



STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

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

CONTRACT FOR PROFESSIONAL SERVICE: Indefinite - Scope/Indefinite - Delivery (ISID)
Billing Rate – Not to Exceed

THIS CONTRACT, authorized this 6th of September in the year two-thousand and nineteen (2019), 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, hereinafter called the Department, and

OHM Advisors
300 E. Mitchell St., Suite 2
Petoskey, MI 49770

the Testing Professional Services Contractor, hereinafter called the Professional,

WHEREAS, the Department proposes securing professional services FOR THE FOLLOWING PROJECT:

Indefinite-Scope, Indefinite-Delivery Contract No. 00854
Department of Technology, Management and Budget
State Facilities Administration, Design and Construction Division
Professional Materials Testing, Quality Control, and Geotechnical Engineering Indefinite-Scope, Indefinite Delivery Contract (ISID) for
Minor Projects - Various State Departments and Facilities
Various Site Locations, Michigan

Provide Services, technical staff, and support personnel for ISID minor projects on an as-needed basis at various State/Client Agencies within various locations as defined by the State of Michigan. These various ISID minor projects may include projects where the construction costs are between fifteen-thousand dollars (\$15,000) and five-hundred-thousand dollars (\$500,000) for this Contract.

This Contract is for professional material testing, quality control and geotechnical services (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's services shall be performed in strict accordance with this Contract and be in compliance with the Department's** approved and attached Appendix 1 – Project/Program Statement.

This Contract does not warrant or imply to the Professional entitlement to perform any specific percentage (%) amount of compensation, work or projects 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 three (3) year 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 for this Professional Materials Testing, Quality Control, and Geotechnical Engineering Services Contract your permanent assigned ISID Contract No., as noted on page 1 of this contract, must be provided on all Project correspondence and documents.

The Professional is not to provide any services or incur expenses until individual ISID Projects are assigned to this Contract. (See Article 2 – Compensation and the Project/Program Statement text of this Contract.)

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

- I. The Professional shall provide services for the assigned Project during the construction Phase/Task sequence as provided in this Professional Services Contract (Contract) and to the extent authorized by the Department of Technology, Management and Budget (DTMB), State Facilities Administration (SFA), Design and Construction Division (DCD) [Department] and be solely responsible for such service. The services shall be performed in strict accordance with this Contract and be in compliance with the attached Appendix 1 - Project/Program.
- II. The State of Michigan shall compensate the Professional for providing their professional services for the Project in accordance with the conditions of this Contract.

IN WITNESS, WHEREOF, each of the parties has caused this 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.

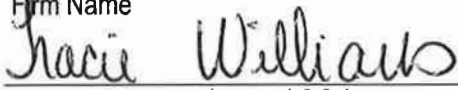
FOR THE PROFESSIONAL:

OHM Advisors

38-1691323

Firm Name

Federal Identification (I.D.) Number



Signature Tracie Williams

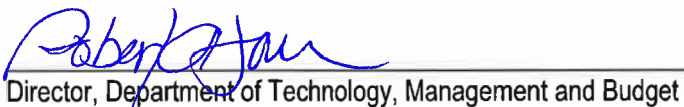
9/9/2019

Date

Principal, Hancock

Title

FOR THE STATE OF MICHIGAN:


Director, Department of Technology, Management and Budget

September 11, 2019

Date

ARTICLE I: PROFESSIONAL SERVICE

The Professional shall provide all required professional services, technical staff and support personnel necessary to achieve the Project scope of work as described in the attached Appendix – Project/Program Statement in the best interest of the State within the **Professional's not-to-exceed** fee herein authorized by the State. Project services shall comprise, without exception, every construction quality control and material testing service discipline and expertise necessary to meet all the requirements as described in the attached Appendix - Project/Program Statement and be in accordance with the industries accepted standards of professional practice.

Construction quality control and material testing services shall be provided in the sequence required by the project and shall be rendered in accordance with the Project schedule and direction as provided by the Prime Professional Services Contractor, the Project Construction Contractor, Project Director, the Field Representative, and/or the State/Client Agency. The services of each Phase shall be conducted in accordance with the descriptions in this article except as may be otherwise prescribed by any appended specifications and/or the testing specifications of the Construction Contract for this Project, which are adopted as a separately bound part of this Contract. Written reports on construction Phase quality control and material testing services shall be provided to the Project Director, the Field Representative, the State/Client Agency, the Project Construction Contractor, and the Prime Professional Services Contractor on a daily basis or as directed by the Project Director. The Professional acknowledges that the Department is the first interpreter of the **Professional's** performance under this Contract.

The Professional acknowledges by signing this Contract, having a clear understanding of the requested Project scope of work and of the Services required by the Department, and further agrees the terms and conditions of this Contract provide adequate professional compensation for the Professional to provide the requested services. No increase in fee to the Professional will be allowed unless there is a material change made to the Project scope of work as described in the attached Appendix - Project/Program Statement and the change in scope is accepted and approved in writing, by the Project Director and the 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 Contract and a DTMB Form 402 - Contract Order, authorizing the Professional to begin services. Compensation for Department directed changes to the Project or modifications to the Project scope of work will be provided to the Professional by a Contract Modification and/or Contract Change Order. The preparation of Bulletins and Contract Change Orders resulting from increases 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, on an hourly direct payroll/billing rate basis in accordance with this article.

The Professional shall immediately inform the Department whenever it is indicated that the **Professional's** authorized Project not-to-exceed Budget cost may be exceeded. The Professional shall make recommendations to the Department for revisions to the Project to bring the Project cost back to the **Professional's** original authorized Budget amount. Any revision to the Project scope of work must be accepted and approved by the Department in writing.

No substitution of any "Key Principal Personnel/Employee" who is essential for the successful completion of the Project and identified in the Professional's attached Appendix – Project Organizational Chart will be allowed by the Professional for this Contract without the prior written consent from the Project Director. Before any "Key Principal Personnel/Employee" substitution takes place, the Professional shall submit a written request to the Project Director for personnel substitution and this substitution request shall include the following information: (1) A request in writing for a No Cost Contract Modification for this "Key Principal Personnel/Employee" substitution; (2) Detailed written justification for this "Key Principal Personnel/Employee" substitution; (3) The Professional's qualifications of any proposed "Key Principal Personnel/Employee" replacement; and (4) A written statement from the Professional firm assuring the Department that the Project scope of work will not be adversely affected by this "Key Principal Personnel/Employee" substitution change. This request by the Professional to modify their Contract must be accepted and approved in writing by the Project Director and the Department's, Professional Services Contract Modification form (DTMB-410).

The Department will designate an individual to serve as the Project Director for the Project who shall be fully acquainted with the attached Appendix 1 – Project/Program Statement and have the authority to render Project decisions and furnish information promptly. Except in connection with issues under the Article 12 - Contract Claims and Disputes text, the Project Director 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 services of this Contract.

During the construction phase of this Project, the Professional shall be required to obtain from the Project Director, the on-site Inspection record standard document form titled "DTMB-452, The Professional's Inspection Record" for all on-site Inspection visits to the Project site. This standard document form is part of the "DTMB-460, Project Procedures" documents package.

The **Professional's Inspection Record** standard document form shall be completed and signed by the Professional and compiled monthly with the original document sent to the Project Director and a copy sent to the Prime Professional Services Contractor, and the involved Project Construction Contractor. The on-site Inspection record standard document form shall be completed and accompany the **Professional's** monthly submitted payment request.

The "DTMB-460, Project **Procedures**" documents package shall be used by the Professional in the administration of this Contract and contains the following Department standard document forms: (1) DTMB-413, General Release – Visitors; (2) DTMB-426, **Builder's Risk** Claim; (3) DTMB-434, Certification of Off-Site Material Storage; (4) DTMB-437, Guarantee and Indebtedness Statement; (5) DTMB-440, Payment Request; (6) DTMB-441, Meeting Attendance Record; (7) DTMB-445, Certificate of Substantial Completion; (8) DTMB-452, **Professional's Inspection Record**; (9) DTMB-485, Bulletin Authorization No.; (10) Instructions for Schedule of Value; (11) DTMB-487, Material Stored on Project/Job Site; and (12) DTMB-489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders.

The services required for each Phase of this Contract shall be performed by the Professional and their Consultants in accordance with Task service descriptions in this article. The following construction Phase/Task descriptions intend to outline the Department's standard of care describing the **Professional's** responsibilities for providing the Services for this Contract, but do not limit or exclude any regular or normal services necessary to accomplish the Project scope of work and be in accordance with the best industries accepted standards of professional practice for: (1) Construction quality control and material testing services/office/laboratory requisites and (2) The American Society for Testing and Materials, ASTM E329 testing procedures, inspection and testing standards.

PRELIMINARY PLANNING - FOUNDATION ANALYSIS

PHASE 600 - CONSTRUCTION ADMINISTRATION - OFFICE/LABORATORY SERVICES

- Task 600 ADMINISTRATIVE OFFICE/LABORATORY SERVICES: Determine whether the construction materials being used for the Phase 600, Construction Phase are in compliance with the Prime Professional Services Contractor's Contract Documents. Provide all administrative office, laboratory, and engineering services to analyze, evaluate, and report the results of all field operations, sampling, and testing. Conduct, prepare, and submit all tests and test result reports, and any associated correspondence. Provide copies to the Project Director, the Field Representative, the State/Client Agency, the Project Construction Contractor, and the Prime Professional Services Contractor. Distribute as the Department may direct. Transmittals of any test result data shall specifically point out any test results not meeting applicable construction quality control and material testing standards or the Prime Professional Services Contractor's Contract Documents.
- Task 601 SOIL CONSOLIDATION/COMPACTION: Provide laboratory testing and engineering analysis for bearing capacity and consolidation of natural soils, densification of proposed soils to be used for controlled fill and backfill areas, as well as control of site drainage. Indicate whether the material being tested meets the Prime Professional Services Contractor's Contract Documents requirements.
- a. Affirm bearing capacity and calculations.
 - b. Determine the standard and modified field moisture-density relationships (ASTM 698, ASTM D1557, ASTM D4253 and ASTM D4254) and on soils to be used for fill or backfill on the Project.
 - c. Determine Atterberg Limits (ASTM D4318) of cohesive soils and Grain Size Analysis of (ASTM D422) granular soils as required by ASTM D423 (liquid limit), ASTM D434 (plastic limit), and ASTM D1140 (wash loss).
- Task 602 CONCRETE: Provide laboratory testing and analysis of concrete.
- a. Review ASTM C94 and ACI 211 concrete mix designs.
 - b. Conduct compression tests on cylinders (ASTM C39) as per the Prime Professional Services Contractor's Contract Documents specifications.
 - c. Perform sieve analysis (ASTM C136), organic colormetric (AASHTO T21), and soft particle determination on aggregates as required by ASTM C33 (aggregate evaluation) and ASTM D422 (aggregate gradation).
- Task 603 STRUCTURAL STEEL: Provide shop testing of structural steel.
- a. Verify welder certification (AWS D1.1).

