City of Detroit, Michigan – Project manager of Grant preparation team responsible for the successful submittal of a Housing and Urban Development (HUD) - Lead Hazard Control Grant for the City of Detroit. Performed project tracking, reporting and budget maintenance on daily operational issues.
- Community Development; City of New Orleans – Project manager of 50 unit inspection/assessment project for the New Orleans Housing Division.
- St. Clair County, Michigan - performed project management for lead-based paint inspection/assessments prior to Community Development Block Grant work activities.
- City of Flint-Michigan, City of New Orleans-Louisiana, Wayne County-Michigan – Project manager of Grant preparation team for Housing and Urban Development-Lead Hazard Control grant submittals.
- City of Port Huron, Michigan – performed project management for lead-based paint inspection/assessments prior to Community Development Block Grant work activities.

**Related Phase I & II ESA and Environmental Project Experience**

- Ram Development Company (Proposed Whole Foods); Detroit, Michigan - Project Manager for Brownfield's redevelopment at former bank facility. Responsibilities included providing oversight for the drilling of eleven soil borings and the collection of soil samples for laboratory analysis, and the final preparation of the due diligence report so the new property owner could be held harmless in the eyes of the State of Michigan for existing environmental conditions at the site.
- CarQuest Store #10430; Midland, Michigan - Project Manager provided oversight for the drilling of six soil borings and the collection of soil and groundwater samples for laboratory analysis. Mr. Konrad used this data and other data PSI had from this site to prepare a Baseline Environmental Assessment (BEA) for the property which was submitted to the State of Michigan on behalf of the client. The State of Michigan approved this report, therefore holding the new property owner harmless for existing environmental conditions at the site.
- U.S EPA Brownfield Clean-up Project Former Buckeye Site Adrian, Michigan. Lenawee County Michigan and the City of Adrian, Michigan were awarded an U.S. EPA Brownfield to perform remedial actions at the former Buckeye Products Site in Adrian, Michigan. They selected Technical Service Professionals (TSP) and PSI to provide the contractor services and contractor oversight including but not limited to the removal of hazardous soils at the former Buckeye Products Site. Mr. Konrad prepared the Community Outreach Plan, assisted in the preparation of the Analysis of Brownfields Cleanup Alternatives-Preliminary Evaluation Contaminated Soil Site (ABCA). In addition, PSI/Mr. Konrad provided the oversight of the sample collection to confirm the corrective

**JOSEPH T. KONRAD**

**SAMPLING OF PROJECTS: Cont.**

action had been completed and at what levels. A final report documenting the project activities was prepared for the client.

- Property Developer; ESA I, II & III, Grand Rapids, Michigan
- Property Developer; ESA I & II, East Lansing, Michigan
- Taco Bell; ESA I / Phase II, Due Care Plan, BEA, multiple sites Southeast Michigan
- Macomb County; Phase I & II, various sites throughout County
- NBD Bank; ESA I & II, multiple sites Southeast Michigan
- Family Dollar; ESA I & II, multiple sites Southeast Michigan
- First Financial; ESA I & II, multiple sites Southeast Michigan
- Ford Motor Company; ESA I & II, multiple sites Southeast Michigan
- Retail Management Company; Phase I & II 3 regional malls Southeast Michigan
- Developers, Banks, and Private Clients in Michigan - Project manager responsible for performing Phase I ESAs on various sizes of parcels from more than one acre to over 50 acres conforming to ASTM Standard E 1527.



**SCOTT M. CHANDLER, CIH, LEED AP**

**TITLE:**

Manager  
Industrial Hygiene Services

**EDUCATION:**

BS, Biology  
University of Detroit, 1976  
  
Mathematics Curriculum  
Oakland University & Macomb Community College, 1983-1985

**LICENSES/REGISTRATION:**

Certified Industrial Hygienist; Comprehensive Practice;  
American Board of Industrial Hygiene, #4849 CP, 1989-2017  
Licensed Asbestos Building Inspector/Management Planner, #A14134 since 1992  
LEED Accredited Professional;  
Green Building Certification Institute, 2009-2015  
Water Restoration Certification; IICRC, 2007 - 2015  
Advanced Structural Drying Certification; IICRC, 2007 - 2015

**PROFESSIONAL DEVELOPMENT:**

Lead Supervisor Initial Training, 2014  
Mercury Spill Response Workshop, 2014  
Infection Control for Healthcare Construction; Linders Health Institute, 2012  
Recognition, Evaluation and Control of Indoor Mold. AIHA, 2009  
Moisture Control, Mold and the Science within the Building; AIHA, 2007  
8-Hour Hazardous Waste Training Refresher, 1996 – 2013  
Confined Space Entry; MIHS, 2005  
Heat and Cold Stress; MIHS, 2005  
Mold, Allergens, Sampling and Report Interpretation; EM Labs, 2005-2013  
Current Development in Occupational Noise Exposure; MIHS, 2004  
Health Issues in Construction; MIHS, 2004  
Principles of Gas Detection; Argus Group, 2004  
Advancements in Air Sampling; Argus Group, 2003  
Lead Paint Analyzer Training; Niton, 2003  
IAQ Update; MIHS, 2003  
Isocyanates; MIHA, 2002  
Exposure Assessment Strategies and Statistics; AIHA, 2002  
Mold Spores and Remediation Workshop; ACGIH, 2002  
New Concepts in Air Sampling; SKC, Inc., 2001  
Bioaerosols; MIHS, 1999 and 2000  
Hearing Conservation; MIHS, 1999  
Fundamentals of IAQ and HVAC; AIHA, 1997  
40-Hour Hazardous Waste Training Certification (OSHA), 1995  
Industrial Noise; NIOSH, 1994  
Statistical Analysis for Industrial Hygiene Decision Making; NIOSH, 1993  
Removing Lead Paint from Industrial Structures; SSPC, 1992  
Lead Abatement Training for Supervisors and Contractors; University of Cincinnati, 1992  
Industrial Ventilation; MDPH, 1990

**SCOTT M. CHANDLER, CIH, LEED AP**

**PROFESSIONAL DEVELOPMENT** Cont.

Industrial Hygiene Review Course; University of Michigan, 1989  
Analysis of Organic Pollutants Workshop; University of Michigan, 1986  
Gas Chromatography/Mass Spectrometry Workshop; Extrel Corporation, 1985

**EXPERIENCE:**

Mr. Chandler has over 30 years of experience conducting evaluations of air quality complaints related to construction and renovation activities, as well as worker exposure to a wide variety of workplace contaminants; including toxic metals, organic solvents, organic and inorganic dusts and combustion byproducts. He has specialized experience in evaluating indoor air quality complaints in schools and office buildings. These include sampling and investigative procedures geared at identifying primary pollutant sources. Experienced in communicating risks associated with environmental contaminants to contractors, construction managers, building owners and employee representatives, school districts, communities and the media.

He has developed work specifications and conducted on-site monitoring and clearance sampling for the removal of building materials containing mold, asbestos, and lead based paint.

Provides professional consulting services to assist clients in compliance with numerous federal and state environmental regulations, including: hazard communication, respiratory protection, general industry and construction industry occupational health standards, air emissions, brownfield redevelopment, and asbestos and hazardous waste.

In addition, Mr. Chandler has 10 years' experience as director of an environmental laboratory. Responsibilities included financial oversight, personnel acquisition, method development and laboratory quality control with concurrent responsibility as Director of Asbestos Analytical Laboratory. Attained initial AIHA accreditation status and re-accreditation of that laboratory.

**SAMPLING OF PROJECTS:**

Water Infiltration & Mold Assessments

- Michigan education Association – East Lansing, MI
- General Motors Technical Center - Warren, MI
- Grand Ledge Public Schools
- Grosse Pointe Public Schools
- Berkley Public Schools
- Marysville Public Schools
- Blue Cross Blue Shield of Michigan – Various locations in SE MI
- Allstate Ins. Company; multiple residential locations throughout SE Michigan
- Meridian Ins. Company; multiple residential locations throughout SE Michigan
- Citizens Insurance Company; multiple residential locations throughout SE Michigan
- Chubb Group Insurance Company; multiple residential locations throughout SE Michigan
- AAA Insurance Company; multiple residential locations throughout SE Michigan
- Detroit Institute of Art; Mold assessment of basement
- EJH Construction; Mold related services at construction project in Ann Arbor, MI

Indoor Air Quality Investigations

- Fraser High School – Fraser, MI
- Elementary School (Downriver)
- Numerous confidential clients in southeast Michigan- Legionnaire's Disease assessments

**SCOTT M. CHANDLER, CIH, LEED AP**

**SAMPLING OF PROJECTS: Cont.**

Pre-Demolition/Renovation Surveys - Project Oversight

- Levin Federal Courthouse – Detroit, MI
- Coleman A. Young Building – Detroit, MI
- Detroit Public Schools; multiple projects in 2009 – Detroit, MI
- Detroit Public Schools (various locations prior to 2009) – Detroit, MI
- Former Packard Plant - Detroit, MI
- City of Pontiac, blanket contract
- City of Detroit; DPW, various residential properties - Detroit, MI
- City of Eastpointe, blanket contract
- City of Troy; multiple municipal facilities- Troy, MI
- Michigan Department of Transportation, statewide contract
- Former MGM Grand Casino (new Detroit Police Headquarters)- Detroit, MI
- Renaissance Center - Detroit, MI
- General Motors Technical Center - Warren, MI

Drinking Water Sampling & Analysis

- College for Creative Studies – Detroit, MI
- Blue Cross Blue Shield of Michigan – Detroit, MI
- Oakland County Parks & Recreation– Rochester, MI
- Kelly Services – Troy, MI
- Henry Ford Health Systems – Detroit, MI
- Grosse Pointe Public Schools

AHERA (Asbestos Management in Schools)

- Detroit Public Schools
- Aramark (for Education Achievement Authority); Detroit, MI
- Troy Public Schools
- Grosse Pointe Public Schools
- Marysville Public Schools
- Grand Ledge Public Schools
- Port Huron Area School District

Lead Risk Assessment Oversight

- Aramark (for Education Achievement Authority)-Detroit, MI
- Grosse Pointe Public Schools
- Grand Ledge Public Schools
- Charter School Partners
- Multiple Public Housing Projects sites for Detroit Housing Commission- Detroit, MI

Lead Paint Inspections Oversight

- Levin Federal Courthouse – Detroit, MI
- Desmond Village Senior Housing – Port Huron, MI
- Peru Village Senior Housing – Port Huron, MI
- Pebble Creek Condominiums, Bloomfield Hills, MI

**SCOTT M. CHANDLER, CIH, LEED AP**

**PRESENTATIONS:**

IAQ Training Presentations

- AJ Etkin Construction Company
- Hobbs & Black Architects
- Nelson-Trane Contractors
- Associated General Contractors
- Michigan School Business Officials

Educational Presentations

- The Farbman Group
- Kelley, Casey & Clarke, PC (Attorneys)
- IAQ in Schools; MSBO, 2001-2005
- Mold in Construction; Associated Builders & Constructors, 2003
- IAQ during Construction/Renovation – Various General Contractors, Industry Groups
- Panel Member for AGC Roundtable on Mold in Construction, 2003
- Mold in Construction: AGC, 2001

**TECHNICAL SOCIETY AFFILIATIONS:**

American Industrial Hygiene Association (AIHA), 1990 - Present

Michigan Industrial Hygiene Society (MIHS), 1990 – Present

Board of Directors, 2018

Associated General Contractors of America - Detroit Chapter

Member, Safety Committee, 1997 - 2003

American Society of Heating, Refrigeration & Air Conditioning Engineers, 1994- 2002, 2006-2009

Engineering Society of Detroit (ESD)

**KENNETH M. MAJETIC, EP**

**TITLE:**

Senior Environmental Scientist  
Environmental Assessment Department

**EDUCATION:**

Hazardous Waste Control, Graduate Certificate, 1990  
Wayne State University, Detroit, Michigan  
  
BS, Environmental Science; Minor in Chemistry, 1982  
Lake Superior State College, Sault Ste. Marie, Michigan

**PROFESSIONAL DEVELOPMENT:**

Asbestos Building Inspector Course/Refresher, 2017  
Lead Awareness Training Course (Two-hour)  
Lead Inspector Training Course (Three-day)  
Lead Risk Assessor Training Course (Two-day)  
40-Hour Hazardous Waste Training Certification (OSHA) and Site Supervisor Workshop  
8-Hour Hazwoper Training Refresher (2017)  
10-Hour OSHA Outreach Training for the Construction Industry  
Proficiency for Toxic Chemical Release Inventory-Reporting (SARA Title III) Course  
Niton XRF Analyzer Operational Training Course, 2017

**LICENSES/REGISTRATION:**

State of Michigan Accredited Asbestos Inspector  
State of Michigan Accredited Lead Inspector  
Certified Class A UST System Operator, Michigan  
Certified Class B UST System Operator, Michigan

**EXPERIENCE:**

Mr. Majetic has over 28 years' experience conducting Phase I and II ESAs and BEAs; including identification, evaluation, quantification and sampling of suspect asbestos containing materials, and interpretation of environmental regulations such as RCRA, CERCLA, SARA Title III, CWA and CAA. Design and implementation of spill prevention and control plans for oil and hazardous materials. Project management experience includes defining project objectives, bid solicitation, project cost control, project documentation and project liaison and public relations. Field activities include coordination of environmental investigations and supervising and performing environmental laboratory analyses. Mr. Majetic is qualified as an Environmental Professional (EP) per 40 CFR 312.

Hazardous Materials Surveys

Performed hazardous materials surveys for private sector and local municipal clients of buildings in southeast Michigan targeted for renovation or demolition, addressing an assortment of hazardous materials and equipment potentially containing hazardous materials including but not limited to emergency lighting fixtures, exit signs, fluorescent light bulbs and

**KENNETH M. MAJETIC, EP**

**SAMPLING OF PROJECTS:**

ballasts, high-intensity discharge lights, batteries, maintenance and cleaning chemicals, compressed gas containers, refrigerant-containing equipment, electrical panels, electrical switches, circuit breaker panels, and electronic equipment.

- Bishop Gallagher High School – Detroit, Michigan
- Detroit West Preparatory Academy – Redford, Michigan
- Former MGM Grand Casino (Detroit Public Safety Headquarters Building) – Detroit, Michigan
- Multiple residential and commercial structures – Detroit, Michigan
- Former Packard Automobile Manufacturing Plant – Detroit, Michigan
- City of Troy Library and Fire Department – Troy, Michigan
- St. Joseph Mercy Oakland Hospital – Pontiac, Michigan

Environmental Site Assessments (ESAs)

- Phase I ESAs of multiple Greektown Casino sites – Detroit, Michigan
- Phase I ESAs of multiple vacant sites – Throughout southern Michigan
- Phase I ESA of three square miles of vacant site – Sault Ste. Marie, Ontario
- Phase I ESAs of multiple residential and commercial properties - Throughout southeast Michigan
- Phase I ESAs of several multi-tenant mall or strip plaza sites – Southeast Michigan and Minneapolis, MN.
- Phase I ESAs of grocery store chain – North Dakota, Montana and Wyoming
- Phase I ESAs of hospital sites – River Rouge and Highland Park, MI
- Phase I ESAs of automatic car wash sites – Redford, Allen Park, Walled Lake, MI
- Phase I ESAs of former and current service station sites – Throughout southeast Michigan
- Phase I ESAs of multiple auto salvage junkyard sites – Detroit and Melvindale, MI
- Phase I ESAs of multiple active industrial facilities – Throughout southeast Michigan
- Phase I ESAs of multiple vacant industrial facilities formerly involved in steel pickling, slitting and forming, plating, injection molding, printing – Throughout southeast Michigan
- Phase I ESAs of electric power generation plant and associated substations and maintenance facilities – various portions of central Kansas
- Phase I ESAs of large scale printing facilities – Michigan, Minnesota, Missouri

Asbestos Surveys

- Limited bulk sampling and reporting for the purpose of transactions, renovations or demolitions of hundreds of residential, commercial and industrial properties throughout southeast Michigan
- Fast track pre-renovation asbestos surveys of multiple facilities in the Detroit School District
- Fast track pre-renovation asbestos surveys of several residential structures in Detroit, Michigan
- Onsite analysis of airborne particulates at multi-story office facility as part of oversight during renovation and abatement activities in Tulsa, OK

**KENNETH M. MAJETIC, EP**

**SAMPLING OF PROJECTS:**

Subsurface Investigations

- Phase II assessment of a Marysville School District owned property associated with a leaking above ground storage tank. Scope included client and contractor coordination, oversight and direction of soil removal, collection of confirmatory soil samples for laboratory analysis, review and interpretation of analytical data, and closure report.
- Phase II ESAs of multiple parcels for the Michigan Department of Transportation associated with the Gordie Howe International Bridge project in Detroit, Michigan. Scope included client and contractor coordination, oversight, collection of soil and groundwater samples for laboratory analysis, review and interpretation of analytical data, and reporting.
- Phase II ESAs at various commercial and industrial sites in Southeast Michigan
- Geophysical survey to determine the location of buried metal objects such as utilities and underground storage tanks at various sites in Southeast Michigan.
- Evaluation of numerous Phase II and UST Closure reports for sites in Southeast Michigan.

Underground Storage Tank Experience

- Phase II soil and groundwater ESAs associated with UST removals and closures at various municipal, commercial, and industrial sites in Michigan including the following:
- Pinckney Bus Garage – Pinckney
- VA Hospital – Ann Arbor
- Ann Arbor Municipal Building – Ann Arbor
- Roseville Public Schools – Roseville
- Marysville Public Schools – Marysville
- Huron Clinton Metropolitan Authority – Southeast Michigan
- West Bloomfield School District – West Bloomfield
- Farmington Hills Police Department – Farmington Hills
- Sterling Heights Department of Public Works – Sterling Heights

Environmental Compliance

- Class B UST Operator quarterly inspections for school districts located in Grand Ledge, Houghton Lake, and Walled Lake
- Evaluation of Federal, State and Local compliance requirements associated with RCRA, CERCLA, SARA Title III, CWA, and CAA, and completion of compliance guidance manuals for use by frozen food production facilities in California, Georgia, Kentucky and New Jersey
- Completion of Storm Water Pollution Prevention Plans (SWPPPs) for frozen food production facilities in California, Georgia, Kentucky and New Jersey
- Completion of various types of spill prevention plans for several industrial facilities located in southeast Michigan
- Evaluation of general compliance requirements associated with industrial machining facilities located in southeast Michigan
- Evaluation of general compliance requirements associated with large scale printing facilities – Michigan, Minnesota, Missouri

**KENNETH M. MAJETIC, EP**

**SAMPLING OF PROJECTS:**

Environmental Compliance Cont.