- b. Test high strength tension bolts (AISC).
- c. Perform metallurgical analysis of questionable materials.
- d. Verify weld procedures (AWS D1.1).

Task 604 BITUMINOUS PAVING: Provide laboratory testing, and analysis of bituminous paving.

- a. Review Marshall Mix design (if prepared by others).
- b. Test aggregate base course for compliance with the Prime Professional Services Contractor's Contract Documents (ASTM C136, ASTM D1557 (Modified Proctor), ASTM D692 (coarse aggregate), ASTM D1073 (fine aggregate), and AASHTO T88 (gradation).
- c. Conduct extraction of bituminous paving mixtures as required by ASTM D2172 and ASTM C136, ASTM D692 (coarse aggregate), ASTM D1073 (fine aggregate), AASHTO T88 (gradation), and AASHTO T164 (extraction).
- d. Determine penetration of liquid asphalt as required by ASTM D5 (original penetration) and ASTM (recovered penetration).
- e. Record and report test results and observations.

Task 605 MASONRY: Provide laboratory testing and analysis of masonry.

- a. Review material requirements for compliance with the Prime Professional Services Contractor's Contract Documents specifications for:
 - 1. Reinforcing Materials - size and type.
 - 2. Units - size and type.
 - 3. Masonry Sand - type and storage.
 - 4. Mortar, Cement, and Lime - types and storage.
- b. Review the compressive strength mix designs for compliance with the Prime Professional Services Contractor's Contract Documents for:
 - 1. Mortar and Grout.
 - 2. Masonry Units.
 - 3. Prisms.
- c. Review material certifications for compliance with the Prime Professional Services Contractor's Contract Documents for:
 - 1. Block/Concrete Masonry Units.
 - 2. Brick.
 - 3. Pavers.
 - 4. Sound Barriers.
- d. Test each different clay masonry unit per ASTM C67.
- e. Test each different concrete masonry unit for strength, absorption, and moisture content per ASTM C140.
- f. Perform prism tests per ASTM E447, Method B, Mortar (ASTM 270), and Grout (ASTM C1019).
- g. Record and report test results and observations.

Task 606 ROOFING: Provide laboratory testing and analysis of roofing system.

- a. Attend preliminary roofing conference.
- b. Collect roofing material certifications and compare to the Prime Professional Services Contractor's Contract Documents.
- c. Review roofing installer's certification.
- d. Attend pre-application roofing conference.

- e. Record and report test results and observations.

PHASE 700 -CONSTRUCTION ADMINISTRATION - FIELD INSPECTION/TESTING

- Task 700 FIELD INSPECTION/TESTING: Determine whether the construction materials being used for the Phase 700, Construction Phase are in compliance with the Prime Professional Services Contractor's Contract Documents. Provide all on-site field Inspections, sampling, testing and Inspections as required by the Project construction testing program/requirements to the Project Director, the Field Representative, the State/Client Agency, the Project Construction Contractor, the Prime Professional Services Contractor, and the Department on a daily basis or as directed by the Project Director. Monitor and coordinate on-site field time to efficiently coordinate with the Construction Contractor's operations. On-site field time to provide testing for operations whose planned duration will require overtime shall be reviewed with and approved by the Department. Notice shall be given immediately to the Construction Contractor and to the Project Director and the Field Representative, of any on-site field Inspection or test which fails to meet applicable construction quality control and material testing standards or the Prime Professional Services Contractor's Contract Documents.
- Task 701 SOIL CONSOLIDATION COMPACTION: Provide on-site field testing and engineering analysis for bearing capacity and consolidation of natural soils, densification of proposed soils to be used for controlled fill and backfill areas, as well as control of site drainage.
- a. Verify the Prime Professional Services Contractor's Contract Documents design allowable soil bearing capacity at foundation/footing locations.
 - b. Perform field density testing as required by ASTM DI556 (sand cone), ASTM D2167 (balloon), and ASTM D292 (nuclear density meter).
 - c. Record and report test results and on-site field Inspections.
- Task 702 CONCRETE: Provide on-site field quality control and sampling of concrete as required by ASTM CI72 (sampling fresh concrete), ASTM CI43 (volumetric air content), ASTM C23I (pressure air content), ASTM C3I (making test cylinders), and ASTM CI38 (unit weight and yield).
- a. Test plastic concrete for unit weight/yield, slump, air content, and temperature.
 - b. Collect and verify delivery ticket data from each redi-mix concrete truck. Document the batch time, placement time, and the age of the concrete. Determine the concrete mix design used, and the actual batch weights used for each day of concrete placement, this will include the actual aggregate moisture contents and batch water used.
 - c. Fabricate three (3) cylinders for compressive strength (ASTM C31) for each one hundred (100) cubic yards or fraction of placement. Indicate the number of cylinders frequency of sampling and curing times to compressive strength testing.
 - d. Record and report test results and on-site field Inspections.
- Task 703 STRUCTURAL STEEL: Provide shop and on-site field testing of structural steel as required by AWS DI.I, AISC, ASTM A6 (fabrication shop), AISC for bolted connections for ASTM A325/A490, ASTM F959 (bolted connections), AWS DI.I (field welding/subsection 7.8.I: stud welding), ASTM E605, E736L (fireproofing), SSPC (paint), and ASNT (nondestructive testing (NDT) requirements).
- a. Inspect structural steel fabricator's facility and equipment.
 - b. Check structural steel mill certificates to verify that materials are in accordance with the Prime Professional Services Contractor's Contract Documents.
 - c. Verify welder certifications.
 - d. Inspect completed structural steel fabrications for conformity to the Prime Professional Services Contractor's Contract Documents.
 - e. Examine critical welds by appropriate nondestructive testing (NDT) methods such as Ultrasonic or Magnetic Particle.
 - f. Test bolted connections for proper bolt tension.
 - g. Test shear studs (AWS D1.1).
 - h. Inspect metal deck for fastening and welding.
 - i. Record and report test results and on-site field Inspections.

- Task 704 BITUMINOUS PAVING: Provide on-site field Inspection and testing of bituminous paving.
- a. Inspect proof-rolling of subgrade.
 - b. Perform density tests (ASTM D2922 or ASTM D2167) on subgrade and aggregate base course.
 - c. Verify thickness of aggregate base.
 - d. Inspect bituminous concrete paving placement as required by ASTM D2950 (nuclear density), and MDOT - Michigan Modified Marshall Test.
 - e. Sample bituminous mixture for laboratory tests (ASTM D979).
 - f. Determine density (ASTM D2950), asphalt content (ASTM 4125), and degree of compaction of pavement as required by ASTM D2950 (nuclear density), and MDOT - Michigan Modified Marshall Test.
 - g. Determine thickness of bituminous paving (ASTM D3549).
 - h. Record and report test results and on-site field Inspections.
- Task 705 MASONRY: Provide on-site field Inspection, testing, and engineering analysis of masonry work.
- a. Inspect masonry materials as delivered to the Project site.
 - b. Review mixing and proportioning techniques of mortar and grout.
 - c. Collect sand, mortar, and grout samples for property requirements test of ASTM C144.
 - d. Collect mortar samples for property requirements of ASTM C270.
 - e. Inspect and evaluate masonry walls for masonry quality assurance labor procedures and for placement of:
 1. Head and bedding joints.
 2. Vertical and horizontal reinforcing.
 3. Wall tie spacing.
 4. Headers, lintels and other trade embeds, including bearing areas.
 5. Flashing, weeps, and vents at all areas detailed in the Prime Professional Services Contractor's Contract Documents drawings.
 6. Grout placement including clean-outs and consolidation of lifts.
 - f. Evaluate quality assurance labor procedures and details that are specific to the Project scope of work.
 - g. Evaluate and report on overall housekeeping of the Project site.
 - h. Record and report test results and on-site field Inspections.
- Task 706 ROOFING: Provide on-site field Inspection and material review of building elements to be used for the Project roofing system.
- a. Visually Inspect roof areas for complete removal of unsatisfactory roofing materials.
 - b. Verify the roofing materials are in compliance with the Prime Professional Services Contractor's Contract Documents.
 - c. Inspect roofing system installation and applications.
 - d. Record and report result of on-site field Inspections.

ARTICLE II: COMPENSATION

In consideration of the performance of this Contract, the Department agrees to pay the Professional, as compensation for services, a fixed unit price per the attached Fee Schedule and/or 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 modification 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 a fixed unit price, per the attached Fee Schedule, and/or an hourly billing rate basis for services rendered by salaried and non-salaried professional, technical and non-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 prior to the issuance of a written and signed Professional Services Contract and a DTMB Form 402 - Contract Order by the Department to the Professional, authorizing the Professional to start the Project work.

The preparation of Bulletins and Contract Change Orders resulting from increases 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, 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.

The Professional shall provide, at no additional compensation, professional services necessary to respond to and resolve all Construction Contractor design related claims arising wholly or in part from the Professional's errors or omissions or other aspects of **the Project's design** or the Professional's performance which are inconsistent with the Professional or Construction Contract.

Reproduction costs for the **Professional's** interpretations, study/design clarifications, and Bulletins necessary to achieve the Contract scope of work final design requirements is not allowable for reimbursement and shall be accounted as part of the **Professional's** lump sum fee of this Contract.

2.1 PREMIUM TIME/OVERTIME: This Contract anticipates that no premium or overtime is required to achieve this 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.

2.2 EMPLOYEE HOURLY BILLING RATES: Hourly billing rates will include all direct and indirect 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. The Professional may not provide different hourly billing rates for the same individual for different Phases.

No lump-sum subcontracts for the professional services of any employee may be billed against this Contract. Any employee associated with this Project who performs the 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 during the life of this Contract 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, computer costs/operating costs and time, telephone, telephone-related services, and all reproduction services (except Contract Bidding Documents).

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 shall be accounted as part of the **Professional's calculated** hourly billing rate. 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 overhead employees. 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, or 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 Consultant's staff. Each Consultant firm must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide as part of the Proposal. The hourly billing rate of the respective Consultant firm shall be used for that Consultant firm's personnel only. The Professional may propose a moderate mark-up to **their Consultant firm's charges**. The Professional's Consultant services shall be billed as an authorized reimbursable expense item at a direct **cost times the Firm's** mark-up percentage accepted by the Department.

- 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 times the firm's mark-up percentage amount approved by the Department. Reimbursement of authorized expense items at direct cost times the firm's mark-up percentage amount** is intended only as a means to compensate the Professional for their direct costs. The Professional shall be responsible for the selection of the supplier of their professional services or materials, the coordination, adequacy and application of their professional services, whether provided by the Professional's staff or provided by their Consultant, and therefore responsible for any Project costs that exceed the Contract per Phase reimbursement Budget.
- 2.5 UNIT PRICE ITEMS: Unit price items shall be based on the attached Fee Schedule. No mark-up of unit pricing shall be allowed. Compensation for unit prices shall not exceed the amounts per Project Phase shown in the attached Contract Order unless authorized by a Department approved Contract Modification.

Project related mileage 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 amounts per Project Phase shown in the attached Contract Order unless authorized by a Department approved Contract Modification. It shall be the **Professional's responsibility to carefully monitor their and their Consultant firms Project costs, activities, and progress** and to give the Project Director timely notification of any justifiable need to increase the authorized fee. The Professional may not proceed with professional services that have not been authorized by the Project Director and shall immediately notify the Project Director if such services have been requested or have become necessary.

Identification of Professional and Consultant staff, hourly billable rates, and an itemized list per Project Phase of authorized direct cost reimbursement items are identified in the attached **Professional's proposal.**

ARTICLE III: PAYMENTS

Payment of the professional services fee 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 on a payment request form (DTMB-0440). Payment for each monthly 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 payment request applications shall include similar information. This includes, but is not limited to:

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

ARTICLE IV: ACCOUNTING

The Professional shall keep current and accurate records of Project costs and expenses, of hourly billing rates, authorized reimbursable expense items, and all other Project related accounting document 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 three (3) 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 this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The Professional 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 Professional's or a Subcontractor's performance, including any person directly or indirectly employed by the Professional or a Subcontractor, or any person for whose acts the Professional or a Subcontractor may be liable.
- (b) The Professional waives all rights against the State for the recovery of damages that are covered by the insurance policies the Professional is required to maintain under this Section. The Professional'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 Professional's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
- (g) The Professional 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 Professional 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 Professional to any indemnified party or other persons.
- (i) The Professional is responsible for the payment of all deductibles.
- (j) If the Professional 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 Professional 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 Professional or require the Professional 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.
- (l) If single policy limits are used to fill more than one of these requirements evidence of separate aggregate limits must be noted on the certificate.

5.1 Workers' Compensation and Employer's Liability Insurance

The Professional must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Professional's domicile. If the applicable coverage is provided by a self-insurer, the Professional must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Professional's domicile, the Professional must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

5.2 Motor Vehicle Insurance

If a motor vehicle is used in relation to the Professional's performance, the Professional must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

5.3 Commercial General Liability Insurance

For claims for damages because of bodily injury or death of any person, other than the Professional's employees, or damage to tangible property of others, including loss of use resulting therefrom, to the extent that such kinds of liability are not insured by other specific liability insurance and are ordinarily insurable under general liability insurance. The Professional must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Professional also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

5.4 Professional Liability Insurance (Errors and Omissions)

Contractual Liability Insurance for claims for damages that may arise from the Professional's assumption of liability on behalf of the State under Article 6 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 Project File No.; (2) The Project Title; (3) Description of the Project; and (4) The State of Michigan must be named as an **"Additional Insured on the General Liability and Automobile Insurance Policies."**

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.

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.

Commercial General Liability Insurance	
Required Limits	Additional Requirements
<u>Minimal 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 <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor 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 2010 07 04 and CG 2037 07 0.
Automobile Liability Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Professional Liability (Errors & Omissions) Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	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. This insurance is required of all Professional firms who conduct professional environmental services including, but not limited to, any of the Phase 100 – Study services: <i>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.</i>

Environmental and Pollution (Errors & Omissions) Insurance	
Required Limits	Additional Requirements
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate	Contractor 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 remedial system design, remediation management, feasibility development and implementation, hydrogeological evaluation, media testing and analysis, subsurface and geophysical investigation, and other related activities as determined by the Department; and (3) endorsed to add "the State of Michigan, its departments, division, agencies, offices, commissions, officers, employees, and agents" as additional insured.

Additional Insurance Requirements:

Contractor must maintain the insurances identified above and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

If any of the required policies provide claims-made coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing (1) The Project File No.; (2) The Project Title; and (3) Description of the Project, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not 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 Contractor to indemnify, defend and hold harmless the State).

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's** services under this Contract, whether such service is performed by the Professional or performed by any of the **Professional'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 day 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.
- (l) If single policy limits are used to fill more than one of these requirements evidence of separate aggregate limits must be noted on the certificate.

5.1 Workers' Compensation Insurance

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

5.2 Employers Liability Insurance

Minimal Limits:

\$500,000 Each Accident;
 \$500,000 Each Employee by Disease
 \$500,000 Aggregate Disease

5.3 Motor Vehicle Insurance

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

5.4 Commercial General Liability Insurance

For claims for damages because of bodily injury or death of any person, other than the Professional's employees, or damage to tangible property of others, including loss of use resulting therefrom, to the extent that such kinds of liability are not insured by other specific liability insurance and are ordinarily insurable under general liability insurance. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

Minimal Limits:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 General Aggregate Limit
\$2,000,000 Products/Completed Operations

5.5 Professional Liability Insurance (Errors and Omissions)

For claims for damages arising out of an error, omission or negligent act in the performance of professional services.

Minimal Limits:

\$1,000,000 Each Occurrence
\$2,000,000 Annual Aggregate

The **Professional'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, \$2,000,000 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.

Contractual Liability Insurance for claims for damages that may arise from the Professional's assumption of liability on behalf of the State under Article 6 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 Project File No.; (2) The Project Title; (3) Description of the Project; and (4) The State of Michigan **must be named as an "Additional Insured on the General Liability AND Automobile Insurance Policies."** 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.

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, but not limited to, Bidding Documents and Contract Documents, test/laboratory data, including all electronic data. If the Professional is in default or this Contract Agreement is terminated, the State shall not use the 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 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 documents and deliverables and the right to reuse component information contained in **them in the normal course of the Professional's 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 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 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-9: 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 LAW

This Contract shall be construed in accordance with the laws of the State of Michigan.

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 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 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 Director within thirty (30) consecutive calendar days of the end of the disputed negotiations, and any decision of the Director 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 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 Articles 1 through 14 and attached appendices. The capitalized defined terms used in this 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 modifies or interprets the Project final design Contract 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 scope of work; and (5) Specify the date of Addenda issuance. As such, the Addenda are intended to become part of the Project final design Contract Bidding Documents when the Construction Contract is executed by the Prime Professional Services Contractor'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.

BID: A written offer by a competitive construction Bidder for the Department's Project construction work, as specified, which designates the competitive 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 Prime Professional Services Contractor's Project Contract Documents, drawings, and specifications as advertised, including but not limited to, special, general, and supplemental conditions, Departmental form modifications, and all Addenda issued before the competitive construction Bid opening, and after the competitive construction Bid opening, if the Project construction work is rebid without re-advertising.

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 scope of work for this Contract.

BULLETIN: A standard document form (DTMB-485, Bulletin Authorization No. and the DTMB-489, Instructions to Construction Contractors for Preparation of Bulletin Cost Quotations for Contract Change Orders) used by the Department to describe a sequence numbered change in the Project scope of work 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-460, 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.

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 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 Professional as may be provided elsewhere in this Contract.

CONTRACT CHANGE ORDER: A written order standard document form (DTMB-403) issued and signed by the State of Michigan and signed by the Professional which amends the attached Appendix 1 – Project/Program Statement scope of work or an adjustment in Contract price and/or Contract time, or both.

CONTRACT DOCUMENTS: The Prime Professional Services Contractor plans/drawings, specifications, proposal, agreement, all Addendums and attachments as may be necessary to comprise a Construction Contract for the Project scope of work for providing professional construction quality control and material testing/engineering services during the Project construction work.

CONTRACT MODIFICATION: A written amendment, standard document form (DTMB-410), to the Contract scope of work signed by the Department and the Professional. The preparation of Bulletins and Contract Change Orders resulting from changes in the attached Appendix 1 – 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 2, Compensation text of this Contract. Any Contract Modification of this 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** construction quality control and material testing/engineering design errors, omissions, or neglect on the part of the Professional.

CONTRACT ORDER: A written order standard document form (DTMB-402) issued and signed by the State of Michigan authorizing a professional firm to: (1) Begin to incur Project expenses and proceed with the Project; and (2) Provide the services stipulated in the fully executed Contract for the not-to-exceed dollar fee amount designated in the Phases of the Contract Order. Issuance of this standard document form by the State of Michigan to the Professional certifies that: (1) The State will enter into a Contract for the services described in the Phases of this Contract; and that (2) The proper two (2) sets of Certificate of Insurance documents have been received and accepted by the State along with the approval and signing of the **Professional's** Contract by the Director.

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

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

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

FIELD REPRESENTATIVE: An employee of the State under the direction of the Project Director who provides the Inspection of construction Projects for compliance with the design intent of the Prime Professional Services Contractor's Contract Documents, drawings, and specification and the building construction codes. The Field Representative is the liaison between the Construction Contractor, the Prime Professional Services Contractor, the Professional, and the Project Director. The Project Director, or their Field Representative, has the authority to require the Prime Professional Services Contractor and the Professional to respond to and resolve design related problems, construction field problems, and to attend Project meetings. Unless delegated by specific written notice from the Department, the 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 Consultants on-site and/or off-site examination of the Project construction work completed or in progress by the involved Project Construction Contractor to determine and verify to **the Department's Project** Director that the quantity and quality of all Project work is in accordance with the design intent of the Prime Professional Services Contractor's Contract Documents, drawings, and specifications.

KEY PRINCIPAL PERSONNEL/EMPLOYEE: A Chief Executive Officer of a professional firm who is essential for the successful completion of the Project.