- Evaluation of requirements under the Superfund and Reauthorization Act (SARA Title III) and completion of necessary forms (Tier I, Tier II and Form R) for graphite production facility in Detroit, glass coating facility in Walled Lake, and rust proof coating manufacturer in Redford, MI
- Monitoring and tracking of air use permit requirements and completion of necessary annual reporting forms (MAERS) for glass coating facility in Walled Lake, MI
- Evaluation of requirements with existing air quality use permits for lumber milling, and industrial laundry facilities



**MADISON P. KONRAD**

**TITLE:**

Senior Industrial Hygienist / Project Manager

**EDUCATION:**

Michigan State University, B.S., Exercise Science, 2012  
California University of Pennsylvania, M.S., Exercise Science-Health and Wellness 2014

**PROFESSIONAL DEVELOPMENT:**

Asbestos Awareness Training  
Mold Awareness Training  
Phase I ESA Training  
Hazard Communication Awareness Training  
NIOSH 582 Certificate-Sampling and Evaluating Airborne Asbestos Dust  
Asbestos Management/Planner Refresher (2021)

**LICENSES/REGISTRATIONS:**

OSHA 29 CFR 1910.120 HAZWOPER 40-Hour and 8-Hour Refresher  
Asbestos Inspector - Michigan (License No. A47785)  
Asbestos Hazard Evaluation Specialist – Ohio (License No. ES36096)  
Asbestos Management/Planner – Michigan (Cert No. 6297-100118)  
Lead Inspector/Risk Assessor (License No. P-07113)

**EXPERIENCE:**

Ms. Konrad has 8 years' experience in the environmental industry in a variety of areas. Ms. Konrad has acquired expertise in assisting and conducting site reconnaissance, ACM and hazardous material assessments, indoor air quality assessments and surveys, Phase I & II environmental assessments, sub-surface investigations (soil and groundwater testing), and storm water out-fall inspections, as well as report generation and review.

**SAMPLING OF PROJECTS:**

**Asbestos Inspection and Abatement Oversight**

Grosse Pointe Public Schools – Provided asbestos oversight and air monitoring during a summer long asbestos abatement project within 5 schools. The work was conducted by three different Contractors, creating some coordination and administrative challenges. The work was completed on time and within budget.

City of Detroit – Provided asbestos oversight and air monitoring services during a \$3.6 million-dollar asbestos abatement project of the former Joe Louis Arena. The project was conducted over an 18-month period and involved up to 50 individual workers onsite conducting the abatement work. The interior abatement work consisted of one containment for the entire arena with over 150 negative air machines to provide the appropriate negative air balance.

City of Dearborn -- Conducted asbestos and lead based paint inspections in preparation abatement of the facility. Assessment included asbestos inspection, lead based paint inspection, quantification, condition assessment, and identification of sample locations on CAD drawings.

**MADISON P. KONRAD**

**SAMPLING OF PROJECTS: Cont.**

**Asbestos Inspection and Abatement Oversight Cont.**

Indefinite Quantity Contract (IDQ) Wal-Mart -- Conducted asbestos assessments for Wal-Mart facilities throughout the State of Michigan; Activities include asbestos inspection, quantification, condition assessment, and identification of sample locations on CAD drawings.

IDQ with Vertex -- Conducted asbestos assessments at facilities throughout the State of Michigan; Activities include asbestos inspection, quantification, condition assessment, and identification of sample locations on CAD drawings

City of Detroit -- Conducted asbestos assessments and report generation on more than 1,000 blighted residential/commercial properties slated for demolition within several cities located in the State of Michigan.

Conducted asbestos assessments and report generation of numerous multiple-story apartment buildings, including, The Leland Hotel and the Kamper-Stevens Building.

**Indoor Air Quality / Mold Inspection**

Assisted in mold assessments and verification sampling on municipal facilities in the State of Michigan; Assessment scopes included mold identification and moisture infiltration, abatement scope design, and post abatement visual inspection and clearance sampling.

Conducted visual and indoor air quality clearance samples, for multiple residential homes following asbestos containing material removal, prior to demolition, throughout the State of Michigan.

City of Dearborn -- Monitored indoor air quality during removal of asbestos, lead based paint, and clean-up of lead containing dust.

**Lead Based Paint Inspections and Risk Assessments**

In compliance with Housing and Urban Development (HUD) requirements conducted inspections of lead hazards throughout Flint's public housing complexes and various properties in the City of Detroit, dust wipe sample collection for laboratory analysis, XRF sampling, and writing reports with findings and compliance requirements.

Flint Housing Commission -- Inspection of lead hazards throughout Flint's public housing complexes, dust wipe sample collection for laboratory analysis, XRF sampling, and writing the report to the Flint Housing Commission with findings and HUD compliance requirements.

**Environmental Site Assessments**

Completed numerous site assessments for a variety of projects (vacant land, agricultural, residential, commercial, and industrial), to determine the environmental condition of sites for real estate transactions. Projects involved both surface and subsurface evaluations of sites for a variety of hazardous substances.

**ANDREW J. TEMEROWSKI, EP**

**TITLE:**

Senior Environmental Scientist  
Environmental Assessment Department

**EDUCATION:**

BSc in Environmental Studies, Biology  
Western Michigan University, Kalamazoo, Michigan

**PROFESSIONAL DEVELOPMENT:**

40-Hour Hazardous Waste Training Certification (OSHA), 2006  
8-Hour Hazwoper Training Refresher (*Annually*)  
Asbestos Building Inspector Course/Refresher, 2009, 2010-2022  
Lead Inspector/Risk Assessor Course/Refresher, 2014, 2017&2020

**LICENSES/REGISTRATIONS:**

State of Michigan Accredited Asbestos Inspector #A38677  
State of Michigan Accredited Lead Inspector Risk Assessor #P-06300

**EXPERIENCE:**

Mr. Temerowski has over 15 years' experience conducting Phase I and Phase II Environmental Site Assessments as well as Baseline Environmental Assessments; including identification, evaluation, quantification, and sampling of suspect asbestos containing materials, as well as National Environmental Policy Act (NEPA) checklists. Field activities include coordination of environmental investigations and supervising and performing environmental laboratory analyses. Mr. Temerowski is qualified as an Environmental Professional (EP) per 40 CFR 312.

**SAMPLING OF PROJECTS:**

Environmental Site Assessments

Phase I Environmental Site Assessments associated with various industrial, commercial, and residential sites including the following:

- Commercial and light industrial properties throughout Michigan.
- Various Industrial / manufacturing / automotive facilities throughout Michigan.
- Retail businesses and restaurants throughout Michigan.
- Numerous parcels of undeveloped property of various sizes in Michigan.
- Agricultural properties and farmsteads in rural areas of Michigan.
- Apartment complex and hotel throughout Michigan and Ohio.

Subsurface Investigations

Phase II Subsurface Investigations associated with various industrial, commercial, and residential sites in Michigan including the following:

- Numerous soil and groundwater investigations completed at undeveloped properties, farmsteads, automotive related properties, commercial and light industrial businesses, and residential properties.
- Soil, soil gas and groundwater sampling events at various commercial properties and adjacent to landfills in Michigan.

**ANDREW J. TEMEROWSKI, EP**

**SAMPLING OF PROJECTS: Cont.**

Underground Storage Tank Experience

Phase II soil and groundwater assessments associated with UST removals and closures at various residential, commercial, and municipal sites in Michigan including the following:

- City of Detroit orphan tanks - Detroit, Michigan
- City of Ann Arbor orphan tank – Ann Arbor, Michigan
- Farmstead, Van Buren Township, Michigan
- Township of Waterford Public Schools

Asbestos Surveys

- Limited bulk sampling and reporting for the purpose of transactions, renovations, or demolitions of numerous commercial and residential properties throughout southeast Michigan.

Hazardous Materials Surveys

Performed hazardous materials surveys for private sector and local municipal clients of buildings in southeast Michigan targeted for renovation or demolition, addressing an assortment of hazardous materials and equipment potentially containing hazardous materials including but not limited to emergency lighting fixtures, exit signs, fluorescent light bulbs and ballasts, high-intensity discharge lights, batteries, maintenance and cleaning chemicals, compressed gas containers, refrigerant-containing equipment, electrical panels, electrical switches, circuit breaker panels, and electronic equip equipment.

**JOSEPH W. HUNTER, EP**

**TITLE:**

Senior Environmental Scientist  
Environmental Assessment Department

**EDUCATION:**

Environmental Health and Safety, Associates, 2011  
Stark State Collage, North Canton, Ohio

**PROFESSIONAL DEVELOPMENT:**

40-Hour Hazardous Waste Training Certification (OSHA), 2010  
8-Hour Hazwoper Training Refresher (*Annually*)  
Asbestos Building Inspector Course/Refresher, 2017-18

**LICENSES/REGISTRATIONS:**

State of Michigan Accredited Asbestos Inspector #A43995  
NIOSH 582 Equivalent: Method 7400

**EXPERIENCE:**

Mr. Hunter has over 10 years' experience conducting Phase I and Phase II Environmental Site Assessments as well as Baseline Environmental Assessments; including identification, evaluation, quantification, and sampling of suspect asbestos containing materials. Project management experience includes defining project objectives, bid solicitation, project cost control, project documentation and project liaison and public relations. Field activities include coordination of environmental investigations and supervising and performing environmental laboratory analyses. Mr. Hunter is qualified as an Environmental Professional (EP) per 40 CFR 312.

**SAMPLING OF PROJECTS:**

Environmental Site Assessments

Phase I Environmental Site Assessments associated with various industrial, commercial, and residential sites including the following:

- Multiple Nextera Wind and Solar Farm sites located in Kansas, Alabama, and Georgia
- Sawbrook Steel Casting Facility in Cincinnati, Ohio
- Axle Assembly Plant in Dearborn, Michigan
- Numerous industrial properties throughout SE Michigan

Subsurface Investigations

Phase II Subsurface Investigations associated with various industrial, commercial, and residential sites in Michigan including the following:

- Multiple Sun Community Recreational Vehicle Trailer Parks, various locations throughout the United States

**JOSEPH W. HUNTER, EP**

**SAMPLING OF PROJECTS: Cont.**

Subsurface Investigations Cont.

- Sawbrook Steel Casting Facility, Cincinnati, Ohio
- Dry Cleaning Solvent Groundwater Plume Investigation, Louisville, Kentucky
- Axle Assembly Plant, Dearborn, Michigan
- Numerous industrial properties throughout SE Michigan

Asbestos Surveys

- Limited bulk sampling and reporting for the purpose of transactions, renovations, or demolitions of numerous industrial, commercial, and residential properties throughout southeast Michigan.
- Fast track pre-renovation and pre-demolition asbestos surveys of numerous industrial, commercial, and residential properties throughout southeast Michigan.
- Large scale industrial demolition inspection for asbestos and hazardous materials at the former Axle Assembly Plant in Dearborn, Michigan.
- City of Flint Public Schools, multiple locations, Flint, Michigan

Hazardous Materials Surveys

Performed hazardous materials surveys for private sector and local municipal clients of buildings in southeast Michigan targeted for renovation or demolition, addressing an assortment of hazardous materials and equipment potentially containing hazardous materials including but not limited to emergency lighting fixtures, exit signs, fluorescent light bulbs and ballasts, high-intensity discharge lights, batteries, maintenance and cleaning chemicals, compressed gas containers, refrigerant-containing equipment, electrical panels, electrical switches, circuit breaker panels, and electronic equipment.

Underground Storage Tank Experience

Phase II soil and groundwater assessments associated with UST removals and closures at various municipal, commercial, and industrial sites in Michigan including the following:

- *Multiple City of Detroit Recreation Areas - various locations throughout Detroit, Michigan*
- City of Flint Public Schools, Flint, Michigan
- Multiple Sun Community Recreational Vehicle Residential Trailer Parks, various locations throughout the United States
- Multiple automotive production facilities throughout southeast Michigan, including the Sterling Heights Stamping Plant, Sterling Heights, Michigan
- Sawbrook Steel Casting Facility, Cincinnati, Ohio
- Axle Assembly Plant, Dearborn, Michigan

**ERIC R. KLIEMANN**

**TITLE:** Senior Industrial Hygienist/Environmental Scientist

**LICENSES/REGISTRATIONS:**

OSHA 29 CFR 1910.120 HAZWOPER 40-Hour and 8-Hour Refresher  
NIOSH 582

**PROFESSIONAL DEVELOPMENT:**

Asbestos Awareness Training  
Asbestos Inspector Training 2021  
Asbestos Management Planner Training - 2019  
NIOSH 582 Certificate-Sampling and Evaluating Airborne Asbestos Dust 2015  
HAZWOPER 40 Hour 2014

**EXPERIENCE:**

Mr. Kliemann has six years of experience and has been responsible for numerous tasks including site reconnaissance and proposal generation assistance; hazardous material assessments and surveys; indoor air quality assessments and surveys; assisting with phase I and phase II environmental assessments; soil and groundwater sampling; above ground storage tank and underground storage tank inspection; report writing and review, equipment maintenance.

**SAMPLING OF PROJECTS:**

**Asbestos Inspection and Abatement Oversight**

- Livonia Public Schools – Provided asbestos oversight and air monitoring during a summer long asbestos abatement project within two High Schools and one Elementary School. Also provided AHERA surveillances for 6 month and 3-year re-inspections.
- U.S. Army Tank Automotive Command (TACOM) – Provided asbestos oversight and air monitoring services during multiple asbestos abatement projects at TACOM. The projects were conducted over an 24-month period, the work consisted of multiple different areas within TACOM and oversight of multiple containments running simultaneously.
- Northville Public Schools -- Conducted oversight and air monitoring at a two-month long removal of ceiling tile, plaster ceiling, flooring, pipe insulation and pipe joint insulation and provided oversight to 20+ workers daily.
- City of Detroit/Land Bank - Inspected and assisted with ACM / HAZMAT surveys of over 500 blighted residential/commercial properties slated for demolition within several cities located in the State of Michigan. Initial activities involved the inspection of the properties to identify all environmental issues including asbestos, lead containing materials, polychlorinated biphenyl (PCB) containing oils, and Chlorofluorocarbon (CFC) containing equipment. Areas of concern were addressed by means of cleanup specifications.
- St. Joseph Mercy - Conducted an Asbestos inspection of a large hospital to identify all ACM within the buildings slated for renovation or demolition. Provided counsel to hospital staff of abatement procedures for ACM materials. Provided air monitoring and project oversight during removal of ACM.

**ERIC R. KLIEMANN**

**SAMPLING OF PROJECTS: Cont.**

**Representative Indoor Air Quality/Mold Projects**

- Provided mold oversight monitoring for a Former Police Call Center for the City of Detroit.
- Conducted 75+ Air Quality surveys at various sites, ranging from residential homes to large commercial properties.
- Performed Air Monitoring/Fiber Counting for a Coal Power Plant Boiler rebuild.

**Environmental Site Assessments**

Completed numerous site assessments for a variety of projects (vacant land, agricultural, residential, commercial, and industrial), to determine the environmental condition of sites for real estate transactions. Projects involved both surface and subsurface evaluations of sites for a variety of hazardous substances.



**JACOB PALLACH**

**TITLE:**

Industrial Hygienist  
Industrial Hygiene Services

**EDUCATION:**

B.S. in Environmental Science from Oakland University; Rochester, MI - 2018

**PROFESSIONAL DEVELOPMENT:**

NIOSH 582 Asbestos Fiber Counting Course  
Asbestos Inspector Initial Training  
HAZWOPER 40 HR training  
GHS and OSHA Hazardous Communication

**EXPERIENCE:**

Mr. Pallach has over three years' experience assisting with asbestos building inspections of school, commercial, industrial, institutional and residential properties. Developed experience in identifying suspect asbestos containing building materials, sampling guidelines, sampling methodology and recordkeeping. Also gained experience in preparation of Chain of Custody documents, data interpretation and report preparation.

Obtained additional experience conducting air monitoring and contractor oversight on asbestos abatement site. Responsible for ensuring contractor was utilizing required work practices and personal protective equipment. Performed post-abatement clearance inspections and analysis of personal, area and clearance air samples.

**PROJECT EXPERIENCE:**

Asbestos Building Surveys/Inspections:

Jacob was an inspection team member for a large number of residential, commercial and office buildings throughout Michigan. Projects include:

- Michigan Department of Transportation - Statewide pre-demolition asbestos surveys
- Grosse Pointe Public Schools- 6-month surveillances and spot sampling
- Downtown Hospitality Detroit - Pre-renovation asbestos surveys of Park Avenue Hotel
- Armada Area Schools - AHERA asbestos reinspections
- Marysville Public Schools- AHERA asbestos reinspection
- Nowak & Fraus Engineers- Pre-demolition asbestos survey

Air Monitoring / Abatement Inspection:

- Grosse Pointe Public Schools - Air monitoring and contractor oversight during asbestos abatement activities in multiple school buildings.
- Theodore Levin U.S. Courthouse - Detroit, MI. Air monitoring and contractor oversight during asbestos abatement activities.
- Blue Cross Blue Shield of Michigan - Detroit, MI. Air monitoring and contractor oversight during asbestos abatement activities.

## SARAH MARSHALL

### TITLE:

Environmental Scientist I  
Industrial Hygiene Services

### EDUCATION:

BS in Environmental Science (Degree anticipated in 2023)  
Southern New Hampshire University

### PROFESSIONAL DEVELOPMENT:

NIOSH 582 Sampling and Evaluating Airborne Asbestos Dust 2022  
Asbestos Inspector Initial 2022  
HAZWOPER 40 HR 2022

### EXPERIENCE:

Ms. Marshall has six months fulltime experience assisting with asbestos building inspections of school, commercial, industrial, institutional, and residential properties. Developed experience in identifying suspect asbestos containing building materials, sampling guidelines, sampling methodology and recordkeeping. Also gained experience in preparation of Chain of Custody documents, data interpretation and report preparation.

Obtained additional experience conducting air monitoring and contractor oversight on asbestos abatement projects. Responsible for ensuring contractor was utilizing required work practices and personal protective equipment. Performed post-abatement clearance inspections and analysis of personal, area and clearance air samples.

### PROJECT EXPERIENCE:

#### Asbestos Building Surveys/Inspections:

Sarah assisted the inspection team on residential, commercial and office buildings throughout Michigan. The Asbestos Building Survey Projects included the following:

- ALRIG USA – Pre-demolition asbestos surveys of office buildings
- Michigan Department of Transportation - Statewide pre-demolition asbestos surveys
- CLM Architects – Pre-demolition asbestos surveys of residential buildings in Highland Park, MI
- PMV Development – Pre-demolition asbestos surveys of residential buildings in Detroit, MI
- University of Detroit Mercy – Pre-demolition asbestos survey of Fisher Building
- City of Troy – Pre-demolition asbestos survey
- Southgate Tower, LLC. – Pre-demolition asbestos survey of Southgate Tower

#### Air Monitoring / Abatement Inspection Assistance:

- Blue Cross Blue Shield of Michigan – Detroit, MI. Air monitoring and contractor oversight during asbestos abatement activities.
- Grosse Pointe Public Schools – Air monitoring and contractor oversight during asbestos abatement activities in the Industrial Arts building.
- Wayne State University – Detroit, MI. Air monitoring and contractor oversight during asbestos abatement activities in the Physics Building.

**JUSTIN A. RAMOS**

**TITLE:**

Senior Instrumentation Technician  
Engineering Services

**EDUCATION:**

Associates Degree in Business Management  
Northwood University - Midland, MI 2006

**PROFESSIONAL DEVELOPMENT:**

Level 1 Certified Thermographer  
OSHA 10 Hour Safety Course  
MIM - Certified Masonry Inspector

**EXPERIENCE:**

Eight (8) years experience providing field instrumentation, inspection and monitoring of commercial, residential, industrial and public road/bridge construction projects. Performed instrumentation installation and monitoring including tiltmeters, seismographs, strain gauges, floor flatness, ground penetrating radar (GPR) and other non-destructive testing equipment. Performed pre and post construction inspection and video documentation of construction locations. Observed contractor's installation methods and materials, obtained requests from contractor for deviations to contract documents, and provided data necessary to assure that the construction operations were completed per the contract documents. Provided daily field reports, attended weekly job meetings and final inspection and summary reports at completion of projects.