PHASE: A discretely distinguishable construction Phase step necessary to provide the Project scope of work in the course of the **Professional's** providing services.

PRIME PROFESSIONAL SERVICES CONTRACTOR: 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, land surveying, or landscape architecture services in the State of Michigan.

The Prime Professional Services Contractor, under separate contract with the Department, is responsible for the Project Design, Contract Documents, development of the Project construction phase, and required to define and specify the types of on-site tests required and approximate quantities to be tested during the Project and the projected costs thereof.

The Prime Professional Services Contractor/Professional firm 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 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, architectural and/or engineering plan(s)/drawing(s) design code compliance and plan review approval fees and all other costs associated with the scope of work.

PROJECT TESTING PROFESSIONAL/PROFESSIONAL: The Professional firm who is under a separate Contract with the Department and is responsible for the Project construction Phase quality control and material testing services program. The construction Phase quality control and material testing services shall include, but not be limited to, office/laboratory and field testing services, determine and verify whether or not the construction materials being used for the Project construction Phase is in accordance with the design intent of the **Prime Professional Services Contractor's** Contract Documents, drawings, and specifications, and be in compliance with the requirements of this Contract and the attached Appendix 1 – Project/Program Statement. The Professional is required by the Department to define and specify the types of on-site tests required and approximate quantities to be tested during the Project construction Phase and the projected costs thereof. Notice shall be given immediately by the Professional, to the following Project personnel: (1) the Prime Professional Services Contractor; (2) the involved Construction Contractor; (3) the Project Director; and (4) the Field Representative of any on-site field Inspection or test which fails to meet the applicable Project construction quality control and material testing standards or the **Prime Professional Services Contractor's Contract Documents**, drawings, and specifications.

PROJECT DIRECTOR: The professionally licensed Architect/Engineer, State of Michigan employee, who is responsible for directing and supervising the Services during the life of this Contract. The Project Director is responsible for monitoring and coordinating the performance of the construction Phase services and also responsible for the overall administration and Inspection of Capital Outlay and **miscellaneous operating projects (MOP's) construction activities to ensure quality control, final design Contract Documents** compliance, and timely Project completion within the established Project construction Budget. The Project Director, or their Field Representative, has the authority to require the Professional and the Consultant firm to respond to and resolve design related problems, construction field problems, and to attend Project related meetings.

PROJECT/PROGRAM STATEMENT: The attached Appendix 1 – Project/Program Statement prepared by the State/Client Agency that defines the scope of the problem and describes why this Project is desirable and provides a preferred resolution of the problem. The Project/Program Statement also requires the Professional to coordinate their services with the involved Project Construction **Contractor's construction schedule** identifying critical milestone services that shall be required and achieved for the Project.

PROJECT TEAM: Consisting of the Professional, Project Director, Field Representative, Prime Professional Services Contractor, Construction Contractor, representative of the State/Client Agency, and others as considered appropriate by the Department.

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 services. The term State/Client Agency does not include an institution of higher education or a community college.

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

DEFINITION OF CONSTRUCTION TESTING REFERENCES: Will be made in capitalized abbreviated alpha numeric form to specific construction Inspection and testing agencies and/or associations for soil consolidation compaction, concrete, structural steel, bituminous paving, masonry, and roofing materials as used in construction (specifications, testing methods, practices, classifications, and definitions). Such construction testing references will be identified by the capitalized alphabetic abbreviation which identifies the specific State agency or national association followed by the numeric construction Inspection and/or testing method and shall be the latest issued date construction Inspection and/or testing method standard(s) in effect at the award of this Contract. The Construction Inspection and/or testing abbreviations used for this Construction Contract are as follows:

<u>Abbreviation</u>	<u>State Agency or National Association</u>
AASHTO	American Association of State Highways and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
ASNT	American Society for Nondestructive Testing, Inc.
ASTM	American Society for Testing and Materials
AWS	American Welding Society
MDOT	Michigan Department of Transportation
SSPC	Steel Structures Painting Council

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.

ARTICLE XIV COMPLETE AGREEMENT: MODIFICATION

This Contract constitutes the entire agreement, as to the Project, between the parties. Any Contract Modification of this Contract and the Project/Program Statement 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's **errors, omissions or neglect on the part of the Professional.**

APPENDIX I

PROJECT/PROGRAM STATEMENT

PROJECT STATEMENT

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

FILE NUMBER VARIOUS	ACCOUNTING TEMPLATE VARIOUS	PROPOSAL DUE DATE Thursday, August 15, 2019 at 2:00 p.m., local time
CLIENT AGENCY Department of Technology, Management and Budget		
PROJECT NAME AND LOCATION VARIOUS		
PROJECT ADDRESS (if applicable) VARIOUS		
CLIENT AGENCY CONTACT		TELEPHONE NUMBER
DTMB - DCD PROJECT DIRECTOR Tim Hall		TELEPHONE NUMBER 517.881.4173

WALK-THROUGH INSPECTION DATE, TIME, AND LOCATION:

None

PROJECT DESCRIPTION/SERVICES REQUESTED

Provide professional materials testing, quality control and geotechnical Indefinite Scope Indefinite Delivery (ISID) services for a variety of stated funded construction projects. The professional is required to submit four (4) hard copy and two (2) electronic format copies of the technical and cost proposal. The professional must use the attached appropriate forms to indicate the billing rates.

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 also be uploaded to SIGMA VSS. Please enter the total cost for all phases as bid amount.
- Please remember that individual attachments can be no larger than 6mb.
- If you experience issues or have questions regarding your electronic submission, you must contact the SIGMA Help Desk for assistance. They can be reached by telephone at 888.734.9749 or by email at sigma-procurement-helpdesk@michigan.gov or sigma-vendor@michigan.gov
- Vendors are reminded to keep our office apprised of SIGMA VSS issues and to include your SIGMA ticket number when communicating with our office. Emailed submissions will need prior 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.

NIGP CODES

90783; 91216; and 91275

DESIRED SCHEDULE OF WORK

Dependent on the assigned project

ACCEPTING RFP QUESTIONS UNTIL: Thursday, August 1, 2019 at 12:00 p.m., local time

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 (DCH, DEQ, 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)
Attachment(s)

APPENDIX II

PROFESSIONAL'S PROPOSAL
(See Back Cover)



PROPOSAL -
**2019 ISID GENERAL MATERIALS
TESTING, QUALITY CONTROL AND
GEOTECHNICAL ENGINEERING**

Thursday, August 13, 2019

Mr. Tim Hall

Department of Technology, Management & Budget
State Facilities Administration, Design & Construction Division
3111 West St. Joseph Street
Lansing, Michigan 48909

**Re: 2019 Indefinite-Scope, Indefinite-Delivery
Materials Testing, Quality Control and Geotechnical Engineering Services**

Dear Mr. Hall,

OHM Advisors is excited about the opportunity to submit a proposal to work with the Department of Technology, Management and Budget (DTMB) for an Indefinite-Scope Indefinite-Delivery (ISID) contract for a variety of state funded construction projects.

Our team's familiarity and experience with State and Federal project procedures makes us highly qualified to perform within the parameters of this contract. OHM Advisors is a multi-disciplinary, full-service consulting engineering company with expertise in civil, structural, geotechnical, and construction engineering, surveying, and materials testing. We provide services throughout the state of Michigan. Because of our diversity, we have the technical expertise to optimize geotechnical and testing programs and advise our clients on the results of the testing.

We have teamed with SOMAT for Material Testing Services to provide additional resource capacity to our technician team. Our team can be available to lead the complete project or provide as-needed resources on short notice.

On behalf of the OHM Advisors' team, we look forward to discussing our qualifications in greater detail with you and answering any questions you may have. Please call 906.482.0535 with any questions or if you need additional information for your evaluation. Thank you again for this opportunity.

Sincerely,

OHM Advisors



Tracie Williams, PE, LEED AP
Principal In Charge, Director





Building Better Communities

For over 55 years, OHM Advisors' award-winning design team has been offering communities holistic, innovative thinking that spans the architecture, engineering, and planning spheres. We'll help you with designs and their implementation across an array of projects such as non-motorized pathways and sidewalks, water/sewer/stormwater and roadway rehabilitation, drainage issues, soil erosion and sedimentation control program, and recreational facilities and park development.

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Part I — Technical



Part I - Technical

01 Understanding of Project and Tasks

Understanding of Project & Tasks

OHM Advisors understands that the Michigan Department of Technology, Management and Budget (DTMB) intends to retain one or more professional service contractors to perform materials testing, construction quality control, and geotechnical engineering services on an as-needed basis for various projects throughout Michigan.

Our understanding of your needs for this project is based on the RFP. The following sections summarize our understanding of the project requirements, present a brief summary of our work plan, and an outline of our relevant experience. We are the best value for the state.

Understanding of Project Requirements

The DTMB administers design and construction of state-owned facilities for state agencies. These include state-owned facilities of all types; office buildings, boating facilities, campgrounds, trail bridges, and maintenance facilities, among others. The purpose of the professional services requested is to provide materials testing and construction quality control services to ensure compliance with contract documents and to provide geotechnical information and recommendations to support design and construction of state funded facilities.

Materials testing and construction quality control services vary depending on the specific project requirements. Testing services may include those normally required for soils, aggregates, hot mix asphalt, and concrete, as well as structural steel, masonry and fire proofing special inspections.

Geotechnical engineering services will typically include subsurface investigations/soil borings, laboratory testing, calculations/analyses, development of recommendations, and preparation of a geotechnical report. Recommendations will be pertinent to bearing capacity and settlement of foundations, lateral earth pressures and retaining walls, and site preparation and earthwork.

We understand that specific tasks, schedule, and budget will vary depending on the specific project at hand.



OHM Advisors

The OHM Advisors team has valuable experience and qualifications particularly relevant to the requested services. OHM Advisors is a multi-disciplinary, full-service consulting engineering company with expertise in civil, structural, geotechnical, and construction engineering, surveying, and materials testing. We provide services throughout the state of Michigan. Because of our diversity, we have the technical expertise to optimize geotechnical and testing programs and advise our clients on the results of the testing.

OHM Advisors' facilities have been assessed and accredited by the American Association of State Highway and Transportation Officials (AASHTO). Currently we are undergoing the accreditation process to include Quality System, Aggregates, and Portland Cement Concrete for our new laboratory location. Our laboratory has also been validated by the USACE. Our field and laboratory equipment meets or exceeds requirements of the respective ASTM test methods. We have a geotechnical and materials testing laboratory capable of handling all common soil, aggregate, concrete, and HMA testing. We are licensed for, own, and operate fifteen nuclear density gauges; twenty-five full concrete field sampling and testing sets; and have cure facilities for concrete cylinder or beam specimens at multiple locations throughout the state. We also own and operate a truck-mounted CME-55 drill rig for geotechnical explorations.

Our technicians and engineers are trained and certified by the pertinent agencies, including the American Concrete Institute, Michigan Concrete Association, Michigan Department of Transportation, American Welding Society, International Code Council, and Structural Engineering Certification Board. More information regarding our personnel is included in Section 2, including a list of certifications.

Our technicians and engineers are trained and certified by the pertinent agencies, including the American Concrete Institute, Michigan Concrete Association, Michigan Department of Transportation, American Welding Society, International Code Council, and Structural Engineering Certification Board.

Part I - Technical

01 Understanding of Project and Tasks

Prequalifications

OHM Advisors holds Prequalifications with the Michigan Department of Transportation in the Construction Inspection, Construction Testing and Construction Engineering categories. We routinely work on projects that contain all the elements listed. We hold the Prequalifications as listed below:

- **Construction Engineering:** Assistance
- **Construction Engineering:** Bridge & Ancillary Structures
- **Construction Engineering:** Roadway
- **Construction Engineering:** Roadway
- Local Agency Program
- **Construction Services:** Office Technician
- **Construction Inspection:** Bridge Painting
- **Construction Inspection:** Bridge & Ancillary Structures
- **Construction Inspection:** HMA Pavement
- **Construction Inspection:** Roadway
- **Construction Inspection:** Traffic and Safety
- **Construction Testing:** Aggregates
- **Construction Testing:** Concrete
- **Construction Testing:** Density

Governmental Experience

Though we perform geotechnical and testing services for a variety of private sector clients, 80% of our services are for public sector clients. We provide services to the Michigan Department of Technology, Management & Budget, Michigan DOT, Michigan DNR, State Police, Counties and Road Commissions, Cities, Townships, and Villages.

Our materials testing and construction quality control services for the above client types have ranged from concrete compressive strength testing for simple sidewalk replacements or density testing for environmental remediation projects, to the full suite of testing and special inspections for large complex building projects, such as our work at Camp Grayling for newly constructed buildings #706 and #203, and Camp Howe Rd reconstruction project.

Our geotechnical services for governmental and institutional clients have included subsurface investigations, installation and monitoring of instrumentation, laboratory testing, slope stability analysis, selection of foundation type, foundation analysis and design, retaining wall analysis and design, seepage analysis, and other analyses necessary for the respective

project. Our geotechnical investigations are summarized in comprehensive geotechnical reports, which include field and lab methods and results, conclusions, recommendations, boring logs, and other necessary figures. OHM Advisors utilizes state of the art software for analysis of slope stability, retaining walls, seepage, stress-strain, and subsurface data management.

Reporting

OHM Advisors has a suite of concise testing reports that are used to communicate and document test results. These documents meet the reporting requirements of the respective ASTM test methods. In addition, our technicians will complete a Daily Construction Observation Report for each day on site, further documenting conditions at the site during testing, portions of work tested, and other pertinent data. Reports are distributed to the client-authorized distribution list upon completion of testing. Results are also communicated immediately to appropriate field personnel on site during testing. Our experience with construction engineering and contract administration has reinforced the importance of timely communication and good documentation for the resolution of potential disputes. Examples of several of our test reports are attached.

Why OHM Advisors

OHM Advisors' highly-trained and experienced technical and professional staff possesses unique qualifications and expertise that complement each other. Many of our staff have former experience as contractors or materials suppliers, providing a unique perspective and in-depth knowledge. We have highly trained technical and professional staff with experience across a broad spectrum of project and client types.

We invest in new equipment each year and our equipment is in good condition and routinely calibrated. Our testing and geotechnical services are well established and highly respected. Having completed dozens of projects for the DTMB over the past several years, we understand DTMB procedures and processes.

Our robust civil, structural, geotechnical, and survey design expertise bring value to our materials testing and construction engineering clients through in-depth knowledge and understanding of codes, standards, and designer intent.

Part I - Technical

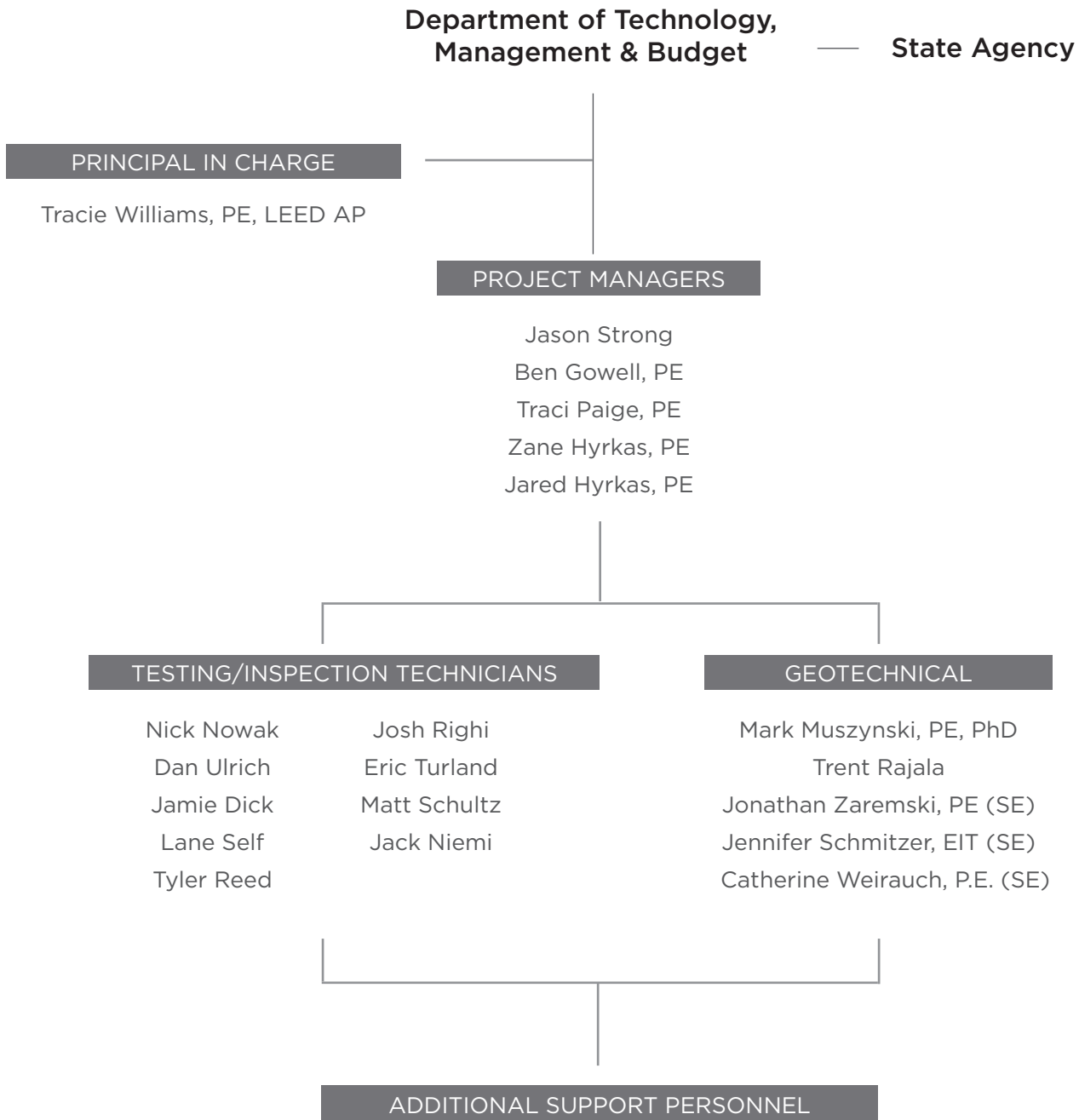
02 Personnel

Personnel Chart

Personnel Name	Project Role	Personnel Name	Project Role
Tracie Williams, PE	Principal in Charge	Byron Peregord	Testing/Inspection Technician
Ben Gowell, PE	Project Manager	Ryan Miller	Testing/Inspection Technician
Jason Strong	Project Manager	Micah Maxwell	Testing/Inspection Technician
Traci Paige, PE	Project Manager	Mike Chowan	Testing/Inspection Technician
Zane Hyrkas, PE	Project Manager	Jay Daavettila	Testing/Inspection Technician
Jared Hyrkas, PE	Project Manager	Dennis Hogan	Testing/Inspection Technician
Nick Nowak	Lead Testing/Inspection Technician	Derrek Pietila	Testing/Inspection Technician
Dan Ulrich	Lead Testing/Inspection Technician	Nick Tanton	Testing/Inspection Technician
Jamie Dick	Lead Testing/Inspection Technician	Rachyl Randall	Testing/Inspection Technician
Lane Self	Lead Testing/Inspection Technician	Emily Rawson	Testing/Inspection Technician
Tyler Reed	Lead Testing/Inspection Technician	Johnathan Romes	Testing/Inspection Technician
Josh Righi	Lead Testing/Inspection Technician	Michael Schumann	Testing/Inspection Technician
Eric Turland	Lead Testing/Inspection Technician	Lucas Cooper	Testing/Inspection Technician
Matt Schultz	Lead Testing/Inspection Technician	Bill LeFevre	Testing/Inspection Technician
Jack Niemi	Lead Testing/Inspection Technician	Mike Dobschensky	Testing/Inspection Technician
Mark Muszynski, PE, PhD	Geotechnical Engineer	John Kohn	Testing/Inspection Technician
Trent Rajala	Geotechnical Engineer	Gordon Paaske	Testing/Inspection Technician
Jonathan Zaremski, PE	Geotechnical Engineer	Kevin Pelton	Testing/Inspection Technician
Jennifer Schmitzer, EIT	Geotechnical Support Engineer	Joel Aho	Testing/Inspection Technician
Catherine Weirauch, P.E.	Geotechnical Support Engineer	Lucas Fitzpatrck	Testing/Inspection Technician
Scott Fisher	Testing/Inspection Technician	Chad Helppi	Testing/Inspection Technician

Bold names indicate key personnel.