**SAMPLING OF INSTRUMENTATION PROJECTS:**

- Ground Penetrating Radar (GPR), Marble Hill Nuclear Power Plant, Marble Hill, Indiana, (Client: MCM Management)
- Ground Penetrating Radar (GPR), Gerdau Steel Manufacturing Plant, Monroe, Michigan, (Client: Mid-American Group)
- Ground Penetrating Radar (GPR), Ford Dearborn Stamping and Engine Plant, Dearborn, Michigan, (Client: Walbridge)
- Ground Penetrating Radar (GPR), DTE Trenton Channel Power Plant, Trenton, Michigan, (Client: RMF Nooter)
- Vibration Monitoring and Video Documentation, MDOT, Telegraph and Southfield Freeway, (Client: Midwest Bridge)
- Vibration Monitoring, Geophysical Exploration, Marcellus Shale Region of Pennsylvania, (Client: Dawson Geophysical)
- Vibration Monitoring and Video Documentation, MDOT, US-12 from Outer Drive to Brady Street, Dearborn, MI (Client: Ajax Industries, Inc.)
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**JUSTIN RAMOS:** Cont.

**SAMPLING OF PROJECTS:** Cont.

- Crackmeter Installation/Monitoring of Mechanical Tunnels, University of Michigan, Mott Women's & Children's Hospital - Ann Arbor, MI (Client: U of M)
- Tiltmeter Installation/Monitoring, MDOT Grand River Bridge over Kent Lake, Oakland County, MI (Client: Toebe Construction)
- Vibration Monitoring and Video Documentation, MDOT Old US-127, Eaton County, MI (Client: Rieth-Riley Construction)
- Vibration Monitoring and Video Documentation, MDOT M-36 Legion Drive to Dexter Trail, Mason, MI (Client: Aggregate Industries)
- Inclinometer Installation/Monitoring, University of Michigan, Mott Women's & Children's Hospital, Ann Arbor, MI (Client: U of M)
- Crackmeter Installation/Monitoring of Existing Stadium, University of Michigan Stadium Expansion, Ann Arbor, MI (Client: U of M)
- Vibration Monitoring, MDOT US-127 Soundwall Construction, East Lansing, MI (Client: Future Fence)
- Floor Flatness Testing, over 30 commercial and industrial projects in southeast Michigan

**JORDAN E. RAMOS**

**TITLE:**

Building Envelope Inspector  
Engineering Services

**EDUCATION:**

B.S. in Business Management  
Lee University, 2014

**PROFESSIONAL DEVELOPMENT:**

Certified Cetco Waterproofing Inspector  
OSHA 10 Hour Safety Course  
Certified Masonry Inspector (MIM)

**EXPERIENCE:**

Six (6) years' experience in building envelope/roofing testing, inspection and consulting, project engineering and management for commercial, industrial, residential and governmental projects. Experience in construction quality control, air and vapor barrier systems, EIFS, waterproofing, masonry, wood framing, structural steel, painting and coating applications, restoration engineering, building skin and roofing systems, ground penetrating radar and building instrumentation.

**SAMPLING OF PROJECTS:**

Ground Penetrating Radar

- GM Warren Tech Center – Warren, MI
- WSU Biomedical Engineering Center – Detroit, MI
- Chrysler Assembly Plant – Windsor, ON
- MacNamera Federal Building – Detroit, MI
- Shinola Headquarters – Detroit, MI
- Wolverine Packing Co. – Detroit, MI
- Ford Dearborn Stamping Plant – Dearborn, MI
- Gordie Howe International Bridge – Detroit, MI
- University of Michigan North Campus Research Complex – Ann Arbor, MI

Roofing/Waterproofing Inspection/Evaluation/Consulting Projects

- Detroit Public Safety Building (Old MGM) - Detroit, MI
- Laurel Park Office Buildings (Friedman) - Livonia, MI
- Hampton Inn Hotel - Auburn Hills, MI
- Cadillac of Novi – Novi, MI
- Oakland University Engineering Center – Rochester, MI
- Bosch Technical Center – Plymouth, MI
- Beaumont Hospital – Gross Pointe
- Consumers Energy Service Center – Royal Oak

**JORDAN E. RAMOS**

**SAMPLING OF PROJECTS: (Cont.)**

Masonry Inspection/Evaluation/Consulting Projects

- Hampton Inn Hotel – Auburn Hills, MI
- Tognum America Headquarters – Novi, MI
- Takata American Headquarters - Auburn Hills, MI
- Thompson Street Parking Structure – Ann Arbor, MI
- Fox Run - Novi, MI
- Anchor Bay Public Schools, Various Schools - Anchor Bay, MI
- General Motors Warren Tech Center VPC - Warren, MI
- L'Anse Creuse Public Schools -Harrison, MI
- Motor City Casino - Detroit, MI
- St. Josephs Mercy Oakland Hospital - Pontiac, MI
- Commerce Township Library – Commerce Township, MI
- GM Flint Engine Operations – Flint, MI
- Meijer Store – Flat Rock, MI
- Brightmoor Christian Church – Novi, MI
- Dicks Sporting Goods – Sterling Heights, MI

**GARY E. PUTT, PE**

**TITLE:** Senior Project Engineer  
Geotechnical Services

**EDUCATION:**

BS, Construction Engineering  
Lawrence Technological University, 1972

**PROFESSIONAL DEVELOPMENT:**

Fundamentals of Shallow Foundation Design, University of Missouri Rolla, 1981  
Welding Inspection Technology, American Welding Society, 1986  
Concrete Technology, Michigan State University, 1992  
Storm Water Management, DEQ, 1996

**LICENSES/REGISTRATION:**

Licensed Professional Engineer, State of Michigan, 1992  
Licensed Professional Engineer, State of Missouri, 1989  
Storm Water Management Operator, State of Michigan, 2002

**EXPERIENCE:**

Over 48 years' experience in geotechnical analysis, construction materials testing and inspection, construction management, structural design, and coordination of contractor activities. Performs all types of routine and advanced soil tests in lab and field. Performs all types of routine concrete and asphalt tests and inspections. Evaluates bearing capacity and settlement potential from geotechnical data. Determines scope of work and arranges geotechnical investigations. Supervises drilling crews on geotechnical and environmental projects. Managed field and laboratory technicians in construction services department and evaluated and resolved construction issues. Experienced with magnetometers and ground penetrating radar to determine the location of buried objects (utilities, drums and underground storage tanks), and to differentiate between fill material and natural soils.

**SAMPLING OF PROJECTS:**

Educational Facilities

- West Bloomfield Schools:
  - Doherty Elementary Addition
  - Ealy Elementary School Addition
  - Green Elementary School Addition
- Detroit Country Day School Addition - Beverly Hills, MI
- Birmingham Public Schools:
  - Groves High School Addition
  - Seaholm High School Addition
- Notre Dame Preparatory School - Pontiac
- Huron Valley Schools:
  - Apollo Elementary School Addition
  - Spring Mills Elementary School Addition
  - Lakewood Elementary School Addition
  - Lakeland High School Addition
  - Milford High School Addition
- The International School - West Bloomfield Twp., MI

**GARY E. PUTT, PE**

**SAMPLING OF PROJECTS: Cont.**

WWTP, Sewers, Drains, Water Mains & Pump Stations

DWSD WWTP – Detroit, MI  
Pontiac WWTP Improvements – Pontiac, MI  
Ann Arbor WWTP; Recycle Compliance Project – Tecumseh, MI  
Thornton Farms WWTP – Lima Twp, MI  
Oakland County Drain Commission; Meter and Pressure Reducing Vault Rehabilitation Project – Oakland County, MI  
White Lake Twp; Meijer Off-site Sanitary Sewer – White Lake Twp, MI  
Meijer Off-Site Pump Station and Sanitary Sewer Extension; White Lake Twp., MI  
Jefferson Ave Water Main and Sanitary Sewer Extension and Pump Station; Trenton, MI  
Minnesota Street Storm Sewer; Troy, MI  
Proposed Retention Basin Controls – Section 4; Troy, MI  
Sanitary Force Main Upgrade to Lakewood Lift Station; Jackson Road – Ann Arbor, MI

Buildings & Structures

- Lindout Associates; Proposed Warehouse – Brighton, MI
- Danielle Enterprises; Proposed Industrial Warehouse – Detroit, MI
- Crown Enterprises Warehouse – Detroit, MI
- Novi Expo Center – Novi, MI
- Proposed Light Industrial Building- Port Huron, MI
- Proposed Warehouse; A.S. Plus - Clinton Twp., MI
- Serra Cheese; Light Industrial Plant – Clinton Twp., MI
- Powder Cote II; Industrial Building Addition – Mt. Clemens, MI
- General Motors Milford Proving Grounds - Milford, MI
- General Motors Truck Validation Center - Pontiac, MI
- Ford Motor Company Assembly Plant - Wixom, MI
- Meijers Distribution Center - Newport, MI
- ACI World Headquarters - Farmington Hills, MI
- Valley Baptist Medical Center - Harrlingen, TX
- Proposed Salt Dome – Sterling Hgts, MI
- Salt Barn; Sterling Hgts DPW – Sterling Hgts, MI
- Salt Storage Building; RCMC Clinton Service Center – Clinton Twp, MI

Roads & Bridges

- M-53 & 26 Mile Road Intersection - Shelby/Washington Twps., MI
- East Riverfront Roads and Infrastructure Reconstruction – Detroit, MI
- Jeffords Street Improvements - Dexter, MI
- 17 Mile Road Reconstruction - Sterling Heights, MI
- 13 Mile Road Reconstruction - Royal Oak, MI
- Repaving of Northwood Blvd. – Royal Oak, MI
- Coolidge Road Realignment; Wattles Road to 1400 Feet North – Troy, MI
- Proposed Road Paving; North Holly Road at Belford Road – Holly Township, MI
- Willis Road Improvement Project between Hitchingham & Whittaker Roads - Augusta Twp., MI
- Franklin Road Bridge over I-696 - Southfield, MI
- Clinton River Pedestrian Bridge over US-24 - Pontiac, Michigan
- Coolidge Road Realignment Wattles Road to 1400 Feet North - Troy, MI



**GARY E. PUTT, PE**

**SAMPLING OF PROJECTS: Cont.**

Slope Stability / Earth Retention

- Jeffords Street Improvements; sub-grade stabilization for the reconstructed road and new foundations for a 15-foot high segmental block retaining wall between Jeffords Street and Mill Creek - Dexter, MI
- Pedestrian and Bike Path; South River Front; Boulder and segmental block retaining walls were recommended to retain the slopes due to the significant grade change of the riverbank and to retain the engineered fill required to achieve ADA dictated design grades. - Mt. Clemens, MI
- Permanent MGM Grand Casino / Hotel / Parking and Infrastructure Projects; provided slope stability analysis for a new service road at the top of two MDOT embankments and concluded that the service road would not adversely affect on the embankments. – Detroit, MI
- Clinton River Pedestrian Bridge over US-24; this project included a geotechnical investigation and foundation recommendations for a 650-foot long, eight-span pedestrian bridge over US-24. Eight- and 12-foot high embankments were required to achieve the required vertical height. Recommendations were made to remove soils and replace with compacted engineered fill to permit use of higher allowable bearing capacities – Pontiac, MI
- Harbor Reconfiguration; Seawall Evaluation – Harrison Twp., MI

Residential Developments

- Detroit Housing Commission; Herman Gardens – Detroit, MI
- Detroit Housing Commission; Villages of Parkside (Building 801) – Detroit, MI
- Village of Harmony Manor – Detroit, MI
- Villages of Springport – Blackman Twp., MI
- Woodbridge Estates – Detroit, MI
- Presbyterian Village – Redford, MI
- Daystar Estates – Detroit, MI
- Proposed VOA Senior Building – Buena Vista Twp., MI
- Volunteers of America Senior Housing – River Rouge, MI

Storm Water Consultation

- South Pointe Apartments Complex; Southgate, MI
- Hampton Inn and Suites – Sterling Heights, MI
- Palmer Woods Estates – Sterling Heights, MI

GPR Surveys

- Two Former Gas Stations – Detroit, MI
- Gas Station – Owosso, MI
- Various Service Stations – SE Michigan
- Wayne State University – Detroit, MI

**TECHNICAL SOCIETY AFFILIATIONS:**

American Society of Civil Engineers  
American Welding Society  
Engineering Society of Detroit (ESD)

## IAN MICKLE

### TITLE:

Senior Driller  
Geotechnical Services

### EDUCATION:

A.S., Geological Engineering Technician  
Sault College of Applied Arts and Technology, 1979

### PROFESSIONAL DEVELOPMENT:

40-Hour Hazardous Waste Training Certification (OSHA)  
8-Hour Hazwoper Training Refresher (2022)

### EXPERIENCE:

Thirty-six (36) years' experience in supervising environmental, mineral, and geotechnical exploration programs, operating drilling equipment, installing observation wells, piezometers, inclinometers, and methane gas probes. *Extensive expertise in environmental drilling and sampling with hollow stem augers and GeoProbe™, as well as environmental soil and groundwater sampling and handling, and proper decontamination procedures.*

He is further experienced in drilling operations experience includes the use of solid and hollow stem augers; wash borings; vibra corer; Borros Polydrill; rock and concrete coring; shallow and deep hole drilling; mineral exploration; and monitoring and recovery well installation; extensive soil classification, geological mapping, and rock core logging experience. He has performed Geophysical Surveys to identify anomalies in rock for mineral exploration and is experienced working at remote wilderness sites, urban sites, and environmentally hazardous sites. *Knowledge of ASTM, MSHDA, HUD, EPA, DNRE, and MDOT standards and procedures.*

### SAMPLING OF PROJECTS:

#### Environmental Drilling

- Underground Storage Tanks Investigation in Deep Granular Deposits - Brighton, MI
- DuPont Paint Plant, Soil and Ground Water Investigation - Mt. Clemens, MI
- Trichloroethylene and Waste Oil Investigation - Madison Heights, MI
- Hydrogeologic Study for Groundwater Discharge Permit – Brandon Township, MI
- Metamora Landfill Closure – Metamora, MI
- Gardenview Estates Residential Development (Former Herman Gardens) – Detroit, MI
- Cornerstone Estates (Former Jeffries East) Residential Development – Detroit, MI
- Former Total Gas Station Phase II ESA and LUST Investigation - Sterling Heights, MI
- Troy Public Schools UST Investigation – Troy, MI
- Spring Haven Brownfield Redevelopment – Southfield, MI
- Former K-mart Store Phase II ESA – Troy, MI
- Confidential High Profile Commercial Property; Phase II ESA – Detroit, MI
- Salvage Yard; Phase II ESA – South Lyon, MI
- Proposed DPS Middle School – Detroit, MI
- Redford Union Schools Bus Garage; LUST Investigation – Redford, MI
- Former Gas Station; LUST Investigation – Southwest Detroit Suburbs

**IAN MICKLE**

**SAMPLING OF PROJECTS: Cont.**

Residential Developments – Geotechnical Drilling

- Elderly Housing Development – Pontiac, MI
- Woodbridge Estates Housing Development – Detroit, MI
- Long Lake Village Residential Development – Brandon Township, MI
- Windemere Condominiums – Shelby Township, MI
- Fox Run ECC – Novi, MI
- West Towns 2 Development – Detroit, MI
- Six Oaks Development – Detroit, MI
- Gratiot & McDougall Development - Detroit, MI

## **SECTION 4**

### **MANAGEMENT SUMMARY AND WORK PLAN**

- Work Plan and Methodology
  - Constructability Review and Quality Control Plan Overview

## MANAGEMENT SUMMARY AND WORK PLAN

This section presents a specific overview of the Testing Engineers and Consultants' Project Management methodology and approach. We understand the critical nature of these services and how they will be an integral part in supporting the goals of the Department of Technology, Management, and Budget (DTMB). TEC will corporately and individually operate under our Key Philosophies outlined in the cover letter. These will be reflected in our management philosophy and project approach.

### **MANAGEMENT PHILOSOPHY**

Our management philosophy begins by having a thorough understanding of our clients' needs, expectations, and budget. It is from this understanding that we can best implement and manage the requisite services.

We will establish a single point of contact/liaison with DTMB through our Project Manager, Mr. Donald Kaylor. A single point of contact provides the best assurance that communications from DTMB are distributed to TEC project staff along with appropriate instructions for implementing project tasks. Communication, though, will remain flexible to the extent that other Key Staff may be in contact with the DTMB for the day to day project operations. Mr. Kaylor will spearhead TEC's Quality Assurance and maintain focus on the TEC's Key Philosophies through regular contact with the Key Staff, who will in turn implement the same with the technical and support staff.

TEC's Key Staff members each have many years of hands-on experience and have developed strong technical and communicative skills. All have experience providing service to government entity clients and will maintain the necessary leadership and guidance to keep staff and projects on track in accordance with DTMB goals and objectives. They will maintain strong working relations with each other as service areas will overlap during any given project.

### **PROJECT APPROACH AND CAPACITY**

#### ***Project Orientation***

TEC has experience working with DTMB and is familiar with the department's procedures, policies, and practices. However, prior to general engagement of projects with the DTMB, we propose conducting a two-part Services Orientation, as follows:

Part I: TEC will perform a thorough review and assessment of all applicable DTMB Ordinances, standards, guidelines, procedures, and available resources.

Part II: Coordinate an orientation meeting with the DTMB. This will provide the opportunity for interaction between both parties as well as provide clarifications regarding DTMB policies and expectations.

#### ***Project Capacity***

This Proposal has been prepared to allocate the appropriate staff to accomplish the variety of assignments that may be issued from DTMB.

TEC staff are available on an on-call basis. Means of communication will be through predetermined and published telephone numbers, mobile telephone numbers, facsimile numbers, and email addresses. Requests will be made through the Project Manager, Mr. Donald Kaylor. As the Team and the DTMB continue to work together, requests for specific tasks and assignments that require significant participation of Key Staff members can also be made directly.

## SECTION 4

### MANAGEMENT SUMMARY AND WORK PLAN

#### QUALITY ASSURANCE

TEC's internal quality assurance program will maintain service and deliverable quality assurance through regular internal communication meetings among Project Manager, Key Staff and others technical and administrative staff. In addition to updating project status, these meetings will provide the venue and forum to share updated information so as to identify and manage anticipated challenges.

DTMB feedback will be incorporated into the Team's work process, implementing a continual quality assurance and improvement process.

#### PROJECT OBJECTIVES

We understand that DTMB has important goals and limited funds with which to accomplish those goals. TEC features a diverse in-house staff with extensive experience providing the range of environmental services that DTMB desires. These high quality services are currently provided to a wide range of clients in the most cost effective manner achievable.

TEC understands that projects authorized under this contract will include some or all of the following phases:

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

We have the technical and administrative experience for conducting, documenting, and invoicing complex environmental and construction-related projects under this common government system.