Organization Chart



(SE) Somat Engineering, Inc.

Part I - Technical

02 Personnel



EMPLOYEE NAME

JASON STRONG

TITLE ROLE ON THIS PROJECT

PROJECT MANAGER

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 8 Other Firms: 8

CERTIFICATIONS AND TRAINING

ACI Concrete Field Testing Technician, Grade 1	MCA Concrete Field Testing Technician, Level 1
ACI Concrete Strength Testing Technician	MCA Advanced Concrete Technician, Level 2
MDOT HMA Paving Operations	Michigan Certified Aggregate Technician, Level 1
MDOT Concrete Paving Operations	Michigan Certified Aggregate Technician, Level 2
Michigan Certified HMA Laboratory Technician, Level 1	Storm Water Management-Construction Site, MDEQ
MDOT Bridge Deck Construction and Rehabilitation	Materials Acceptance Process Training
MDOT Density Technology	FieldManager Training and Certification
Computerized Office Technician	Hazmat Radiation and Nuclear Gauge

GENERAL EXPERIENCE AND QUALIFICATIONS

Over the last fifteen years, Mr. Strong has worked with a variety of MDOT TSCs, road commissions and other local agencies providing project management, office technician assistance, field inspection, and material testing on an assortment of federally funded projects. The experience both in the field and in the office gives Jason a complete understanding of the necessary documentation that allows for timely close-out of construction projects in accordance with MDOT and FHWA mandates. He has also performed as an office/field technician on several MDOT local agency projects. Jason also has extensive experience with MDOT e-construction, ProjectWise and the LCP tracker program.

SPECIFIC EXPERIENCE

PROJECT: 2018 As-Needed Construction **LOCATION:** Midland, MI

Client: City of Midland Date: Ongoing

Project Manager responsible for the scheduling and supervision of inspection/testing staff for the City of Midland as needed contract. The team provided construction inspection services for 10 different reconstruction projects throughout the 2018 construction season that included water main installation, HMA crushing and shaping, storm sewer and sanitary sewer upgrades, curb and gutter replacement, ADA ramps, and HMA paving.

PROJECT: As-Needed and Inspection and Testing Services **LOCATION:** Bay Region, MI

Client: MDOT Mt. Pleasant TSC Date: 4/2018

Assistant Project Manager responsible for the scheduling and supervision of inspection/testing staff for the Mt. Pleasant TSC as needed contract. The team provided construction inspection services for the US 127, M-18, M-20, and M-57 HMA paving projects throughout the 2017 construction season. This contract also included an as needed office tech resource directly assigned to the TSC in support of their construction management team.

PROJECT: E. St. Andrews - Construction Engineering **LOCATION:** Midland, MI

Client: MDOT Mt Pleasant TSC/City of Midland Date: 08/2017

Project Manager for the base crushing and shaping and resurfacing of 0.33 miles of city street in Midland. Project construction included new storm sewer and structures, curb and gutter, pavement and sidewalk and ADA ramps. Services included project inspection, concrete testing, materials testing, density testing, office technician and certified payrolls.

Part I - Technical

02 Personnel



EMPLOYEE NAME

BENJAMIN J. GOWELL, PE

TITLE ROLE ON THIS PROJECT

PROJECT MANAGER

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 0 Other Firms: 12

EDUCATION

Bachelor of Science in Civil Engineering

Year

2007

School

University of Michigan

City

Ann Arbor

State

MI

LICENSES AND REGISTRATIONS

Professional Engineer

Year

2012

State

MI

License #

59405

GENERAL EXPERIENCE AND QUALIFICATIONS

Ben joined OHM Advisors from the MDOT, where he was the Gaylord TSC Construction Engineer, managing a group that covered construction in the North Region. Ben is a University of Michigan graduate with 12 years of experience working for MDOT and actively involved with Local Agencies such as Cheboygan, Petoskey, Road Commissions and other Northern Michigan communities.

SPECIFIC EXPERIENCE

PROJECT: US-127 Culvert Lining *

LOCATION: Crawford & Roscommon Co.

Client: MDOT Gaylord TSC

Date:

MDOT Engineer for 1.22 miles of culvert removal and replacements on US-127 south bound from the Roscommon/Clare county line to M-55 and from the Muskegon River to I-75, Crawford and Roscommon Counties.

PROJECT: US-31 Retaining Wall *

LOCATION: Petoskey, MI

Client: MDOT Gaylord TSC

Date: 05/2017

MDOT Engineer for 0.11 miles of retaining wall construction, hot mix asphalt approach, excavation drainage and pavement markings on US-31 between Winter Park Lane and Beaubien Avenue in the city of Petoskey, Emmet County.

PROJECT: US-23 Bascule Bridge Rehabilitation *

LOCATION: Cheboygan Co., MI

Client: MDOT Gaylord TSC

Date: 05/2017

MDOT Engineer bascule bridge rehabilitation including mechanical, electrical and structural, and maintaining traffic on US-23 over the Cheboygan River in the city of Cheboygan, Cheboygan County.

PROJECT: I-75 BL / M-72 Bridge Rehabilitation *

LOCATION: Crawford Co., MI

Client: MDOT Gaylord TSC

Date: 07/2016

MDOT Engineer for application of epoxy overlay to existing bridge deck, deck patching, joint replacement, structural steel repair, cleaning and coating of existing structural steel, substructure repair, and approach reconstruction on M-72 over the AuSable River and on M-72/I-75BL over the South Branch AuSable River in the city of Grayling, Crawford County.

**Completed prior to joining OHM Advisors*

**EMPLOYEE NAME****TRACI M. PAIGE, PE****TITLE ROLE ON THIS PROJECT****PROJECT MANAGER****COMPANY NAME**

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 2 Other Firms: 16

EDUCATION

Year	School	City	State
2002	Michigan Technological University	Houghton	MI

LICENSES AND REGISTRATIONS

Year	State	License #
2008	MI	620155234

CERTIFICATIONS AND TRAINING

Bridge Deck Construction and Rehabilitation	Hazmat Radiation and Nuclear Gauge
Computerized Office Technician	MDEQ, SESC Comprehensive Part 91
DRB Administration & Practice and Advance Chairing Workshop	MDEQ, Storm Water Mgmt Operator- Construction Site
Ethics Awareness for the Transportation Industry	Materials Acceptance Process

GENERAL EXPERIENCE AND QUALIFICATIONS

Ms. Paige brings expertise in management of varied municipal, recreational, transportation design, and construction projects. Prior to working with Orchard, Hiltz & McCliment, Inc. (OHM), Traci was the Assistant Construction Engineer at the MDOT Bay City TSC for over three years. There, she was responsible for the project management and delivery of many high-profile transportation projects. As a project engineer/manager, she has over 17 years of multi-faceted experience in providing design and construction engineering services on multiple road, bridge, marina, wetland rehabilitation, structures, non-motorized trail, and various other projects. Traci's experience in contract administration also includes technical and engineering assistance, office technician assistance, full-time inspection and materials testing. Traci specializes in design and construction project management, scheduling, budget management, constructability assessment, client coordination, quality control, health and safety, and public interface on many types of projects.

SPECIFIC EXPERIENCE

PROJECT:	Harry S. Truman Parkway Over Saginaw River	LOCATION:	Bay City, MI
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Client:	City of Bay City	Date:	06/2018
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Construction Project Engineer/Manager for the Full CE project which included steel grid deck and stringer replacement with miscellaneous concrete repairs and epoxy overlay on the Independence Bridge over the Saginaw River, City of Bay City, Bay County.

PROJECT:	Patterson Avenue Reconstruction	LOCATION:	Bay City, MI
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Client:	City of Bay City	Date:	06/2018
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Construction Project Engineer/Manager for this MDOT Local Agency Project which included reconstruction of hot mix asphalt paving including curb and gutter, drainage improvements and storm sewer, sanitary repairs, water main replacement and sidewalks / restoration.

PROJECT:	US-10	LOCATION:	Various, MI
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Client:	MDOT – Mt. Pleasant TSC	Date:	Ongoing
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Project Manager on construction engineering for this 8.40 miles of hot mix asphalt cold milling and resurfacing, drainage and guard-rail upgrades on US-10 from just west of the Clare/Osceola county line easterly to just west of Ludington Drive, Clare and Osceola Counties. Traffic was maintained with a single lane in each direction utilizing traffic regulators.

Part I - Technical

02 Personnel



EMPLOYEE NAME

ZANE HYRKAS, PE

TITLE ROLE ON THIS PROJECT

PROJECT MANAGER

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 3 Other Firms: 6

EDUCATION

Year	School	City	State
2011	Michigan Technological University	Houghton	MI

LICENSES AND REGISTRATIONS

Year	State	License #
2016	MI	6201063676

CERTIFICATIONS AND TRAINING

ACI Concrete Strength Testing Technician	APNGA Nuclear Gauge Safety & US
OSHA 30	DOT Hazmat

GENERAL EXPERIENCE AND QUALIFICATIONS

Zane is a Project Manager and civil engineer with extensive experience managing site design and road projects. Zane has assisted with SAW grants for municipalities in Upper Peninsula including Baraga, Hancock, and Ontonagon. He is also leading the Grant Township Wastewater Treatment Plan Modifications and is familiar with the system in Copper Harbor. Zane graduated from Michigan Technological University with a degree in Civil Engineering and prior to joining OHM Advisors, he worked for Fisher Contracting Company located in Midland, Michigan.

SPECIFIC EXPERIENCE

PROJECT: Hancock to Calumet Rail Trail Flood Repairs **LOCATION:** Hancock, MI

Client: MI - DTMB / MDNR Date: Ongoing

Project Manager for Damage Assessment & Slump Stabilization for dozens of washouts and culvert failures along the existing Copper Range Railroad grade and the Calumet/Hecla Railroad grades caused by a significant storm event. To complete the repairs, the DNR requested OHM to review the culvert installations, determine the capacity of the culverts and the 100 year storm flow rates, and any additional permanent stabilization required. As part of this effort OHM performed surveys and site inspections, collected drainage areas with use of ArcGIS software, and completed flow calculations.