DTMB has expressed a need for contracting with a Professional Services Contractor to provide the following environmental services:

1. geophysical studies;
2. phase I/phase II/baseline environmental assessments and hydrogeological investigations;
3. underground/aboveground storage tank (UST/AST) removal/closure;
4. sampling and analysis of potentially-hazardous materials and containers (waste piles, drums, tanks, etc.);
5. collection and analysis of soil, sediment, flora, fauna, water, and air samples;
6. evaluation of sample data;
7. risk-based-corrective-actions;
8. evaluation and development of disposal and remedial alternatives;
9. preparation of environmental impact statements;
10. remedial action design including development of plans/drawings and specifications;
11. natural resource damage assessments;
12. construction oversight or construction management services; and
13. operation and maintenance (O&M) of remediation systems/oversight of O&M services.

## SECTION 4

### MANAGEMENT SUMMARY AND WORK PLAN

For all field tasks, a site-specific Health and Safety Plan (HASP) will be prepared that covers health and safety issues with an emphasis on site-specific hazards. A Health and Safety Officer will be identified for oversight of safety while on-site, and tailgate health and safety meetings will be conducted prior to the commencement of fieldwork. Since this is an as-needed ISID contract the scope of services is not currently defined and will vary from project to project. However, based upon the team's extensive experience with environmental projects and the task items identified in the RFP, the following represents our anticipated approach to the services.

#### ***Item 1 – Geophysical Investigations***

TEC has in-house geophysical capabilities, including ground-penetrating radar (GPR) equipment, providing for state of the art, non-invasive, cost-effective investigations for buried tanks, drums, utilities, areas of fill or refuse (e.g., landfills), etc. Additional methods such as other electromagnetic, magnetic, or metal detector techniques will be employed as necessary, depending on the nature of the project.

#### ***Item 2 – Phase I/Phase II/BEAs & Hydrogeological Investigations***

TEC has been providing Phase I, Phase II and Baseline Environmental Assessments to the regulated community for decades. All assessments are performed in accordance with the appropriate ASTM, EGLE and EPA Standards. Depending upon the work request, TEC's report will provide concise information as to past site usage, known or suspected recognized environmental conditions at the site and appropriate recommendations for determining the extent of contamination. In the case of Baseline Environmental Assessments, the document is filed with the Michigan Department of Environmental Quality as a record of the new property owners' environmental liability protection.

With decades of experience conducting hydrogeological investigations, TEC is prepared to provide brief scopes of work or formal, detailed work plans for governmental agency approval prior to mobilizing drilling equipment. The drilling equipment is to conduct soil boring and well installation field work using good commercial and customary practices in conformance with Michigan Department of Environment, Great Lakes, & Energy (EGLE), US Environmental Protection Agency (EPA), ASTM International, and other applicable standards and guidance. TEC will use the most appropriate drilling technique for the specific situation, which might include Geoprobe™ direct push or rotary hollow-stem auger. Drill rigs and equipment will be mobilized from our in-house fleet to manage investigation costs and to match the best suited methods, equipment, and capabilities to the project.

#### ***Item 3 – Underground/Aboveground Storage Tank Removal/Closure***

TEC has the capability and experience to manage underground and/or aboveground storage tank removal or closures. These projects are managed by our Professional geologist, who meets the requirements to be a Certified UST Professional, and who has also been trained in the Risk Based Corrective Action (RBCA) process.

#### ***Item 4 – Sampling and Analysis of Hazardous Materials and Containers***

TEC's typical scope of work for limited visual Hazardous Materials Surveys includes mobilization, a walk through and visual survey of hazardous and potentially hazardous materials, and the preparation of a report detailing identified materials. The survey is intended to identify readily observable hazardous materials and provide information useful for future renovation, material removal, or demolition activities. The survey commonly includes the

## MANAGEMENT SUMMARY AND WORK PLAN

quantification, sampling, and analysis of materials as required. Typical hazardous materials would include: Mercury Containing Equipment, Polychlorinated Biphenyls (PCBs) Containing Equipment, Fluorescent Lights, Oil and Refrigerant Containing Equipment (Ozone-Depleting Compounds) Bio-hazardous Materials and Radioactive Materials. We also address miscellaneous Hazardous Materials such as containerized paints, cleaners, solvents, smoke detectors (see below), laboratory equipment, sump pits, wastewater collection systems (e.g., grease traps), and other hazardous materials not readily categorized by the above scope of work.

In addition, asbestos-containing materials, lead based paint and microbiological contaminants may also be identified and sampled based upon the particular scope of work.

### ***Item 5 – Sample Collection***

Soil, groundwater, surface water, soil vapor, sediment, flora, fauna, or air samples will be field-screened as appropriate, collected, preserved, documented, and transported under chain-of-custody protocols in accordance with applicable state requirements and guidance. Samples will be analyzed for the parameters required to address environmental conditions identified for the specific project. Samples will be analyzed by a highly qualified, independent, fixed-base laboratory to provide the greatest assurance of impartial and accurate analyses.

### ***Item 6 – Evaluation of Sample Data***

TEC will evaluate sample data to compare it to regulatory criteria, or biological norms to evaluate levels of environmental damage and health risk for use in evaluating response activities.

### ***Item 7 – Risk Based Corrective Actions***

TEC has extensive experience evaluating and implementing risk based corrective actions (RBCA) at Part 201 and 213 sites. Key TEC staff members have undergone the RBCA training and use the RBCA principles and practices on nearly a daily basis.

### ***Item 8 – Evaluation and Development of Disposal and Remedial Alternatives***

TEC has evaluated remedial alternatives and disposal for contaminated soils, groundwater, flora, fauna, and hazardous waste. Evaluation is made based upon the specific characteristics of the project, remediation goals, relative merits of the methods and costs.

### ***Item 9 – Preparation of Environmental Impact Statements***

TEC does not typically provide this service in-house. However, if requested by DTMB, TEC can partner with one or more outside consultants with a track record for providing this specialized service.

### ***Item 10 – Remedial Action Design Including Development of Disposal and Remedial Alternates***

TEC staff members have the demonstrated experience to transition from remedial evaluation as outlined in Item 8 to design and implementation of remedial actions with plans and specifications. Past designs have included proper disposal, management in place through engineering controls, groundwater pump and treat systems, air sparging, and other methods.



## MANAGEMENT SUMMARY AND WORK PLAN

### ***Item 11 – Natural Resource Damage Assessment (NRDA)***

TEC does not typically provide this service in-house. However, if requested by DTMB, TEC can partner with one or more outside consultants with a track record for providing this specialized service.

### ***Item 12 – Construction Oversight or Construction Management Services***

TEC has the expertise to provide construction oversight or Construction Management Services as outline in the RFP.

### ***Item 13 – Operations and Maintenance of Remediation Systems***

TEC does not typically provide this service in-house. However, if requested by DTMB, TEC can partner with one or more outside consultants with a track record for providing this specialized service.

## **REPORTING**

TEC proposes to prepare Progress Reports, as well as a Final Report summarizing site geology and groundwater characteristics, extent of contamination, evaluation of completed pathways for contamination, recommendations for further action, other important information as appropriate, observations and conclusions pertaining to environmental and human health impacts, regulatory compliance, plans and specifications, field activity logs and RFI management.

## **QA/QC PROGRAM**

In order to provide DTMB with appropriate “Quality Assurance/Quality Control,” TEC will utilize our established and MDOT approved Quality Management System (QMS). This system provides an effective, comprehensive program to assure that the work and services, including studies, reports, drawings, plans, specifications, and contract documents are prepared in accordance with acceptable industry standards, client requirements, and the highest level of professionalism.

This system has elements of project monitoring and control that help contain costs within established budgets and help in the completion of projects within the agreed upon timeframe with the client.

The TEC Team is fully committed to an effective program that will ensure delivery of quality services. The program will have the support of all team management in order to have the authority and freedom to identify quality problems and to implement solutions. The QA Director, Mr. Carey J. Suhan, PE, will establish a Program for the project and implement a Task Plan specific to each project. It will be the responsibility of the TEC project manager to review and implement the job-specific Task Plan.

In addition to evaluating technical and design aspects through the QA/QC, TEC will also evaluate the reasoning behind the steps of the project. This serves to provide a big picture view to identify constructability issues, cost issues and other logistical issues.

## **SECTION 5**

### **DTMB ISID PROFESSIONAL QUESTIONNAIRE**

- Corporate Organization Chart
- Field Activity Logs & Report



**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**

1. Full Name: Testing Engineers & Consultants, Inc.

Address: 1343 Rochester Rd., Troy, MI 48083 (HQ).

Telephone and Fax: 248-588-6200 / 248-588-6232

Website: www.testingengineers.com

E-Mail: tec@tectest.com

SIGMA Vendor ID: CV0021540.

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work: DTMB projects will be managed and staffed from our Troy Headquarters; however, should the need arise, we may utilize staff from our Ann Arbor Branch office. The address is 3985 Varsity Drive, Ann Arbor, MI 48108 / 734-971-0030.

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)? Our Troy Headquarters listed above.

Please list all person(s) authorized to receive and sign a resulting contract and / or subsequent assignment(s). Please include person's name, title, address, email and phone number. Carey J. Suhan, PE – VP & Principal, 1343 Rochester Road, Troy, MI 48083 / csuhan@tectest.com / 248-588-6200.

2. Check the appropriate status:

☐ Individual firm ☐ Association ☐ Partnership ☒ Corporation, or ☐ Combination –

Explain: N/A.

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation: Incorporated in Michigan on April 18, 1966.

Include a brief history of the Professional's firm: During our 56 year history, TEC has developed a diverse base of environmental engineering services including environmental

site/building assessments; soil and groundwater remediation design and implementation; asbestos/lead/mold surveys; underground storage tank management; hazardous materials abatement design and construction oversight; and hazardous waste site evaluations. TEC meets the requirements to be a Qualified UST Consultant (QC) in Michigan.

TEC performs environmental engineering services for government entities, financial institutions, insurance underwriters, and private industry. We have standardized our reporting formats and instituted rigorous quality control protocols to ensure an efficient and effective service to our clients. TEC's diversified staff of more than 75, which includes environmental engineers, geologists, industrial hygienists, civil engineers, geotechnical engineers, has an outstanding reputation for providing innovative and cost effective solutions to meet client needs. All TEC personnel that work on hazardous waste sites are required to complete an initial 40 hours of training as referenced by 29 CFR 1910.120 guidelines and the required 8-hour safety training update as evidenced on the enclosed resumes. The project management group of TEC consists of individuals who each have well over ten years of hands-on experience developing strong technical and communicative skills.

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

TEC's Corporate Organization Chart is Enclosed Later in this Section.

3. Has there been a recent change in organizational structure (e.g., management team) or control (e.g., merger or acquisition) of your company? NO

If the answer is yes: (a) explain why the change occurred and (b) how this change affected your company. N/A

4. Provide a four year rate schedule per position. Enclosed in the 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 M57)
- ☐ 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: TEC has as-needed contracts with the State for Environmental Consulting and Construction Materials Testing w/DTMB, as well as an as-needed contract to provide asbestos survey services contracts with the State DOT for bridges.

## ARTICLE 5: CAPACITY AND QUALITY

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

TEC has established procedures for providing our consulting services. We utilize a number of checklists and sign off sheets to track the work process of a project. Calculations, data, data transfers and reporting are checked by the preparer and as a minimum the department manager and often times by a third "Peer Reviewer" or project manager in charge of a given project or program. The checking is documented and verified utilizing our checklists and sign off procedures.

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

Yes ☐ No ☒

If yes, explain: N/A

- 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.

We understand that the State Agency for whom the project will be completed is the ultimate user/beneficiary of the project. We are sensitive to and respectful of their needs and desires. The DTMB design and construction division is tasked with bringing the other State Agency's wishes to fruition. The DTMB is the "face" of the State developing contracts and administering them through consultants and contractors to achieve the goals. Our role as the consultant is to provide our expertise through DTMB to facilitate the goals of the project. In our experience we interface primarily with DTMB as a liaison to the projects State

Agency, but may be involved with the State Agency on an as needed basis for site issues, project meetings, etc.

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

If TEC has written the specification, we have a good understanding of the performance required of the specified material, or the intent of a detail. TEC will instruct the bidder to provide their bid based on the original specification and also encourage them to provide an alternate bid for the substitute product. The bidder must provide sufficient supporting information to assess the merits of using the substitute material. We would normally look for a cost credit unless the change offers a significant improvement in performance, constructability or perhaps schedule will provide a recommendation to DTMB regarding the proposed change. DTMB will make the final determination.

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

For a specific detail we will review the change request and question the contractor on the benefits.

- 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?

In our experience, designating a project manager as the main single point of contact helps project communications tremendously. This minimizes miscommunication between DTMB and our staff. The project manager maintains overall responsibility for project status updates and communication with DTMB. During the course of a project regular internal meetings are held to keep all involved staff members apprised of status and to discuss issues, milestones and budget. Meetings notes are emailed to DTMB and/or State Agency staff.

- 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.

Construction cost estimating is performed with a number of methods. The typical methodology of R.S. Means is often used as a starting point. We then refer to our in-house database of costs to refine our estimates to local, current practices. Our database is built from actual construction bid costs from various project types that we have been involved with throughout our various service lines. In general, our cost estimates fall within 15% of the average of bids received.

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

Minimizing construction cost overruns begins with clear plans and specifications. The next step is a pre-bid meeting and project walk through to familiarize contractors with the project and answer questions. The third step is a thorough review of the bids to identify irregularities or concerns within the bids. The third step we like to implement is a pre-award meeting or conference call to obtain acknowledgement of critical project aspects from the contractor resulting in a signed pre-award form. The final step is diligent contract management/administration with enforcement of the construction documents, prompt

response and management of RFI's and continuous communication among team members.

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

6-10% depending on project size and type of project

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

100% by TEC unless otherwise directed by DTMB

- 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?

We follow many of the steps outlined in Question 5.10. The contractors' bids must be reviewed closely to identify any irregularities. In particular unit costs or other costs are compared to what we expect they should be. We question the bidders about any irregularities and seek to understand their approach, methodologies and schedule to achieve the project goals. We ask for references from similar projects and contact the references with specific questions. Finally, the pre-award conference establishes an understanding and "buy in" or commitment from the contractor.

- 5.15 Describe your experience with similar ISID contracts.

TEC has extensive ISID experience with State and Local entities. We fully understand that these entities have established these contracts to have a consultant(s) at the ready to meet their needs. They expect rapid response and quality of service for which they chose the consultant in the first place. We have enjoyed the ISID contracts that we possess because they emphasize those characteristics with which consultants are most capable: specialized knowledge and timeliness. Furthermore, with time there is an understanding and trust between us and the client that the project will be handled expeditiously, in a professional manner.

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

Changes in scope are carefully evaluated to determine if they warrant a change in compensation. We will objectively evaluate the supporting information provided by the contractor and provide recommendations to DTMB. If approved by DTMB, the proposed change in project scope will then be implemented. In some instances, the scope change may warrant no compensation increase or even a credit. We strive to be reasonable and fair but with the owners' best interests in mind.

- 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?

X Yes

☐ No

Enclosed later in this Section



## 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?

X 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:

### Professional Key Personnel 1

Name: Carey J. Suhan, PE

Job Title: VP & Principal

Labor Classification: P4

College Degree(s): MS and BS in Civil Engineering

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?      X Yes    ☐ No

### Professional Key Personnel 2

Name: Donald C. Kaylor, PG, CP, EP

Job Title: Manager, Environmental Assessment

Labor Classification: P4

College Degree(s): MS and BS in Geology

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

### Professional Key Personnel 3

Name: Joseph T. Konrad

Job Title: Manager, Environmental Svcs. Group

Labor Classification: P4

College Degree(s): BS, Biology

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

### Professional Key Personnel 4

Name: Scott M. Chandler, CIH

Job Title: Manager, Industrial Hygiene Services

Labor Classification: P4

College Degree(s): BS, Biology

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

### Professional Key Personnel 5

Name: Madison Konrad

Job Title: Sr. Industrial Hygienist/Project Manager

Labor Classification: P3

Degree(s): MS & BS, Exercise Science

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

Professional Key Personnel 6

Name: Andrew Temerowski, EP                      Job Title: Sr. Environmental Scientist  
Labor Classification: P3                      College Degree(s): BSc in Env. Studies, Biology  
Has this individual successfully completed 40-hour HAZWOPER training with an up to date  
8-hour HAZWOPER refresher training? ☒ Yes                      ☐ No

Professional Key Personnel 8

Name: Kenneth Majetic, EP                      Job Title: Sr. Environmental Scientist  
Labor Classification: P3                      College Degree(s): BS in 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 7

Name: Joseph Hunter, EP                      Job Title: Sr. Environmental Scientist  
Labor Classification: T3                      College Degree(s): Associates, Environmental  
Health and Safety  
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: Justin Ramos                      Job Title: Senior Instrumentation Technician  
Labor Classification: P2                      College Degree(s): BS in Business Management  
Has this individual successfully completed 40-hour HAZWOPER training with an up to  
date 8-hour HAZWOPER refresher training? ☐ Yes                      ☒ No

Key Personnel 10

Name: Jordan Ramos                      Job Title: Senior Instrumentation Technician  
Labor Classification: P2                      College Degree(s): BS in Business Management  
Has this individual successfully completed 40-hour HAZWOPER training with an up to  
date 8-hour HAZWOPER refresher training? ☐ Yes                      ☒ No

Professional Key Personnel 11

Name: Gary E. Putt, PE                      Job Title: Sr. Project Engineer  
(Geotechnical / Environmental)  
Labor Classification: P3                      College Degree(s): BS in Business Management  
Has this individual successfully completed 40-hour HAZWOPER training with an up to  
date 8-hour HAZWOPER refresher training? ☐ Yes                      ☒ No

Key Personnel 12

Name: Ian Mickle                      Job Title: Senior Driller  
Labor Classification: T3                      College Degree(s): A.S., Geological Engineering  
Technician  
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?

X Yes ☐ No

6.4 Does the Professional PM have a minimum of 10 years' experience with similar projects?

X Yes ☐ No

6.5 Are the resumes for the key personnel provided?

X 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).

TEC is on the list of MSHDA approved environmental consultants and is prequalified with MDOT to perform (environmental) site investigation. TEC is pre-qualified with the State of Michigan DOT for Environmental: Contamination. TEC is being recognized with an Engineering Merit Award recipient in 2023 by the American Council of Engineering Companies for providing comprehensive Environmental and Industrial Hygiene Services for the Joe Louis Deconstruction Project.

*The remainder of this page was intentionally left blank.*

## ARTICLE 8: EXPERIENCE

### PHASE I & II / BEA

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: Joe Louis Arena Demolition

Project Address: 19 Steve Yzerman Drive, Detroit, MI 48226

Personnel: Donald Kaylor, PG, EP; Joseph Konrad; Madison Konrad, Justin Ramos, Jordan Ramos

Contact: Ms. Donna Rice / 313-224-0174/ riced@detroitmi.com

Project Description: TEC provided environmental consulting services including an ASTM E1527-compliant, Phase I Environmental Site Assessment (ESA), asbestos and other hazardous materials surveys. A Phase II ESA, generation of bidding specifications, contractor coordination, hazardous material removal oversight, and clearance sampling were provided as part of TEC's scope. To assist with obtaining brownfield funding for the project, TEC prepared an Act 381 Work Plan.

In addition, TEC will be responsible for Fugitive Dust and Vibration/Movement Plan Preparation and providing onsite Fugitive Dust/Vibration and Movement Monitoring during the abatement and demolition activities being conducted at the project site.

#### **Project 2 Reference Information**

Project Name: Former Sisters of Mercy Campus Brownfield Plan

Project Address: 15855 19 Mile Rd, Clinton Twp / MI / 48038

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP

Contact: Mr. Ken Bullis, PE / 313.333.8763 / ggraham2@hfhs.org

Project Description: as part of the redevelopment of a large former religious community's campus into independent and assisted senior living facilities, TEC provided Phase I Environmental Site Assessment (ESA), Phase II ESA, Baseline Environmental Assessment (BEA), and Due Care services, and prepared an Act 381 Brownfield Plan for the 'eligible property' to obtain over \$2.5 Million in reimbursement via local tax capture. TEC conducted numerous re-imbursement eligible activities the ESAs, BEA/Due Care, and extensive asbestos-lead paint surveys and abatement-related services, along with contaminated soil excavation oversight, & Verification of Soil Remediation (VSR) sampling, rush laboratory analyses, consulting, etc.

#### **Project 3 Reference Information**

Project Name: Heroes' Alliance Former Industrial Property

Project Address: 13616 Greenfield Rd / Detroit / MI / 48227

Key Personnel: Donald Kaylor, Ken Majetic

Contact: Mr. Derek L. Brown, MBA, CCIM, / 313.506.0840 / [dlbrown@quorumdetroit.com](mailto:dlbrown@quorumdetroit.com)

Project Description: To assist with the purchase and redevelopment of a former industrial property by a non-profit, TEC provided Phase I Environmental Site Assessment (ESA), Phase II ESA, Environmental Drilling and Baseline Environmental Assessment (BEA) services.

## ARTICLE 8: EXPERIENCE

### ASBESTOS/LEAD/MOLD/BIOHAZARD/FREE PRODUCT/REGULATED WASTE SURVEY ABATEMENT

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: Joe Louis Arena Demolition

Project Address: 19 Steve Yzerman Drive, Detroit, MI 48226

Personnel: Donald Kaylor, PG, EP; Joseph Konrad; Madison Konrad, Justin Ramos, Jordan Ramos

Contact: Ms. Donna Rice / 313-224-0174/ riced@detroitmi.com

Project Description: TEC provided environmental consulting services including an ASTM E1527-compliant, Phase I Environmental Site Assessment (ESA), asbestos and other hazardous materials surveys. A Phase II ESA, generation of bidding specifications, contractor coordination, hazardous material removal oversight, and clearance sampling were provided as part of TEC's scope. To assist with obtaining brownfield funding for the project, TEC prepared an Act 381 Work Plan.

In addition, TEC will be responsible for Fugitive Dust and Vibration/Movement Plan Preparation and providing onsite Fugitive Dust/Vibration and Movement Monitoring during the abatement and demolition activities being conducted at the project site.

#### **Project 2 Reference Information**

Project Name: Former Sisters of Mercy Campus Brownfield Plan

Project Address: 15855 19 Mile Rd, Clinton Twp / MI / 48038

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP

Contact: Mr. Ken Bullis, PE / 313.333.8763 / ggraham2@hfhs.org

Project Description: as part of the redevelopment of a large former religious community's campus into independent and assisted senior living facilities, TEC provided Phase I Environmental Site Assessment (ESA), Phase II ESA, Baseline Environmental Assessment (BEA), and Due Care services, and prepared an Act 381 Brownfield Plan for the 'eligible property' to obtain over \$2.5 Million in reimbursement via local tax capture. TEC conducted numerous re-imbursement eligible activities the ESAs, BEA/Due Care, and extensive asbestos-lead paint surveys and abatement-related services, along with contaminated soil excavation oversight, & Verification of Soil Remediation (VSR) sampling, rush laboratory analyses, consulting, etc.

#### **Project 3 Reference Information**

Project Name: MDOT

Project Address: Various Sites throughout Michigan

Key Personnel: Joseph T. Konrad, Madison Konrad, Jacob Pallach, Joe Hunter

Contact: Ms. Amanda L. Smith, Environmental Quality Specialist / 517-241-9114 /  
smitha148@michigan.gov

Since 1999, TEC has been awarded successive three-year, state-wide contracts to conduct pre-demolition asbestos surveys on residential and commercial properties for Michigan Department of Transportation (MDOT) to support their road construction programs.

*Approximately 1,500 structures have been surveyed to date.* TEC is currently in the first year of the most recent three-year contract encompassing several regions in the lower and all of the upper peninsula.

The types of structures that are typically inspected are single-family residences but have also included commercial office buildings, multi-family structures (apartment buildings), rest stops and bridges. TEC has also performed OSHA-compliant inspections for a number of MDOT Transportation Service Centers (TSC) throughout the state.

## ARTICLE 8: EXPERIENCE

### VAPOR INTRUSION

- 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: Great Revelations Academy

Project Address: 6400 Miller Rd / Dearborn / MI / 48126

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP

Contact: Mr. Terry Beydoun, / 313.254.4504 / terrybeydoun@yahoo.com

Project Description: to assist with the redevelopment of a contaminated industrial for re-use as a non-profit school, TEC provided Phase I Environmental Site Assessment (ESA), Phase II ESA, extensive additional subsurface investigations, UST excavation and closure status assessment, , Soil vapor investigations and assessment, consulting, state (EGLE) regulator contact and negotiations, and successful evaluation and documentation of Due Care compliance (DDCC)/reporting to allow the re-use of the industrial site as a K-12 school.

#### **Project 2 Reference Information**

Project Name: Wayne State University Hilberry Theatre/Gateway Project

Project Address: Cass Ave & W Forest Ave / Detroit / MI / 48202

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP; Joe Hunter, EP

Contact: Ms. Frances C. Ahern, / 313.577.7657 / f.c.ahern@wayne.edu

Project Description: To assist with the redevelopment of parking lot, which was heavily contaminated by releases from a dry cleaner and gas station, for re-use as a new theatre complex, TEC provided extensive subsurface investigations, including drilling, sampling, and analyses of soil, groundwater, and soil vapor, design and oversight of soil excavation and VSR sampling, targeted soil vapor investigations used to design a sub-slab soil vapor mitigation system, documentation of Due Care compliance (DDCC)/reporting including due care compliance during construction, waste characterization of nonhazardous and hazardous wastes for proper disposal, extensive due care evaluations and consulting/reporting.

#### **Project 3 Reference Information**

Project Name: 31111 Industrial Dr

Project Address: 31111 Industrial Dr / Livonia / MI / 48150

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP; Andrew Temerowski, EP

Contact: Mr. Terry Beydoun, / 313.254.4504 / terrybeydoun@yahoo.com

Project Description: as part of environmental due diligence for a pending property



transaction on a contaminated industrial property, TEC conducted A Phase I ESA, a Phase II ESA, and a Phase II ESA (additional site characterization) including multiple phases of soil, groundwater and *soil vapor* sampling to establish that the property could be safely used for its future intended commercial purpose, evaluate Due Care, and recommend BEAs to protect non-labile parties.

## ARTICLE 8: EXPERIENCE

### UNDERGROUND STORAGE TANK

- 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: Henry Ford Health Systems Clinton Twp 30,000-gal UST Closure

Project Address: 15855 19 Mile Rd / Clinton Twp / MI / 48038

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP

Contact: Mr. Gordon Graham, PE / 313.333.8763 / [ggraham2@hfhs.org](mailto:ggraham2@hfhs.org)

Project Description: as part of large addition to the hospital complex, an existing Part 211-regulated emergency backup generator UST system had to be closed, and a new system installed in a different location. TEC provided multiple services including regulatory notifications, UST Site Assessment, confirmation of release, UST and soil removal oversight and Verification of Soil Remediation sampling, laboratory analyses, Risk Assessment (including Vapor Intrusion) and successful closure reporting and release closure.

#### **Project 2 Reference Information**

Project Name: Former C&C Bump Shop

Project Address: 502 S Main St/ Clawson / MI / 48071

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP

Contact: Mr. Griffen Hock / 248.822.7121 / [ghock@berkshirecapital.com](mailto:ghock@berkshirecapital.com)

Project Description: at a 1930s-era gas station and auto service facility, TEC conducted Phase I & II Environmental Site Assessments (ESAs) and Soil Vapor Investigations. Provided regulatory notifications and contact for removal of Part 211-regulated gasoline UST system, along with Verification of Soil Remediation sampling laboratory analyses, reporting, and risk assessments.

#### **Project 3 Reference Information**

Project Name: Residential Heating Oil UST Removal

Project Address: 18181 Kirkshire Ave / Beverly Hills / MI / 48071

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP

Project City / State / Zip:

Contact Name / Phone Number / Email Address: Mr. Gary Kazanjian / 248-330-3293 / [gkazan@nationalfoodequipment.com](mailto:gkazan@nationalfoodequipment.com)

Project Description: For a non-Part 211 UST system, TEC conducted heating oil tank removal oversight and Verification of Soil Remediation sampling, laboratory analyses, and reporting.

## ARTICLE 8: EXPERIENCE

### BROWNFIELD DEVELOPMENT

- 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: Joe Louis Arena Demolition

Project Address: 19 Steve Yzerman Drive / Detroit / MI / 48226

Personnel: Donald Kaylor, PG, EP; Joseph Konrad; Madison Konrad, Justin Ramos, Jordan Ramos

Contact: Ms. Donna Rice / 313-224-0174/ riced@detroitmi.com

Project Description: TEC provided environmental consulting services including an ASTM E1527-compliant, Phase I Environmental Site Assessment (ESA), asbestos and other hazardous materials surveys. A Phase II ESA, generation of bidding specifications, contractor coordination, hazardous material removal oversight, and clearance sampling were provided as part of TEC's scope. To assist with obtaining brownfield funding for the project, TEC prepared an Act 381 Work Plan.

In addition, TEC will be responsible for Fugitive Dust and Vibration/Movement Plan Preparation and providing onsite Fugitive Dust/Vibration and Movement Monitoring during the abatement and demolition activities being conducted at the project site.

#### **Project 2 Reference Information**

Project Name: Former Sisters of Mercy Campus Brownfield Plan

Project Address: 15855 19 Mile Rd, Clinton Twp / MI / 48038

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP

Contact: Mr. Ken Bullis, PE / 313.333.8763 / ggraham2@hfhs.org

Project Description: as part of the redevelopment of a large former religious community's campus into independent and assisted senior living facilities, TEC provided Phase I Environmental Site Assessment (ESA), Phase II ESA, Baseline Environmental Assessment (BEA), and Due Care services, and prepared an Act 381 Brownfield Plan for the 'eligible property' to obtain over \$2.5 Million in reimbursement via local tax capture. TEC conducted numerous re-imbursement eligible activities the ESAs, BEA/Due Care, and extensive asbestos-lead paint surveys and abatement-related services, along with contaminated soil excavation oversight, & Verification of Soil Remediation (VSR) sampling, rush laboratory analyses, consulting, etc.

#### **Project 3 Reference Information**

Project Name: Wayne State University Hilberry Theatre/Gateway Project

Project Address: Cass Ave & W Forest Ave / Detroit / MI / 48202

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP; Joe Hunter, EP

Contact: Ms. Frances C. Ahern, / 313.577.7657 / f.c.ahern@wayne.edu

Project Description: To assist with the redevelopment of parking lot, which was heavily contaminated by releases from a dry cleaner and gas station, for re-use as a new theatre complex, TEC provided extensive subsurface investigations, including drilling, sampling, and analyses of soil, groundwater, and soil vapor, design and oversight of soil excavation and VSR sampling, targeted soil vapor investigations used to design a sub-slab soil vapor mitigation system, documentation of Due Care compliance (DDCC)/reporting including due care compliance during construction, waste characterization of nonhazardous and hazardous wastes for proper disposal, extensive due care evaluations and consulting/reporting.

## ARTICLE 8: EXPERIENCE

### ENVIRONMENTAL INVESTIGATION/CHARACTERIZATION/PILOT TESTS/FEASIBILITY STUDY

- 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: Joe Louis Arena Demolition

Project Address: 19 Steve Yzerman Drive, Detroit, MI 48226

Personnel: Donald Kaylor, PG, EP; Joseph Konrad; Madison Konrad, Justin Ramos, Jordan Ramos

Contact: Ms. Donna Rice / 313-224-0174/ riced@detroitmi.com

Project Description: TEC provided environmental consulting services including an ASTM E1527-compliant, Phase I Environmental Site Assessment (ESA), asbestos and other hazardous materials surveys. A Phase II ESA, generation of bidding specifications, contractor coordination, hazardous material removal oversight, and clearance sampling were provided as part of TEC's scope. To assist with obtaining brownfield funding for the project, TEC prepared an Act 381 Work Plan.

In addition, TEC was also responsible for Fugitive Dust and Vibration/Movement Plan Preparation and providing onsite Fugitive Dust/Vibration and Movement Monitoring during the abatement and demolition activities being conducted at the project site.

#### **Project 2 Reference Information**

Project Name: Great Revelations Academy

Project Address: 6400 Miller Rd / Dearborn / MI / 48126

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP

Contact: Mr. Terry Beydoun, / 313.254.4504 / terrybeydoun@yahoo.com

Project Description: To assist with the redevelopment of a contaminated industrial for re-use as a non-profit school, TEC provided Phase I Environmental Site Assessment (ESA), Phase II ESA, extensive additional subsurface investigations, UST excavation and closure status assessment, , Soil vapor investigations and assessment, consulting, state (EGLE) regulator contact and negotiations, and successful evaluation and documentation of Due Care compliance (DDCC)/reporting to allow the re-use of the industrial site as a K-12 school.

#### **Project 3 Reference Information**

Project Name: Wayne State University Hilberry Theatre/Gateway Project

Project Address: Cass Ave & W Forest Ave / Detroit / MI / 48202

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP; Joe Hunter, EP

Contact: Ms. Frances C. Ahern, / 313.577.7657 / f.c.ahern@wayne.edu

Project Description: To assist with the redevelopment of parking lot, which was heavily

contaminated by releases from a dry cleaner and gas station, for re-use as a new theatre complex, TEC provided extensive subsurface investigations, including drilling, sampling, and analyses of soil, groundwater, and soil vapor, design and oversight of soil excavation and VSR sampling, targeted soil vapor investigations used to design a sub-slab soil vapor mitigation system, documentation of Due Care compliance (DDCC)/reporting including due care compliance during construction, waste characterization of nonhazardous and hazardous wastes for proper disposal, extensive due care evaluations and consulting/reporting.

## ARTICLE 8: EXPERIENCE

### ENVIRONMENTAL ROTO SONIC DRILLING/WELL ABANDONMENT

- 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: Heroes' Alliance Former Industrial Property

Project Address: 13616 Greenfield Rd / Detroit / MI / 48227

Key Personnel: Donald Kaylor, Ken Majetic

Contact: Mr. Derek L. Brown, MBA, CCIM, / 313.506.0840 / dlbrown@quorumdetroit.com

Project Description: To assist with the purchase and redevelopment of a former industrial property by a non-profit, TEC provided Phase I Environmental Site Assessment (ESA), Phase II ESA, and Baseline Environmental Assessment (BEA) services. TEC conducted the environmental drilling and sampling using its in-house drill rig and crew.

#### **Project 2 Reference Information**

Project Name: Gordie Howe International Bridge c/o of Mannik & Smith Group (on-behalf of MDOT and WDBA)

Project Address: Detroit Riverfront / Detroit / MI

Key Personnel: Donald Kaylor, PG, EP; Ken Majetic, EP; Joe Hunter, EP; Ian Mickle; Ryan Favor; Carey Suhan; Justin Ramos; Jordan Ramos

Contact: Walter Bolt / (734)-397-3100/ wbolt@manniksmithgroup.com

Project Description: As part of the Michigan Department of Transportation's (MDOT) acquisition of numerous parcels of land in preparation for construction of the Gordie Howe International Bridge (GHIB) plaza, highway interchanges, and bridge itself, TEC has conducted and is conducting numerous "Preliminary Site Investigations" (PSIs) on dozens of residential, commercial, and industrial parcels in Detroit's Delray neighborhood on behalf of MDOT and MDOT's Environmental Owner's Representative Consultant (EORC).. The PSIs consist of reviewing historical use information such as Phase I Environmental Site Assessments or similar and visiting the parcels to develop a detailed scope for a site investigation "Priced Proposal" and "Work Plan." The detailed MDOT Priced Proposals and Work Plans are submitted to the EORC for review and approval prior to conducting the field work. The investigations include health and safety plan (HASP) preparation, ground penetrating radar (GPR), drilling, soil and groundwater sampling, surface soil sampling, debris pile sampling, sample analysis, data reduction, and report preparation. For contaminated sites, TEC prepared Due Care Plans (DCPs, also known as Section 7a Compliance Analyses). TEC conducted the environmental drilling and sampling using its in-house drill rig and crew.

TEC also prepared Phase I Environmental Site Assessments (Ph I ESAs) and Baseline Environmental Assessments (BEAs) for Staging/Lease Parcels to be used by the Windsor-Detroit Bridge Authority (WDBA).

### **Project 3 Reference Information**

Project Name: HFHS Cancer Center Campus

Project Address: 13616 Greenfield Rd / Detroit / MI / 48227

Key Personnel: Carey J. Suhan, PE; Donald Kaylor, PG, EP; Ian Mickle

Contact: Ms. Mary Harkow / / 248-225-1281 / mharkow1@hfhs.org

TEC was retained to provide professional engineering consulting services for the new Cancer Center Pavilion, five-story parking structure, elevated pedestrian tunnel, and South Campus infrastructure. The Brigitte Harris Cancer Pavilion is a six-story, 187,000 square-foot pavilion designed by the SmithGroup JJR and is part of a 300-acre expansion and surrounding neighborhood redevelopment near the New Center area of Detroit. The Pavilion will be connected to the hospital via a skyway over West Grand Boulevard.

Environmental services included soil sampling and laboratory testing and analysis for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and Michigan 10 Metals via the Toxicity Characteristic Leaching Procedure (TCLP), and total polychlorinated biphenyls (PCBs). TEC conducted the environmental drilling and sampling using its in-house drill rig and crew.

TEC developed and implemented a monitoring program as well as Environmental Health and Safety parameters to address potential contaminants and worker exposure during excavation and below ground construction activities.



## ARTICLE 8: EXPERIENCE

### GROUND PENETRATING RADAR

- 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**

TEC # 62579

Completed August 2022

Project: GM Lake Orion Assembly Plant Paint Shop

Project Address: 4555 Giddings Rd, Lake Orion, MI 48359

Client: Walbridge - Rusty Ward - 313-442-1432 - rward@walbridge.com

Key Personnel: Ruben Ramos, PE, Justin Ramos

Provided Ground Penetrating Radar (GPR) Subsurface Investigation for utility identification and mapping, prior to construction of the new Paint Shop facility at the GM Lake Orion Plant.