PROJECT: 2018 FHWA Emergency Repairs **LOCATION:** Hancock, MI

Client: City of Hancock Date: Ongoing

Lead Civil Engineer for this crucial project that included damage assessments, preliminary construction cost estimating, preliminary engineering, bid assistance and construction oversight in order to perform emergency repairs on several FHWA routes after the City of Hancock experienced a severe storm event on June 17, 2018. A total of 18 affected sites were identified as having damage to road surfaces, sidewalks and utilities. There were also instances of storm sewer damage and failure and culvert damage. Work was spread over 7 separate work orders.

PROJECT: Bergland Boating Access Site **LOCATION:** Various, MI

Client: MI - DTMB / MDNR Date: 2017

Project Manager and Civil Engineer on project to upgrade the boating access site. Improvements included HMA paving, ADA compliance, and site lighting upgrades. OHM Advisors also be provided field services during the construction process.



EMPLOYEE NAME

JARED HYRKAS, PE

TITLE ROLE ON THIS PROJECT

PROJECT MANAGER

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 1 Other Firms: 6

EDUCATION

Year	School	City	State
2012	Michigan Technological University	Houghton	MI

LICENSES AND REGISTRATIONS

Year	State	License #
2016	MI	63750

GENERAL EXPERIENCE AND QUALIFICATIONS

Jared Hyrkas recently joined OHM Advisors as a Project Manager, bringing with him 6 years of experience as a Project Manager/ Estimator and Project Engineer on diverse industrial and commercial projects. Jared can demonstrate responsible and effective communication practices with clients, design team, contractors, subcontractors, and suppliers. He is proficient in current safety practices, coordination of subcontractors, scheduling, site management, engineering, problem solving, and estimating

SPECIFIC EXPERIENCE

PROJECT: MNRTF Recreational Pier at Hancock Beach LOCATION: Hancock, MI

Client: City of Hancock Date: Ongoing

Civil Engineer/ Construction Oversight for the design of a 10-foot wide recreational pier located at Hancock Beach in Hancock, MI. The structure was timber-framed, mounted on H-pilings, and included the installation of a prefabricated kayak launch. An existing walking trail was regraded, and a wooden footbridge was replaced during construction. A path from the parking lot to the pier was made ADA compliant during construction. OHM provided survey services, handled permitting, prepared plans and specifications and oversaw construction.

PROJECT: Black River Railcar Bridge LOCATION: Copper Harbor, MI

Client: MI-DMTB / MDNR Date: Ongoing

Project Manager for the replacement of a twelve foot wide single land bridge over the Black River. The proposed superstructure is to be steel with a timber deck with steel beam guardrail railings. Cross sections of the stream will be surveyed and a Hec-Ras analysis will be performed to verify 100 year flood elevations and scour requirements for the new abutments. Services being provided include construction administration.

PROJECT: Donken/Tapiola Road Bridge Replacements LOCATION: Portage Township, MI

Client: MI - DTMB / MDNR Date: Ongoing

Project Manager for the removal and relocation of two temporary steel bridge structures and removal and disposal of two existing timber bridge structures and abutments beneath the steel structures. The existing timber structures spanned roughly 7' and are 16' wide. One structure was located on the Main Branch of Bart Creek and the other was on the North Branch of Bart Creek. The structures were replaced with Aluminum box culverts with slightly larger spans and lengths. The work included excavation, backfill, aluminum wing walls, a new gravel road surface over the bridge, slope restoration, and erosion control measures

Part I - Technical

02 Personnel



EMPLOYEE NAME

NICHOLAS C. NOWAK

TITLE ROLE ON THIS PROJECT

LEAD TESTING/INSPECTION TECHNICIAN

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 1 Other Firms: 11

EDUCATION

B.S. in Construction Management

Year

2006

School

Northern Michigan University

City

Marquette

State

MI

CERTIFICATIONS AND TRAINING

MCA Concrete Field Testing Technician, Level 1

ACI Concrete Field Testing Technician – Level 1

Michigan Certified Aggregate Technician – Level 1

MDOT Density Technology

SESC Comprehensive - #SE/C 01136 - 07/2023

MDOT Bridge Paint School

Bridge Rehabilitation & Construction

MDEQ Storm Water Mgmt – Construction Site

OSHA 30 Hour Construction Safety

MDOT Computerized Office Technology

MDOT HMA Paving Operations

MDOT Concrete Paving Operations

Construction of MSE Walls & Reinforced Slopes

Hazmat Radiation & Nuclear Gauge

GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Nowak is a Senior Construction Technician. Although new to OHM, Nick has over 11 years of experience delivering MDOT projects. For the past 7 years, Nick was a well-respected Construction Technician at MDOT's Brighton TSC where he gained extensive experience with bridge rehabilitation and reconstruction, HMA paving, concrete pavement reconstruction, concrete pavement rehabilitation, earthwork, and maintenance of traffic. His experience includes numerous projects ranging in size and complexity. Along with his inspection and testing experience, he is also high skilled in field surveying data collection for pre-design, project lay out, documenting as-built conditions, and inspection documentation. Nick also provides technical assistance to construction engineers for Work Order preparation, documentation of the additional work, and field implementation. His experience lends him to be an invaluable asset to any construction team.

SPECIFIC EXPERIENCE

PROJECT: US-24 Box Culvert over Little Lake Creek *

LOCATION: Monroe County, MI

Client: MDOT Brighton TSC

Date: 2018

Senior Construction Technician on this box culvert replacement project which carries US-24 over Little Lake Creek in Monroe County. Construction consisted of DEQ permits with NPDES reporting, temporary sheet piling, stream diversion, existing culvert demolition, culvert bedding, pre-cast box culvert placement, cast in place reinforced concrete aprons, slope scour countermeasures, HMA paving, guardrail improvements, slope restoration, and pavement markings.

PROJECT: M-17 Pedestrian Refuge Island *

LOCATION: Washtenaw County, MI

Client: MDOT Brighton TSC

Date: 2018

Senior Construction Technician on the construction of a concrete pedestrian refuge island on M-17 between Redwood and Rosewood Avenues, in Washtenaw County. Construction consisted of concrete curb and gutter, concrete base course, ADA concrete ramp and sidewalk upgrades, HMA paving, turf establishment, pavement markings, and signing upgrades.

**Completed prior to OHM Advisors*



EMPLOYEE NAME

DANIEL W. ULRICH

TITLE ROLE ON THIS PROJECT

LEAD TESTING/INSPECTION TECHNICIAN

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 1 Other Firms: 37

EDUCATION

Bachelor of Landscape Architecture

Year

1980

School

Ball State University

City

Muncie

State

IN

CERTIFICATIONS AND TRAINING

ACI Concrete Field Testing Technician, Grade 1

MCA Concrete Field Testing Technician, Level 1

ACI Concrete Strength Testing Technician

MCA Advanced Concrete Technician, Level 2

MDOT HMA Paving Operations

Michigan Certified Aggregate Technician, Level 2

MDOT Michigan Qualified HMA QC/QA Technician

MDOT Density Technology

Michigan Certified HMA Local Agency Sampling

Storm Water Management Operator- Construction Site, MDEQ

Radiation Safety Officer Class

Hazmat Radiation and Nuclear Gauge

GENERAL EXPERIENCE AND QUALIFICATIONS

Lead Construction Technician with over 30 years of construction inspection and testing experience. Dan’s quality assurance knowledge in material acceptance combined with his high level of detail provides excellent documentation on any project. He has extensive bituminous and concrete MDOT QA/QC experience, which provides valuable input to design staff for high volume road reconstruction and rehabilitation projects. He has been a bituminous plant inspector for 25 MDOT projects in the past 6 years.

SPECIFIC EXPERIENCE

PROJECT: Laughing Whitefish Falls State Park

LOCATION: Marquette County, MI

Client: MI-DTMB

Date: 2018

Construction Inspector/Materials Testing for a project that included providing upgrades to existing structures with the highest level of accessibility. Staff structural engineers evaluated the existing structures; including platforms, stairs, foundation and footings. We also performed a geotechnical investigation and site topographic survey. Our services included review of the ADA accessibility and Universal Design standards and a recommendation for the best course of action. Phase 600 and 700 construction phase activities including materials testing were completed in 2018.

PROJECT: Wilderness State Park Lakeshore Campground Redevelopment

LOCATION: Carp Lake, MI

Client: MI-DTMB

Date: Ongoing

Performed construction inspection and material testing services for the Wilderness State Park Redevelopment Phases I-IV which included site and road improvements at the Utility & Day-Use area and the Bluffs and Lakeshore campgrounds. Phase 700— Construction Administration and Testing Services included soil, aggregate, concrete, and HMA pavement, including sieve analyses and density testing for soil and aggregates; sampling, slump, air content, temperature, and compressive strength testing for concrete; and thickness, smoothness, and density testing for HMA pavement.

Part I - Technical

02 Personnel



EMPLOYEE NAME

JAMIE DICK

TITLE ROLE ON THIS PROJECT

LEAD TESTING/INSPECTION TECHNICIAN

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 0 Other Firms: 8

EDUCATION

A.A.S., Concrete Technology

Year

2010

School

World Center for Concrete Technology

City

Alpena

State

MI

CERTIFICATIONS AND TRAINING

MCA Concrete Field Testing Technician, Level 1

MCA Concrete Construction Inspection

MCA Concrete Field Testing Technician, Level 2

Michigan Certified Aggregate Technician - Sampling

ACI Concrete Field Testing Technician Grade 1

MDOT Concrete Paving Inspection

ACI Concrete Strength Testing Technician

MDOT Density Technology

GENERAL EXPERIENCE AND QUALIFICATIONS

Jamie has nearly nine years of construction materials testing and inspection experience. He has been responsible for performing QA construction materials testing of concrete, HMA, & density on multiple MDOT projects which requires daily reporting and documentation. In addition to testing materials onsite, he has experience in coordinating of density testing (overseeing multiple onsite technicians), concrete testing (setting up QA testing, and tracking), and HMA testing (tracking, core layout, & sampling). Jamie has experience reviewing contractor submittals of concrete QC plans and concrete mix designs for MDOT projects. He has also performed field inspection that requires writing MDOT inspector daily reports.

SPECIFIC EXPERIENCE

PROJECT: Wilderness State Park Lakeshore Campground Redevelopment

LOCATION: Carp Lake, MI

Client: MI-DTMB

Date: Ongoing

Performed construction inspection and material testing services for the Wilderness State Park Redevelopment Phases I-IV which included site and road improvements at the Utility & Day-Use area and the Bluffs and Lakeshore campgrounds. Phase 700— Construction Administration and Testing Services included soil, aggregate, concrete, and HMA pavement, including sieve analyses and density testing for soil and aggregates; sampling, slump, air content, temperature, and compressive strength testing for concrete; and thickness, smoothness, and density testing for HMA pavement.