#### **Project 2 Reference Information**

TEC # 61573

Completed April 2021

Project: Orchard Lake St. Mary's Campus

Project Address: 3535 Commerce Rd, West Bloomfield Township, MI 48324

Client: Nowak & Fraus Engineers - Patrick Williams - 248-332-7931 - pwilliams@nfe-engr.com

Key Personnel: Ruben Ramos, PE, Justin Ramos

Provided Ground Penetrating Radar (GPR) Subsurface Investigation for exterior utility identification and mapping, as part of pre-construction planning for various building expansion and site improvement projects.

#### **Project 3 Reference Information**

TEC # 60430

Completed March 2020 to current

Project: Ford Michigan Central Station

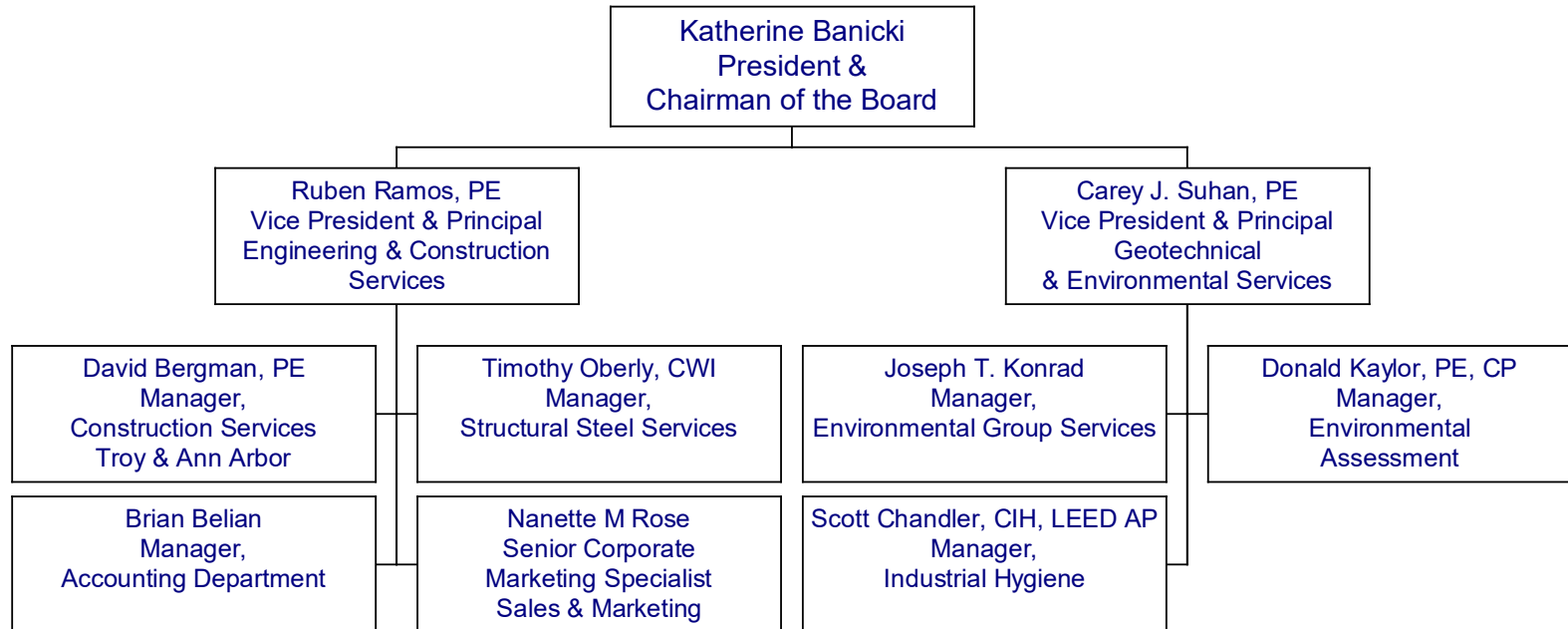
Project Address: 2001 15th St, Detroit, MI 48216

Client: Christman - Dominic Adams - dadams@brinker.com - 313-720-7021

Key Personnel: Ruben Ramos, PE, Justin Ramos

Provided as needed Ground Penetrating Radar (GPR) Subsurface Investigation for interior and exterior buried anomalies and utility identification, as part of the Michigan Central Station refurbishment project.

# Corporate Organization





TESTING ENGINEERS &  
CONSULTANTS, INC.

DAILY FIELD LOG

JOB # 58752

DATE 8/1/19

JOB LOCATION: LLA

ABATEMENT COMPANY/FOREMAN: Hamrich/Dave Root

TIME: IN OUT IN OUT JTK AIRS ANALYZED Ø  
07:00 15:30 14:30 (INCLUDE DFB's)

WORK PROCESS: Intact Removal of Exterior Panels

TYPE OF RESPIRATORS: HALF, FULL, PAPR, TYPE-C OTHER NONE

WORK INSPECTION: DECONTAMINATION UNIT FUNCTIONING PROPERLY: YES NO  
BARRIERS INTACT AND SOUND/ALL AREAS: YES NO  
AIR MONITORS IN PLACE/RUNNING PROPERLY: YES NO  
PROTECTIVE CLOTHING AND EQUIPMENT USED: YES NO  
WARNING SIGNS ON ALL ENTRANCES: YES NO  
NEGATIVE PRESSURE READING: \_\_\_\_\_ #NAMs

EXPLAIN ALL NO ANSWERS: Intact Removal of non-friable ACM

DESCRIBE: TYPE OF CONTAINMENT AND REMOVAL/METHODS USED/DAILY  
EVENTS/INSPECTIONS/UNUSUAL EVENTS/LIST TIMES IN MILITARY

0700 - Hamrich onsite having AM meet to discuss team  
tasks, issues encountered, safety @ safety issues;

0730 - JTK does perimeter walk; perlite has not  
been cleaned up yet; JTK mentions to  
Dave Root to clean perlite

0830 - Hamrich placing metal bands on fire damaged panels  
to try to stiffen them up to prevent perlite leakage;  
they had two/panel now going to 4-6 depending on  
damage; Hamrich working on Northeast, Southeast

TECHNICIANS SIGNATURE: JTK



TESTING ENGINEERS &  
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DAILY FIELD LOG

PAGE: 2 OF 3

DATE: 8/1/19

JOB # 58752

0830 cont. - and west side of ULA

0930 - JTK observes fire damaged panel removal  
pouring out perlite; JTK takes pictures  
and sends to Donna Rice; JTK explains  
that this will not work for Tom Tuskey; DR  
says she will send out email to TT & Hamrich  
regards need to do constant/fulltime clean-up  
of perlite;

1030 - Donna Rice sends Hamrich email requesting  
perlite cleanup on Cobo deck be done  
regularly if not full time;

- Tom L. responds that they will do it twice a day;  
- Donna R. responds that will not be enough

1200 - Hamrich on lunch brk

1300 - Hamrich back from lunch break

1400 - JTK does perimeter walk; perlite not cleaned  
yet; Hamrich commits to putting 2 ppl on it  
first thing in the morning

TECHNICIANS SIGNATURE: JTK ed



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DAILY FIELD LOG  
PAGE: 3 OF 3

DATE: 8/1/19

JOB # 58752

1500 - Fairly quite onsite; moving crane from North side to the east side on coho deck; crane operator marking coho deck for cribbing blocks; Tom L. to verify proper placement;

1530 - JTK offsite; John Marannian (Hornich Asbestos Superintendent) texts JTK; wants to look at Pedestrian Bridge Roof for setup, is on his way 30 min.; JM onsite review Ped bridge work

1630 - JTK offsite

TECHNICIANS SIGNATURE: JTK - d



TESTING ENGINEERS &  
CONSULTANTS, INC.

DAILY FIELD LOG

JOB# 58752

DATE 8/2/19

JOB LOCATION: JLA

ABATEMENT COMPANY/FOREMAN: Homrich

TIME: 0700 IN OUT        IN OUT        AIRS ANALYZED         
(INCLUDE DFB's)

WORK PROCESS: Panel Removal

TYPE OF RESPIRATORS: HALF, FULL, PAPR, TYPE-C OTHER       

WORK INSPECTION: DECONTAMINATION UNIT FUNCTIONING PROPERLY: YES NO  
BARRIERS INTACT AND SOUND/ALL AREAS: YES NO  
AIR MONITORS IN PLACE/RUNNING PROPERLY: YES NO  
PROTECTIVE CLOTHING AND EQUIPMENT USED: YES NO  
WARNING SIGNS ON ALL ENTRANCES: YES NO  
NEGATIVE PRESSURE READING:        #NAMs       

EXPLAIN ALL NO ANSWERS: NEA

DESCRIBE: TYPE OF CONTAINMENT AND REMOVAL/METHODS USED/DAILY  
EVENTS/INSPECTIONS/UNUSUAL EVENTS/LIST TIMES IN MILITARY

0700 TEC and Homrich arrive on site.

0730 TEC does morning walk thru with  
Tom Turkey & Jim Nactman. Tom Turkey  
said that the 2 cranes up on the COBO  
deck are too close (8' apart) & they need  
to be 20' apart. Tom could not find the  
documentation saying that.

0800 TEC does perimeter walk of JLA &  
everything looks good.

TECHNICIANS SIGNATURE: 



TESTING ENGINEERS &  
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DAILY FIELD LOG

PAGE: 2 OF 2

DATE: 8/2/19

JOB # 58752

0815 Homrich Superintendent Dave Root informed JLR that he read the Daily Field Log & knows nothing about the crane/lift requirement of having to be 20' apart. Dave asked JLR to let him know what Tom Tustey Finds.

1030 Spoke to Dave Root & he said that Homrich would be cleaning up perlite all around the site.

1130 JLR does perimeter walk of JLA and observes a "perlite snow" as Homrich removes a panel on the COBO Deck. JLR also observes ~4" of perlite on the ground

1145 ~~Root~~ Homrich goes to lunch

1330 JLR spoke with Dave Root about creating a schedule/plan to help contain

TECHNICIANS SIGNATURE: 



TESTING ENGINEERS &  
CONSULTANTS, INC.

DAILY FIELD LOG

PAGE: 2 OF 2

DATE: 8/12/19

JOB # 58752

1330 cont'd Contain/cleanup the perlite debris.  
Tom Lantagne informed TEC that  
the perlite was cleaned up on 8/1/19.  
It does not appear it has been cleaned.  
Hemrich started cleaning the 2 major areas  
1) on Cobo Deck 2) Under Cobo Deck.

TECHNICIANS SIGNATURE: \_\_\_\_\_





TESTING ENGINEERS &  
CONSULTANTS, INC.

### DAILY FIELD LOG

JOB # 58752

DATE 8/4/19

JOB LOCATION: JLA

ABATEMENT COMPANY/FOREMAN: \_\_\_\_\_

TIME: IN OUT IN OUT AIRS ANALYZED \_\_\_\_\_  
0600: \_\_\_\_\_: \_\_\_\_\_: (INCLUDE DFB's)

WORK PROCESS: Setting up railing on pedestrian bridge from

TYPE OF RESPIRATORS: ~~HALE~~ FULL, PAPR, TYPE-C OTHER \_\_\_\_\_

WORK INSPECTION: DECONTAMINATION UNIT FUNCTIONING PROPERLY: ☒ YES ☐ NO  
BARRIERS INTACT AND SOUND/ALL AREAS: ☒ YES ☐ NO  
AIR MONITORS IN PLACE/RUNNING PROPERLY: ☒ YES ☐ NO  
PROTECTIVE CLOTHING AND EQUIPMENT USED: ☒ YES ☐ NO  
WARNING SIGNS ON ALL ENTRANCES: YES NO  
NEGATIVE PRESSURE READING: \_\_\_\_\_ #NAMs \_\_\_\_\_

EXPLAIN ALL NO ANSWERS: \_\_\_\_\_

DESCRIBE: TYPE OF CONTAINMENT AND REMOVAL/METHODS USED/DAILY  
EVENTS/INSPECTIONS/UNUSUAL EVENTS/LIST TIMES IN MILITARY

0600 TEC/Homrich arrive on site. JLR speaks  
with Jon Morawian & explains that if  
he needs to cut into the flashing, they  
must wear Full ppe

0700 All is good

0800 All is good

0900 All is good

1000 Homrich completes the hand rail

Homrich & TEC leave site for the day

TECHNICIANS SIGNATURE: 



TESTING ENGINEERS &  
CONSULTANTS, INC.

GA

DAILY FIELD LOG

JOB # 58752

DATE 8/5/19

JOB LOCATION: JLA

ABATEMENT COMPANY/FOREMAN: Homrich

TIME: IN OUT IN OUT AIRS ANALYZED  
0700: : : (INCLUDE DFB's)

WORK PROCESS: Panel Removal

TYPE OF RESPIRATORS: HALF, FULL, PAPR, TYPE-C OTHER

WORK INSPECTION: DECONTAMINATION UNIT FUNCTIONING PROPERLY: YES  
BARRIERS INTACT AND SOUND/ALL AREAS: YES  
AIR MONITORS IN PLACE/RUNNING PROPERLY: YES  
PROTECTIVE CLOTHING AND EQUIPMENT USED: YES  
WARNING SIGNS ON ALL ENTRANCES: YES  
NEGATIVE PRESSURE READING: #NAMs

EXPLAIN ALL NO ANSWERS: NEA

DESCRIBE: TYPE OF CONTAINMENT AND REMOVAL/METHODS USED/DAILY  
EVENTS/INSPECTIONS/UNUSUAL EVENTS/LIST TIMES IN MILITARY

0700 Homrich/TEC arrive on site. Homrich  
goes thru the safety meeting.

0800 TEC does perimeter walk of JLA  
& everything looks good. Dave Root  
agreed to try & keep the crane/Lift  
20' apart from each other.

1015 JR does perimeter walk of JLA. All  
looks good

1100 TEC gets the go ahead to get access

TECHNICIANS SIGNATURE:



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CONSULTANTS, INC.

DAILY FIELD LOG

PAGE: \_\_\_\_ OF \_\_\_\_

DATE: 8/5/19

JOB # 58752

1100 to the below deck of COBO to install  
weather/Dust monitor. Still waiting  
to find out about access with truck/trailer  
for the COBO Deck.

1200 Homrich goes to lunch.

- TEC LUNCH

1300 - HOMRICH REMOVING PANELS ON THE SOUTHWEST  
CORNER OF JOE LOUIS ARENA

1400 - TEC CONTINUE TO SET-UP WEATHER / DUST  
MONITORS, A SOLAR POWERED UNIT

1530 - TEC MONITORING HOMRICH WORK ONSITE

1600 - HOMRICH CONTINUE TO REMOVE PANELS FROM  
THE ROOF AND THE SOUTHWEST END OF THE JOE  
LOUIS ARENA

1730 - HOMRICH AND TEC ONSITE

TECHNICIANS SIGNATURE: \_\_\_\_\_

us Kelly



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CONSULTANTS, INC.

### DAILY FIELD LOG

JOB # 5875Z

DATE AUG 06, 2019

JOB LOCATION: JOE LOUIS ARENA

ABATEMENT COMPANY/FOREMAN: \_\_\_\_\_

TIME:      IN    OUT      IN    OUT      AIRS ANALYZED \_\_\_\_\_  
             7:00 :      :      (INCLUDE DFB's)

WORK PROCESS: PANEL REMOVAL

TYPE OF RESPIRATORS: HALF, FULL, PAPR, TYPE-C OTHER \_\_\_\_\_

WORK INSPECTION:      DECONTAMINATION UNIT FUNCTIONING PROPERLY: YES NO  
                                 BARRIERS INTACT AND SOUND/ALL AREAS: YES NO  
                                 AIR MONITORS IN PLACE/RUNNING PROPERLY: YES NO  
                                 PROTECTIVE CLOTHING AND EQUIPMENT USED: YES NO  
                                 WARNING SIGNS ON ALL ENTRANCES: YES NO  
                                 NEGATIVE PRESSURE READING: \_\_\_\_\_ #NAMS \_\_\_\_\_

EXPLAIN ALL NO ANSWERS: \_\_\_\_\_

DESCRIBE: TYPE OF CONTAINMENT AND REMOVAL/METHODS USED/DAILY  
EVENTS/INSPECTIONS/UNUSUAL EVENTS/LIST TIMES IN MILITARY

07:00 - TEC (KENNETH W. KELLEY) ONSITE  
- HOMRICH ONSITE (SEE SIGN-IN SHEET)  
- HOMRICH PREPARING TO REMOVE THE EXTERIOR  
PANELS, UTILIZING THE FOLLOWING EQUIPMENT:  
1. CRANE W/ OPERATOR  
2. BOOM (LARGE EXTENDED MAN-LIFT/BASKET)  
3. INSULATION VACUUM (2), FOR LOBBY ROOF AND JOE LOUIS  
ARENA

08:00 HOMRICH REMOVING EXTERIOR PANEL ON THE

TECHNICIANS SIGNATURE: K. W. KELLEY



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DAILY FIELD LOG

PAGE: 2 OF     

DATE: AUG 06, 2019

JOB # 58752

ROOF NORTH END AND THE GROUND NORTHEAST END

0930 - HOMRICH CONTINUE TO REMOVE THE PANELS

1030 - TEC MONITORING THE WORK ACTIVITIES OF HOMRICH

REMOVING THE EXTERIOR PANELS

NOTE: TEC PERSONNEL ONSITE (LANG KONRAD AND MADSEN KONRAD)

12:00 - TEC COLLECTING ROOF SAMPLES (WEST <sup>WALKWAY</sup> PED ON JLA SIDE)

1200 - LUNCH

1300 - HOMRICH <sup>WILL</sup> MOVE THE DUST <sup>SAMPLER</sup> ~~COLLECTOR~~ BOX OF TEC

FROM THE ~~WEST~~ <sup>EAST</sup> SIDE OF THE LIGHT POLE IN WHICH THE

DUST SAMPLER IS CURRENTLY STATIONED, TO THE

~~SOUTH~~ <sup>WEST</sup> SIDE OF THE SAME LIGHT POLE, ON AUG 07, 2019

1445 - CURRENT WEATHER CONDITION IS RAIN AND 79° ~~DEGREES~~

1500 - HOMRICH CONTINUE TO WORK IN TH RAIN

1600 - TEC CONTINUE TO MONITORING ALL WORK ACTIVITIES

1730 - TEC AND HOMRICH OFFSITE

NOTE: HOMRICH HAD AN AFTER LUNCH TOOL BOX MEETING

WITH THE HOMRICH CREW

TECHNICIANS SIGNATURE: K. W. Kelley



TESTING ENGINEERS &  
CONSULTANTS, INC.

### DAILY FIELD LOG

JOB# 58752

DATE AUG 07, 2019

JOB LOCATION: JOE LOUIS ARENA

ABATEMENT COMPANY/FOREMAN: HOMRICH

TIME: IN OUT IN OUT AIRS ANALYZED \_\_\_\_\_  
(INCLUDE DFB's)

WORK PROCESS: PANEL(S) REMOVAL

TYPE OF RESPIRATORS: HALF, FULL, PAPR, TYPE-C OTHER \_\_\_\_\_

WORK INSPECTION:

DECONTAMINATION UNIT FUNCTIONING PROPERLY:	YES	NO
BARRIERS INTACT AND SOUND/ALL AREAS:	YES	NO
AIR MONITORS IN PLACE/RUNNING PROPERLY:	YES	NO
PROTECTIVE CLOTHING AND EQUIPMENT USED:	YES	NO
WARNING SIGNS ON ALL ENTRANCES:	YES	NO
NEGATIVE PRESSURE READING:	_____ #NAMs	

EXPLAIN ALL NO ANSWERS: \_\_\_\_\_

DESCRIBE: TYPE OF CONTAINMENT AND REMOVAL/METHODS USED/DAILY  
EVENTS/INSPECTIONS/UNUSUAL EVENTS/LIST TIMES IN MILITARY

07:00 - TEC (KENNETH W. KELLEY) ONSITE

- HOMRICH ONSITE (SEE SIGN-IN SHEET)

- HOMRICH WORKING ON THE EAST AND NORTH SIDE

OF THE JOE LOUIS ARENA REMOVING THE EXTERIOR

PANELS WITH THE FOLLOWING EQUIPMENT:

1) CRANE

2) BOOM (MAN-LIFTS)

3) SKY TRAKS

4) POWER DEBRIS VACUUM

TECHNICIANS SIGNATURE: K. W. Kelley



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DAILY FIELD LOG

PAGE: 2 OF       

DATE: AUG 07, 2019

JOB # 58752

0800: HOMRICH REMOVING PANEL

1000 - TEC AND HOMRICH IN A MEETING WITH THE CITY  
OF DETROIT

12:00 - LUNCH

1300 - HOMRICH MOVED THE DUST SAMPLER ON THE  
NORTHEAST END THE JOE LOUIS ARENA, A SKY TRAK  
AND A BOB CAT WAS USED TO MOVED TO DUST SAMPLER  
TO IT'S NEW LOCATION

NOTE: THE GRASSY AREA WAS DAMAGED, TEC USED  
A RAKE AND SHOVEL TO PUT THE SOIL AND GRASS  
IN PLACE (BACK)

1430 - HOMRICK CLEANING-UP THE BROKEN SANDBAG AROUND  
THE PERIMETER OF THE ARENA,

NOTE: ALL DAMAGED SAND BAGS WILL BE REPLACED

1400 - TEC MONITORING ALL WORKSITE ACTIVITIES

17:30 TEC AND HOMRICK OFFSITE

TECHNICIANS SIGNATURE:  W. Kelly



## Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249  
(248) 588-6200 or (313) T-E-S-T-I-N-G • Fax (248) 588-6232  
[www.testingengineers.com](http://www.testingengineers.com)

September 23, 2019

Donna Rice  
Detroit Building Authority  
1301 Third Street, Suite 328  
Detroit, MI 48226

RE: Joe Louis Arena Asbestos/Haz-Mat Abatement August 2019, Monthly Report

Dear Ms. Rice,

Testing Engineers and Consultants, Inc. (TEC) is pleased to provide a Monthly Project Status Report for August 2019.

Enclosed please find a summary of the Asbestos/Haz-Mat abatement activities in connection with the Joe Louis Arena. The information is intended to provide updates to the project team. Included is information regarding key events, milestones, progress, budgetary status, schedule updates, and photo documentation.

TEC appreciates the opportunity to be part of the Joe Louis Demolition Team. If you should have and questions or require additional information please contact at 248-588-6200.

Sincerely,

A handwritten signature in black ink, reading "Joseph T. Konrad". The signature is fluid and cursive, with the first name "Joseph" and last name "Konrad" clearly legible.

Joseph T. Konrad  
Sr. Project Manager

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All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION  
OFFICES IN ANN ARBOR, DETROIT, AND TROY  
FOUNDED IN 1966



**Draft** Asbestos/Haz-Mat Abatement  
Monthly Progress Report  
of

The Joe Louis Arena  
19 Steve Yzerman Drive  
Detroit, Michigan 48226



Prepared for  
The City of Detroit Building Authority  
1301 Third St., Suite 328  
Detroit, Michigan 48226

*Madison Konrad*

Madison Konrad  
Project Manager

*Joseph T. Konrad*

Joseph T. Konrad  
Sr. Project Manager

Prepared by



Testing Engineers and Consultants, Inc. (TEC)  
1343 Rochester Road, PO Box 249  
Troy, Michigan 48099-0249

TEC Project Number: 58752

September 23, 2019



## Testing Engineers & Consultants, Inc.

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FOUNDED IN 1966



## **1.0 BACKGROUND**

The Joe Louis Arena (Project Site) is located at 19 Steve Yzerman Drive in Wayne County, Michigan, along the Detroit River and is bounded by a parking lot on the east and north, Cobo Civic Center on the west and the Detroit River on the south.

Joe Louis Arena is a former ice hockey arena located in Downtown Detroit along the river and is scheduled for demolition. As part of the project development, The Detroit Building Authority (DBA) retained the services of Testing Engineers and Consultants, Inc. (TEC) to provide project related environmental and industrial hygiene services.

TEC recently completed a Phase I Environmental Site Monitoring (ESA), and a Phase II ESA for the Subject Property that revealed the following recognized environmental conditions:

### Phase I Recognized Environmental Conditions (RECs)

1. Multiple historical uses, including the storage and use of hazardous substances and petroleum products, has occurred at the Subject Property and adjoining properties during periods of time before environmental awareness and regulation. Although no specific indications of releases were identified on the Subject Property or other properties except for Cobo Center, the number of potential sources of releases and the potential length of time during which the sources were present are considered to be an REC.
2. The east-adjoining Cobo Center is a Baseline Environmental Monitoring (BEA) site indicating that contamination is known to exist there, and therefore is considered to be an REC.
3. The Subject Property is riverfront land that has, at least in part, been filled to expand the useable land area. In TEC's experience, much of the fill material added to the Detroit riverfront is contaminated. The contamination often consists of metals and polynuclear aromatics; other contaminants may be present. In addition, the Phase II ESA revealed the following:

### Phase II ESA Findings

1. Some VOCs were detected at concentrations above the method detection limits (MDLs). None of the detected concentrations in exceeded Michigan Department of Environmental Quality (DEQ) Generic Cleanup Criteria and Screening Levels ("criteria") for soil; some VOCs exceeded criteria for groundwater.
2. Some PNA compounds were detected at concentrations above MDLs. Phenanthrene was detected at a concentration exceeding the Groundwater Surface Water Interface Protection (GSIP) criterion for soil associated with residential and nonresidential land use. PNAs in water samples exceeded the Drinking Water (DW) and Groundwater Surface Water Interface (GSI) criteria.



3. Multiple metals were detected above MDLs. Arsenic, lead, selenium, and mercury were detected at a concentration above various criteria in each of the sixteen soil samples [i.e., Residential Direct Contact (DC), Drinking Water Protection (DWP), GSIP, and Residential and Nonresidential Media-Specific Volatilization to Indoor Air Recommended Interim Action Screening Levels (RIASLs)].

In addition, an Asbestos/Hazardous Material Assessment was completed for the JLA building.

A total of **509** samples were collected from **119** suspect asbestos-containing homogeneous materials identified during the assessment. The samples were analyzed by polarized light microscopy (PLM). Additionally, **29** samples were analyzed further using Transmission Electron Microscope Method (TEM) to identify asbestos, if any, in the samples that contained vermiculite. A material is considered by the U.S. Environmental Protection Agency (EPA), the U.S. Occupational Safety and Health Administration (OSHA) and the State of Michigan to be ACM if PLM results detect greater than one percent (>1%) asbestos.

**Six ACMs (>1% asbestos) were identified through laboratory analysis during this investigation.**

- Flat Gasket material associated with the Boilers; 2 Boilers in Boiler Room
- Heat Converter Insulation; one unit in the Boiler Room
- *Red Firestop (NAD)*/Insulation/Drywall Ceiling; 4th Floor Ceiling
- Black Sink Undercoating; five sinks in Suites on 4th Floor
- Roof Flashing; on the entire perimeter of each roof level, and around all vents, fans, etc.
- Exterior Perimeter Wall

**The following materials were not sampled and are assumed to be ACM:**

- Fire Rated Door Walls (9 in 5th Floor Television Production Area and the remaining 41 in the stairwells and throughout the building; a total of 50)
- Grout and marble bed associated with 12"x 12" Brown Marble Flooring – 3rd Floor Suites
- Grout and marble bed associated with 18"x 18" Brown Marble Flooring – 3rd Floor Suites
- Adhesive behind Mirrors
- Adhesive on Marble/Granite/Stone Counter Tops
- 3rd Floor Drywall Ceiling w/Assumed Red Fire Stop/Insulation



## **2.0 Significant Events/Dates:**

The City of Detroit identified Homrich as the asbestos abatement contractor. Homrich was selected to be on the short list by an evaluation team. The award of the asbestos abatement contract was made to Homrich by the City and subsequently approved by the Detroit Building Authority (DBA).

- August 1, 2019- While removal of Exterior Panels, Perlite is pouring out of the panels and is covering the ground. Donna Rice from the DBA has asked Homrich to regularly cleanup the Perlite as needed. Dave Root said that they would cleanup the Perlite in the AM on 8/2/19.
- August 2, 2019- During morning walk through with Tom Tuskley, Jim Nachtman on the COBO Deck, Tom noticed the two cranes on the deck were too close together (approximately 8' apart). Tom Tuskey believed that the Required distance is 25' apart. Tom said that he would send the documentation showing the 25' rule. Tom Tuskey never found the documentation.
- August 4, 2019- Homrich Installs handrail on the People Mover side of the Pedestrian Walk-Way Bridge.
- August 5, 2019- Dave Root was did not attend the meeting on August 2<sup>nd</sup>. Dave has agreed to keep the cranes 20' apart.
- August 6, 2019- TEC collects roof samples (ACM) on the Pedestrian Bridge Walk-Way.
- August 7, 2019- No significant Events.
- August 8, 2019- HOMRICH stopped work because the man lift wasn't level. The duration of stoppage was approximately 30 minutes.
- August 9, 2019 – No significant Events.
- August 10, 2019- No significant Events.
- August 12, 2019- No significant Events.
- August 13, 2019-HOMRICH does major cleanup of Perlite along the COBO side of JLA under the deck.
- August 14, 2019- No significant Events.
- August 15, 2019 – TEC reminded Homrich to be cleaning up perlite that has fallen out of panels with a vacuum periodically.
- August 16, 2019 – No significant Events.
- August 17, 2019 - No significant Events.
- August 19, 2019 – No significant Events.
- August 20, 2019: Forrest Goyette (Qualified) on-site to look at the pedestrian



walkway roof for bid. TEC reminds Homrich of on-site housekeeping.

- August 21, 2019 – No significant Events.
- August 22, 2019 – No significant Events.
- August 23, 2019 – No significant Events.
- August 26, 2019 – No significant Events.
- August 27, 2019 – Homrich begins to demobilize their equipment from site. Donna Rice on-site. Homrich cleans up perlite that has fallen from panels.
- August 28, 2019 – Homrich continues to demobilize and clean the site of any perlite and/or debris.
- August 29, 2019 – No significant Events.
- August 30, 2019 – No significant Events.

### **3.0 Budget Review**

TEC received a Notice to Proceed (NTP) for Joe Louis Arena Decommissioning, dated March 19, 2018 (as attached). The NTP identifies the scope of work as environmental due diligence with a Not-to-Exceed amount of \$375,000.00.

In addition to this base budget, TEC has also been requested to provide proposals to conduct Fugitive Dust Monitoring and Vibration Movement Monitoring. TEC received an approval to proceed with the Fugitive Dust Monitoring Proposal services in an email sent to TEC from the COD on October 11, 2018 (as attached). TEC proceeded to purchase the fugitive dust air monitoring equipment and outfitted each of the six approved monitoring stations with weather stations at the request of the COD. TEC prepared a fugitive dust monitoring plan and the plan was reviewed by the City, the Detroit Transportation Authority (DTA) and their consultant. TEC received the review comments from the COD, the DTA and their consultant and issued a response.

TEC mobilized the fugitive dust equipment to the site on December 17/18, 2018 and began fugitive dust monitoring on December 19, 2018 and monitored 24 hours a day, 7 days a week for 3 weeks. The COD questioned why we were monitoring during asbestos abatement. TEC responded by referring to the approved proposal that outlined 13 months of monitoring during asbestos abatement and demolition activities. The COD asked TEC to stop monitoring during abatement since they did not think it was necessary. The COD communicated this request in an email (as attached). TEC discontinued monitoring and requested a carrying charge to avoid demobilization and remobilization fees; the City agreed to a \$5,000 carrying charge to keep the fugitive dust monitoring equipment onsite until the demolition started (see attached approval email).

TEC received a phone call from the COD on February 7, 2019 and TEC was informed that the City needed to bid the fugitive dust monitoring in order to award the work. TEC responded on this phone call by pointing out that TEC had already purchased the



equipment, prepared a work plan, mobilized to the site, conducted baseline testing, and prepared a monthly report. That the COD, the DTA and their consultant had reviewed the work plan and that TEC had accrued costs to provide the City with the work products to date. The COD responded by saying that they were aware of that and that the base budget should cover these services. The dollar value of the purchase of equipment, the monitoring plan preparation, mobilization, rental fee and maintenance of the equipment totals approximately \$150,000.

Based on the request to stop monitoring during asbestos/haz-mat abatement the overall price of the fugitive dust monitoring would be reduced. Please find the revision number two to TEC's fugitive dust proposal reflecting a shortened schedule (as attached).

The Vibration/Movement Monitoring Proposal, as approved by the City of Detroit, dated December 7, 2018 totaled \$242,152.00 (as attached). The City has not approved this work and informed TEC that they needed to bid the work out in order to make an award.

Through March of 2019, TEC has submitted eight invoices. Copies of invoices 1-6 have been provided in previous Monthly Reports. Invoice No. 1, dated July 31, 2018, totaled \$18,672; Invoice No. 2 dated July 31, 2018, totaled \$2,600; Invoice No. 3 August 8, 2018, totaled \$14,915; Invoice No. 4 dated September 30, 2018 totaled \$38,304; Invoice No. 5 dated December 26, 2018 totaled \$40,410; Invoice No. 6 Dated January 15, 2019 totaled \$39,847.50; Invoice No. 7, dated February 15, 2019, totaled \$42,591.25; Invoice No. 8, dated February 28, 2019, totaled \$49,900.00; Invoice No. 9, dated March 31, 2019, totaled \$23,615.00; Invoice No. 10, dated April 30, 2019, totaled \$13,715.00; Invoice No. 11, dated May 31, 2019, totaled \$17,095.00; Invoice dated June 30, 2019, totaled \$13,055.00; Invoice dated August 10, 2019 (for July services), totaled \$18,360 (as attached); **the total invoiced through August 10, 2019 (for services rendered through July 31, 2019), equaled \$333,079.75; This leaves a total of \$41,920.25 in available budget from the initial \$375,000 contract amount to complete the project.**

## 4.0 SCHEDULE

### Schedule Overview

- November 14, 2018 – TEC conducts baseline air sample testing;
- December 5, 2018 – Homrich mobilizing to Joe Louis Arena;
- December 29, 2018 – Homrich completes set-up of the West half of the arena  
Establishes negative pressure @ -0.02 and begins removal of 4<sup>th</sup> floor ceiling;
- Completion of gross removal in west half by January 15, 2019;
- Completion of gross removal in east half of the Arena by January 31, 2019.\_
- SEN/Select completed selective removal of electric/copper, aluminum,



plumbing/copper, ferrous metals, cable trays/aluminum, and first floor transformers in March; Homrich removed balance of the universal wastes not taken by SEN/Select (i.e., transformers, and hoists) in March.

- April 22, 2019 Adamo mobilizes to the site.
- June 3, 2019 Adamo turns site over to Homrich for exterior panel removal.
- June 5, 2019 Homrich mobilizing to site to do exterior panel removal.
- June 12, 2019 Homrich completes first “full panel” removal.
- July 17, 2019 Homrich approximately 50% completed on Exterior Panel Removal.
- July 16 to July 26, 2019 Homrich to suspend work on COBO Deck due to NAACP National Convention in town. of 2019; Homrich to return to remove exterior perimeter panels and lead sheeting on rooftop vent pipes.
- July 31, 2019 Homrich approximately 77% complete on exterior panel removal.

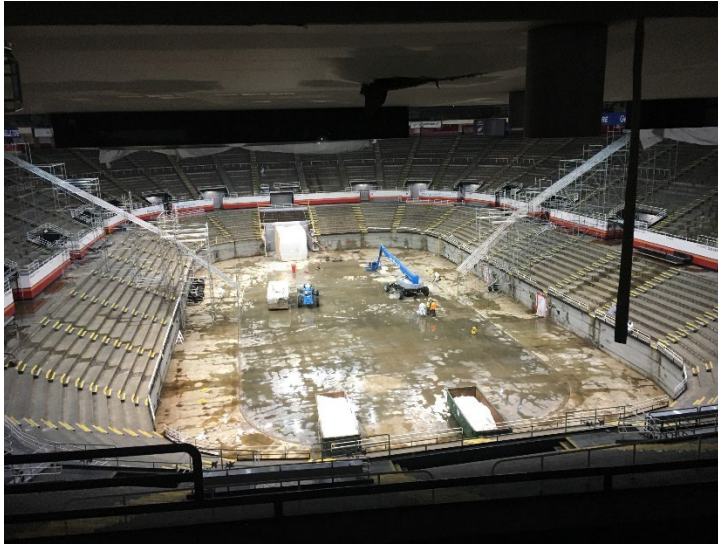
#### Look Ahead – September

- Adamo scheduled to return to site to re-start demolition on September 3, 2019.
- Qualified scheduled to start removal of ACM roofing on September 9, 2019.





## 5.0 SITE PHOTOGRAPHS



Typical activity in the arena during the final cleaning process– February 5, 2019.

## **SECTION 6 REFERENCES**

- Project Experience Matrix
- References (Section 5 w/Questionnaire)

**SECTION 6  
REFERENCES**

TEC has a long history of providing professional environmental and consulting services on similar projects for federal, state and local governments. We are proud of the relationships we have built in our 56 year history and encourage DTMB to contact any of the references provided for a review of our credentials, ability and professionalism.