PROJECT: Detroit Riverwalk East of Chene Park *

LOCATION: Detroit, MI

Client: AECOM

Date: 2017

Materials Testing Technician Performed Materials Testing (Concrete and Density Testing of Soils) on 0.09 miles of pedestrian bridge, shared-use path, retaining wall, drainage, landscaping, signing and lighting on the East Detroit Riverfront Riverwalk. This project included the use of an innovative bridge design and Geo-cell lightweight concrete fill for the bridge approaches.

PROJECT: US-31 Reconstruction and Realignment

LOCATION: Petoskey, MI

Client: Martin J. Concrete, Inc.

Date: Ongoing

Field and Lab Testing Technician - OHM provided contractor survey staking and concrete quality control services for this 1.27 miles of hot mix asphalt reconstruction and realignment, concrete retaining wall reconstruction, drainage, sanitary and water main reconstruction, traffic signal work, guardrail and pavement markings.

**Completed prior to OHM Advisors*



EMPLOYEE NAME

LANE T. SELF

TITLE ROLE ON THIS PROJECT

LEAD TESTING/INSPECTION TECHNICIAN

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 5 Other Firms: 2

EDUCATION

	Year	School	City	State
Associate of Science in Construction Management	2016	ITT Technical Institute	Flint	MI
Associate of Science in Architecture Technology	2013	Delta College	Midland	MI

CERTIFICATIONS AND TRAINING

ACI Concrete Field Testing Technician, Grade 1	MCA Concrete Field Testing Technician, Level 1
Bridge Deck Construction and Rehabilitation	MDOT Density
Concrete Paving Inspection	Michigan Certified Aggregate Technician, Level 1
HMA Paving Operations	Michigan Certified HMA Laboratory Technician, Level 1
Materials Acceptance Process Training	Storm Water Management Operator- Construction Site, MDEQ
Hazmat Radiation and Nuclear Gauge	Constructing Pedestrian Facilities for Accessibility

GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Self has over seven years of experience as a construction technician working primarily on MDOT projects or local agency projects with MDOT funding. He has provided field inspection and testing services for the Mt. Pleasant and Bay City TSCs over the last three years. As a construction technician, Lane has been on numerous HMA paving projects, performed density testing on assorted road, bridge, and utility projects, and acted in a lead role for a bridge replacement project in Saginaw County. In performing inspection and testing duties for these projects in support of MDOT, Lane is proficient at submitting all reports and forms electronically using FieldBook, FieldNet, and ProjectWise.

SPECIFIC EXPERIENCE

PROJECT: As-Needed Inspection and Testing Services **LOCATION:** Bay City, MI

Client: MDOT Date: 05/2017

Construction Technician for 3.87 miles of multi-staged cold milling and resurface, two-course HMA overlay, concrete curb and gutter, sidewalk and ADA ramps, drainage and pavement marking. Performed SESC reporting and monitoring, density testing, concrete testing, HMA paving inspection, HMA core logging, inspection for storm sewer and pavement marking inspection.

PROJECT: As-Needed CEI - Orion Road Intersection **LOCATION:** Lake Orion, MI

Client: Road Commission of Oakland County Date: Ongoing

Construction Technician for construction of a mini roundabout including concrete curb and gutter, drainage improvements, concrete sidewalks, ADA upgrades and hot mix asphalt paving. This context sensitive project required significant stakeholder and adjacent property owner coordination due to the challenged configuration of the existing intersection.

PROJECT: Canal Road Emergency Repairs **LOCATION:** Houghton County, MI

Client: Houghton County Road Commission Date: Ongoing

Lead Construction Technician responsible for quality assurance for emergency flood repairs at 14 locations along 2.45 mi of Canal Road, in Houghton Co., MI. Work included debris clean-up, guardrail repairs, landscape block retaining walls, culvert and storm sewer repairs, grading, HMA pavement resurfacing and restoration.

Part I - Technical

02 Personnel



EMPLOYEE NAME

TYLER R. REED

TITLE ROLE ON THIS PROJECT

LEAD TESTING/INSPECTION TECHNICIAN

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 3 Other Firms: 1

CERTIFICATIONS AND TRAINING

ACI Concrete Field Testing Technician Grade 1
MDOT Density Technology
Michigan Certified Aggregate Technician, Level 1
MDOT Materials Acceptance Process
MDOT Bridge Deck Construction & Rehabilitation
MDEQ Stormwater Mgmt Operator- Construction Site
OSHA Confined Space Entry
Constructing Pedestrian Facilities for Accessibility

MCA Concrete Field Testing Technician Level 1
Hazmat Radiation and Nuclear Gauge
MDOT HMA Paving Operations
MDOT Bridge Paint School
NASSCO, PACP, MACP, LACP Certified
MDEQ, SESC Comprehensive Part 91
OSHA 30 Hour Construction Safety

GENERAL EXPERIENCE AND QUALIFICATIONS

Tyler Reed has over four years of experience as a construction technician working primarily on MDOT projects or local agency projects with MDOT funding. As a construction technician, Tyler has been on numerous HMA paving projects, performed density testing on assorted road, bridge, and utility projects. In performing inspection and testing duties for these projects in support of MDOT, Tyler is proficient at submitting all reports and forms electronically using FieldBook, FieldNet, and ProjectWise.

SPECIFIC EXPERIENCE

PROJECT: As Needed Inspection and Testing - Huron TSC **LOCATION:** Huron TSC

Client: MDOT Huron TSC Date: Ongoing

Construction Technician responsible for the inspection services for the M-19 HMA overlay paving project, M-19 Chip and Seal, M-25 in Port Sanilac and various other projects.

PROJECT: As-Needed CEI - Orion Road Intersection **LOCATION:** Lake Orion, MI

Client: Road Commission of Oakland County Date: 12/2018

Construction Technician for construction of a mini roundabout including concrete curb and gutter, drainage improvements, concrete sidewalks, ADA upgrades and hot mix asphalt paving. This context sensitive project required significant stakeholder and adjacent property owner coordination due to the challenged configuration of the existing intersection.

PROJECT: As-Needed CEI - 2018 Bridge Preventative Maintenance Project **LOCATION:** Waterford, MI

Client: Road Commission of Oakland County Date: 10/2018

Construction Technician for the preventative maintenance activities for multiple bridges (Manor Road over Rouge River and Secord Lake Road over East Creek)

PROJECT: Patterson Avenue Reconstruction **LOCATION:** Bay City, MI

Client: City of Bay City Date: 06/2018

Lead Technician for this MDOT Local Agency Project, which included reconstruction of hot mix asphalt paving including curb and gutter, drainage improvements and storm sewer, sanitary repairs, water main replacement and sidewalks / restoration.



EMPLOYEE NAME

JOSHUA RIGHI

TITLE ROLE ON THIS PROJECT

LEAD TESTING/INSPECTION TECHNICIAN

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 5 Other Firms: 0

EDUCATION

Bachelor of Science in Exercise Science

Year

2012

School

Saginaw Valley State University

City

Saginaw

State

MI

CERTIFICATIONS AND TRAINING

ACI Concrete Field Testing Technician, Grade 1

Concrete Paving Inspection

Constructing Pedestrian Facilities for Accessibility

HMA Paving Operations

Bridge Construction and Rehabilitation

Materials Acceptance Process Training

MCA Concrete Field Testing Technician, Level 1

MDOT Density

Michigan Certified Aggregate Technician, Level 1

Michigan Certified HMA Laboratory Technician, Level 1

PACP, MACP, & LACP Certified

MDEQ, SESC Comprehensive Part 91

GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Righi has over 5 years of experience with construction inspection and testing services including soil density, hot mix asphalt (HMA), and concrete quality control testing for various MDOT and municipality projects with MDOT funding. He has provided field inspection and testing services for the Mt. Pleasant and Bay City TSCs over the last three years. He has worked his way into a Lead Inspector with the multiple structure replacement and road way projects he has been involved with. Josh is proficient at submitting all reports and forms electronically using Fieldbook, FieldNet and ProjectWise.

SPECIFIC EXPERIENCE

PROJECT: As-Needed Inspection and Testing Services

LOCATION: Midland, MI

Client: City of Midland

Date: Ongoing

Lead Technician for 1.0 mile of street reconstruction on Manor Drive in the City of Midland, MI. Project included water main installation, storm sewer upgrades, HMA crushing and shaping, concrete curb and gutter installation, driveway and sidewalk improvements and HMA paving. This work was done with lanes closures and detours in three separate phases in a residential area. All work was performed in accordance with MDOT specifications and project was run through FieldManager.

PROJECT: As-Needed Inspection and Testing Services

LOCATION: Bay Region

Client: MDOT Bay City TSC

Date: Ongoing

Construction Technician for the Bay City TSC as needed contract. The team is providing construction inspection services to 9 Mile over US10 and multiple structure replacements on M-13. Responsibilities included density testing for 9 Mile over US-10 and bridge inspection. Josh provided full time support with pile driving and sub structure construction, saximeter testing on pile driving, density testing on sand and clay, and concrete testing for M-13 structure replacements.

PROJECT: M-57 Weigh Station - As Needed CEI

LOCATION: Bay Region

Client: MDOT Mt. Pleasant TSC

Date: 06/2017

Lead Construction Technician for 0.04 mi of concrete pavement placement and installation of a Portable Intermittent Truck Weigh Station (PITWS) on the service drive (Romney Road) to the park and ride in the northwest quadrant of the interchange of US-127 and M-57, Gratiot County.

Part I - Technical

02 Personnel



EMPLOYEE NAME

ERIC D. TURLAND

TITLE ROLE ON THIS PROJECT

LEAD TESTING/INSPECTION TECHNICIAN

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 4 Other Firms: 0

EDUCATION

Bachelor of Arts in Criminal Justice

Year

2010

School

Saginaw Valley State University

City

Saginaw

State

MI

CERTIFICATIONS AND TRAINING

ACI Concrete Field Testing Technician, Grade 1

MCA Concrete Field Testing Technician, Level 1

MDOT Concrete Paving Inspection

Michigan Certified Aggregate Technician, Level 1

MDOT HMA Paving Operations

MDOT Bridge Deck Construction and Rehabilitation

MDOT Bridge Paint School

MDOT Materials