*Project References are enclosed in the Questionnaire in Section 5.*

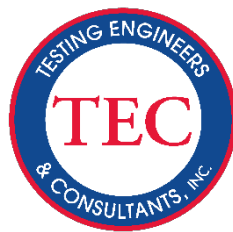
SIMILAR PROJECTS	1. Asbestos/lead/mold/biohazard/free product/regulated wastesurvey/abatement	2. Ground penetrating radar (GPR)	3. Phase I & II/BEA	4. Environmental roto sonic drilling/well abandonment	5. Environmental investigation/characterization	6. UST removal/demo/soil excavation	7. Brownfield development	8. Vapor Intrusion
Former Joe Louis Arena Demolition	●		●		●		●	
Former Sisters of Mercy Campus	●		●				●	
Former C & C Bump Shop						●		
Residential Heating Oil UST						●		
Henry Ford Health System						●		
Michigan Dept of Transportation-Parcels	●							
Great Revelations Academy			●		●			●
Heroes Alliance			●	●				
WSU Hilberry / Gateway					●		●	●
3111 Industrial			●		●			●
GM Lake Orion Assembly Plant Paint Shop		●						
Orchard Lake St. Mary's Campus		●						
Ford Michigan Central Station		●						
HFHS Cancer Center Campus				●				
Gordie Howe International Bridge				●				

*Cost Proposal to Provide:*  
**Environmental Consulting Services for  
ISID 2023 Contract**

*Submitted to:*  
**State of Michigan  
Department of Technology, Management and Budget  
Facilities and Business Services Administration,  
Design and Construction Division**

*Submitted by:*  
**Testing Engineers & Consultants, Inc.**

**TEC Proposal #020-23-001  
January 12, 2023**



***“Engineering Client Success”***





## Testing Engineers & Consultants, Inc.

1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249  
(248) 588-6200 or (313) T-E-S-T-I-N-G • Fax (248) 588-6232  
[www.testingengineers.com](http://www.testingengineers.com)

January 12, 2023

TEC Proposal #020-23-001

Mr. Indumathy Jayamani  
DCD Project Director  
State of Michigan  
Department of Technology, Management & Budget  
State Facilities Administration  
Design and Construction Division  
3111 West St. Joseph Street  
Lansing, MI 48909

**Re: Cost Proposal to Provide Environmental Consulting Services for  
ISID 2023 Contract**

Dear Mr. Jayamani:

Testing Engineers & Consultants, Inc. (TEC) is pleased to present the following technical proposal to provide environmental consulting services. TEC brings an experienced and comprehensive ensemble of professionals to DTMB as outlined in the enclosed documentation. TEC will effectively implement all necessary tasks associated with DTMB projects as outlined in the Request for Proposal (RFP) and clarified in subsequent Addenda #1 and #2. TEC will provide environmental engineering consulting services as indicated, as well as leadership and coordination, and lead contact to DTMB. TEC agrees with the general conditions of the RFP and commits to providing the State with the services detailed in the RFP.

Our Project Manager is Mr. Donald Kaylor, PG, EP. Mr. Kaylor is the Manager of Environmental Assessment at TEC and has 28+ years of environmental engineering consulting experience and over 35 years of professional experience. Mr. Kaylor will be the primary contact and liaison with the State and will assume the overall project management Team responsibilities of the DTMB projects. Mr. Kaylor will ensure strict adherence to approved budgets and schedules and will make sure the appropriate and necessary personnel/resources from TEC and the Team are available as needed. Mr. Kaylor can be reached as follows:

Mr. Donald Kaylor, PG, CP  
Manager, Environmental Assessment  
Testing Engineers & Consultants, Inc.  
1343 Rochester Road  
Troy, Michigan 48083

Tel: 248.588.6200  
Fax: 248.585.9519  
Cell: 810-599-4512  
[dkaylor@tectest.com](mailto:dkaylor@tectest.com)

Thank you for the opportunity to present our proposal for your review and consideration. We look forward to presenting our capabilities to you in person at your convenience. Should you have any questions or require further information, please do not hesitate to call us at (248) 588-6200.

Copyright 2023 Testing Engineers & Consultants, Inc. All rights reserved.

All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

CONSULTING ENGINEERS & FULL-SERVICE PROFESSIONAL TESTING AND INSPECTION  
OFFICES IN ANN ARBOR, DETROIT, AND TROY  
FOUNDED IN 1966

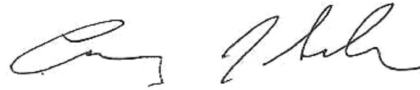
Mr. Indumathy Jayamani  
State of Michigan – DTMB  
January 12, 2023

Thank you for your consideration.

Respectfully submitted,  
**TESTING ENGINEERS & CONSULTANTS, INC.**

A handwritten signature in blue ink, appearing to read "Don Kaylor", with a long horizontal flourish extending to the right.

Donald Kaylor, PG (IN, TN), CP (MI)  
Manager, Environmental Assessment

A handwritten signature in blue ink, appearing to read "Carey J. Suhan", with a long horizontal flourish extending to the right.

Carey J. Suhan, PE  
Vice President, Geotechnical  
& Environmental Services

Enclosure

**POSITION CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION**

**PROFESSIONAL SERVICES – 2023  
ENVIRONMENTAL ISID**

**Firm Name** Testing Engineers & Consultants, Inc.

**Yearly Hourly Billing Rate Increase** ~3%

Level	Employee(s) Name	Position/Classification	Year 2023	Year 2024	Year 2025	Year 2026
P4	Carey Suhan, PE	Principal	\$170.00	\$176.00	\$181.00	\$186.00
P4	Donald Kaylor, CPG, EP	Sr. Geologist/ Project Mgr	\$120.00	\$124.00	\$128.00	\$132.00
P3	Scott Chandler, CIH	Certified Industrial Hygienist	\$140.00	\$145.00	\$149.00	\$153.00
P3	Joseph T. Konrad	Manager, Env. Svcs. Group	\$120.00	\$124.00	\$128.00	\$132.00
P3	Gary Putt, PE	Sr. Project Engineer	\$130.00	\$134.00	\$138.00	\$142.00
P3	Madison Konrad	Sr. Industrial Hygienist	\$90.00	\$93.00	\$96.00	\$99.00
T3	Eric Kliemann	Industrial Hygienist	\$85.00	\$88.00	\$91.00	\$93.00
P1	Jacob Pallach	Industrial Hygienist	\$85.00	\$88.00	\$91.00	\$94.00
P3	Ken Majetic, EP	Sr. Environmental Scientist	\$90.00	\$93.00	\$96.00	\$99.00
P3	Andrew Temerowski, EP	Sr. Environmental Scientist	\$90.00	\$93.00	\$96.00	\$99.00
T3	Joseph Hunter, EP	Sr. Environmental Scientist	\$90.00	\$93.00	\$96.00	\$99.00
T3	Ian Mickle	Sr. Driller	\$85.00	\$88.00	\$91.00	\$94.00
P2	Justin Ramos	Project Manager, Engineering Svcs.	\$130.00	\$134.00	\$138.00	\$142.00
P2	Jordan Ramos	Sr. Inspector	\$90.00	\$93.00	\$96.00	\$99.00
T1	Sarah Marshall	Industrial Hygiene Tech	\$70.00	\$73.00	\$75.00	\$77.00



**POSITION CLASSIFICATION AND EMPLOYEE BILLING RATE INFORMATION**

**PROFESSIONAL SERVICES – 2023**

**ENVIRONMENTAL ISID**

T3	To Be Determined	Field Technician1	\$60.00	\$62.00	\$64.00	\$66.00
T1	To Be Determined	Clerical	\$50.00	\$52.00	\$54.00	\$55.00

\*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 attached "Sample Standard Contract for Professional Services," Article 5, Compensation Text.

\*\* Key Project Personnel

**APPENDIX 3**  
**PROFESSIONAL CERTIFICATION**  
**FORMS**  
**(See pages 134 - 137)**

## **APPENDIX 4**

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

<p align="center"><b>DEPARTMENT OF TECHNOLOGY, MANAGEMENT &amp; BUDGET, VEHICLE AND TRAVEL SERVICES SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES Effective January 1, 2023</b></p>
--

**MICHIGAN SELECT CITIES\***

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

**MICHIGAN IN-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
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	
<b>Per Diem Total</b>	<b>\$92.50</b>	

**OUT-OF-STATE SELECT CITIES\***

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

**OUT-OF-STATE ALL OTHER**

	<b>Individual</b>	<b>Group Meeting (pre-arranged and approved)</b>
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	
<b>Per Diem Total</b>	<b>\$101.50</b>	

Incidental Costs Per Day (with overnight stay)    \$5.00

<b>Mileage Rates</b>	<b>Current</b>
Premium Rate	\$0.655 per mile
Standard Rate	\$0.440 per mile

\* See Select Cities Listing

\*\* Lodging available at State rate, or call Conlin Travel at 877-654-2179 or [www.somtravel.com](http://www.somtravel.com)

**SELECT CITY LIST**  
**SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES**  
**Effective January 1, 2023**

<b>Michigan Select Cities/Counties</b>		
	<b>CITIES</b>	<b>COUNTIES</b>
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
<b>Out of State Select Cities/Counties</b>		
<b>STATE</b>	<b>CITIES</b>	<b>COUNTIES</b>
<b>Alaska</b>	All locations	
<b>Arizona</b>	Phoenix, Scottsdale, Sedona	
<b>California</b>	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
<b>Colorado</b>	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
<b>Connecticut</b>	Bridgeport, Danbury	
<b>District of Columbia</b>	Washington DC (See also Maryland & Virginia)	
<b>Florida</b>	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West, Miami	
<b>Georgia</b>	Brunswick, Jekyll Island	
<b>Hawaii</b>	All locations	
<b>Idaho</b>	Ketchum, Sun Valley	
<b>Illinois</b>	Chicago	Cook, Lake
<b>Kentucky</b>	Kenton	
<b>Louisiana</b>	New Orleans	
<b>Maine</b>	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
<b>Maryland</b>	Baltimore City, Ocean City	Montgomery, Prince George
<b>Massachusetts</b>	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
<b>Minnesota</b>	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
<b>Nevada</b>	Las Vegas	
<b>New Mexico</b>	Santa Fe	
<b>New York</b>	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
<b>Ohio</b>	Cincinnati	
<b>Pennsylvania</b>	Pittsburgh	Bucks
<b>Puerto Rico</b>	All locations	
<b>Rhode Island</b>	Bristol, Jamestown, Middletown, Newport, Providence	Newport
<b>Texas</b>	Austin, Dallas, Houston, L.B. Johnson Space Center	
<b>Utah</b>	Park City	Summit
<b>Vermont</b>	Manchester, Montpelier, Stowe	Lamoille
<b>Virginia</b>	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
<b>Washington</b>	Port Angeles, Port Townsend, Seattle	
<b>Wyoming</b>	Jackson, Pinedale	

## **APPENDIX 5**

### **CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2023

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

<b>PRODUCER</b> Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23  Brighton MI 48114-9861	<b>CONTACT NAME:</b> certs@pciaonline.com <b>PHONE (A/C, No, Ext):</b> (800)969-4041 <b>FAX (A/C, No):</b> (800)969-4081 <b>E-MAIL ADDRESS:</b> certs@pciaonline.com														
<b>INSURED</b> Testing Engineers & Consultants, Inc. 1343 Rochester Road P O Box 249 Troy MI 48099-0249	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Hartford Underwriters Ins. Co.</td><td>30104</td></tr><tr><td>INSURER B: Nutmeg Insurance Co</td><td>39608</td></tr><tr><td>INSURER C: Hartford Ins of Illinois</td><td>38288</td></tr><tr><td>INSURER D: Navigators Insurance Co</td><td>42307</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Ins. Co.	30104	INSURER B: Nutmeg Insurance Co	39608	INSURER C: Hartford Ins of Illinois	38288	INSURER D: Navigators Insurance Co	42307	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Underwriters Ins. Co.	30104														
INSURER B: Nutmeg Insurance Co	39608														
INSURER C: Hartford Ins of Illinois	38288														
INSURER D: Navigators Insurance Co	42307														
INSURER E:															
INSURER F:															

**COVERAGES****CERTIFICATE NUMBER: 22-23 ALL****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		35SBWAK9JHX	3/31/2022	3/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		35UEGGB0193	3/31/2022	3/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			35SBWAK9JHX	3/31/2022	3/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	35WEGAK9HY6	3/31/2022	3/31/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability	N	Y	21 OH 0437993-22	3/31/2022	3/31/2023	Per Claim / Aggregate \$ 5,000,000
D	Pollution Liability	Y	Y	21 OH 0437993-22	3/31/2022	3/31/2023	Per Claim / Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2023 Environmental Services ISID Contract No. 00945.

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract.

**CERTIFICATE HOLDER****CANCELLATION**

<b>The State of Michigan</b> Department of Technology, Management & Budget 3111 W. St. Joseph Street Lansing, MI 48917	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b> Mike Cosgrove/TARUN
--	--

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ACORD 25 (2014/01)

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INS025 (201401)



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;





- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
  - (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
  - (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
  - (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In connection with your premises;
    - (b) In the performance of your ongoing operations performed by you or on your behalf; or
    - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
      - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
      - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

    - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty 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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

- b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV. B.7.B.(6) - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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 damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 35 WEG AK9HY6

**Endorsement Number:**

**Effective Date:** 03/31/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Testing Engineers & Consultant Inc.

PO Box 249

TROY MI 48099

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative



This endorsement, effective 12:01 am, 03/31/2022

forms part

of policy number 21 OH 0437993-22

issued to: TESTING ENGINEERS & CONSULTANTS INC

by: PACIFIC INSURANCE COMPANY, LTD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTUALLY REQUIRED ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under:

DESIGN PROFESSIONALS LIABILITY COVERAGE PART

In consideration of the premium charged, it is understood and agreed that the definition of **Insured(s)** in **SECTION III. DEFINITIONS, (K)**, is amended to include any entity for whom an **Insured** is required by written contract or agreement to provide insurance coverage under this Policy (herein, an "Additional Insured"), but coverage under this Policy is only with respect to **Claims**:

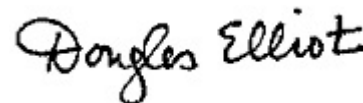
- for any actual or alleged act, error or omission committed or alleged to have been committed by or on behalf of an **Insured Entity** solely in the performance of **Professional Services**; and
- first made after the **Insured** and the Additional Insured entered into such written contract or agreement.

No Additional Insured shall be an **Insured** with respect to any **Claim** arising solely out of such Additional Insured's independent act, error or omission.

Furthermore, Exclusion (E) in **SECTION IV. EXCLUSIONS APPLICABLE TO ALL INSURING AGREEMENTS** is amended to include the following:

Solely for the purposes of this exclusion, **Insured** shall not include any Additional Insured.

All other terms and conditions remain unchanged.



Douglas Elliot, President

This endorsement, effective 12:01 am, 03/31/2022  
of policy number 21 OH 0437993-22

forms part

issued to: TESTING ENGINEERS & CONSULTANTS INC

by: PACIFIC INSURANCE COMPANY, LTD

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR SERVICES COVERAGE ENDORSEMENT**

This endorsement modifies insurance provided under:

DESIGN PROFESSIONALS LIABILITY COVERAGE PART

In consideration of the premium charged, it is understood and agreed that:

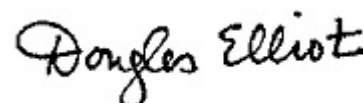
1. The definition of **Professional Services** in **SECTION III. DEFINITIONS, (Q)**, is amended to include the following:

**Professional Services** also includes **Contractor Services**.

2. **SECTION III. DEFINITIONS** is amended to include the following:

**Contractor Services** means drilling, excavation, or other sampling or testing procedures or construction, remediation or operational activities performed by the **Insured** or by the **Insured's** subcontractor, but only when such **Contractor Services** are necessary to the performance of services described in paragraphs (1) and (2) of the definition of **Professional Services**.

All other terms and conditions remain unchanged.



Douglas Elliot, President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2023

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

PRODUCER	CONTACT NAME: certs@pciaonline.com
Professional Concepts Insurance Agency, Inc.	PHONE (A/C, No, Ext): (800)969-4041
1127 South Old US Highway 23	FAX (A/C, No): (800)969-4081
Brighton MI 48114-9861	E-MAIL ADDRESS: certs@pciaonline.com
INSURED	INSURER(S) AFFORDING COVERAGE
Testing Engineers & Consultants, Inc.	INSURER A: Hartford Underwriters Ins. Co.
1343 Rochester Road	INSURER B: Nutmeg Insurance Co
P O Box 249	INSURER C: Hartford Ins of Illinois
Troy MI 48099-0249	INSURER D: Navigators Insurance Co
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 22-23 ALL

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> X, C, U <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		35SBWAK9JHX	3/31/2022	3/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		35UEGGB0193	3/31/2022	3/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			35SBWAK9JHX	3/31/2022	3/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	35WEGAK9HY6	3/31/2022	3/31/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			21 OH 0437993-22	3/31/2022	3/31/2023	Per Claim / Aggregate \$ 5,000,000
D	Pollution Liability			21 OH 0437993-22	3/31/2022	3/31/2023	Per Claim / Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 2023 Environmental Services ISID Contract No. 00945.

The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are considered additional insured's with respects to general and auto liability coverages as long as required within a written contract. Waiver of subrogation in favor of certificate holder and additional insured's as long as required within a written contract.

## CERTIFICATE HOLDER

## CANCELLATION

The State of Michigan Department of Technology, Management & Budget 3111 W. St. Joseph Street Lansing, MI 48917	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike Cosgrove/TARUN <i>Michael Cosgrove</i>

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ACORD 25 (2014/01)

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INS025 (201401)



## BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

### BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

**A. The following is added to Section C. WHO IS AN INSURED:**

**Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

**a. Vendors**

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

**(1)** The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
  - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
    - (i) The exceptions contained in Paragraphs (d) or (f); or
    - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
  - (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- b. Lessors Of Equipment**
- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.
- c. Lessors Of Land Or Premises**
- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
  - (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
    - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
    - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- d. Architects, Engineers Or Surveyors**
- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
    - (a) In connection with your premises;
    - (b) In the performance of your ongoing operations performed by you or on your behalf; or
    - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
      - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
      - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  - (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

    - (i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property



damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

**e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit**

- (1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations performed by you or on your behalf;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if:
    - (i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

#### **1. BROAD FORM INSURED**

##### **A. Subsidiaries and Newly Acquired or Formed Organizations**

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (a) That is a partnership or joint venture,
  - (b) That is an "insured" under any other policy,
  - (c) That has exhausted its Limit of Insurance under any other policy, or
  - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

##### **B. Employees as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

##### **C. Lessors as Insureds**

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
  - (1) The agreement requires you to provide direct primary insurance for the lessor and
  - (2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

##### **D. Additional Insured if Required by Contract**

- (1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:
  - f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (1) During the policy period, and
- (2) Subsequent to the execution of such written contract, and
- (3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - OF SECTION IV - BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

**E. Primary and Non-Contributory if Required by Contract**

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (3) and (4) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty 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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

**2. AUTOS RENTED BY EMPLOYEES**

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:



If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

### **3. AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

### **4. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

### **5. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

### **6. LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

### **7. AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

### **8. ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

- b. Section III - Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
- (3) An integral part of such equipment.

- c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

#### **9. EXTRA EXPENSE - BROADENED COVERAGE**

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

#### **10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **11. TWO OR MORE DEDUCTIBLES**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;
- (2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

#### **12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

#### **13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

#### **14. HIRED AUTO - COVERAGE TERRITORY**

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV. B.7.B.(6) - BUSINESS AUTO CONDITIONS is replaced by the following:

- e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

#### **15. WAIVER OF SUBROGATION**

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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 damages under this Coverage Form.

#### **16. RESULTANT MENTAL ANGUISH COVERAGE**

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

#### **17. EXTENDED CANCELLATION CONDITION**

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

#### **18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE**

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.
- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

#### **19. VEHICLE WRAP COVERAGE**

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 35 WEG AK9HY6

**Endorsement Number:**

**Effective Date:** 03/31/22

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Testing Engineers & Consultant Inc.

PO Box 249

TROY MI 48099

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 shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative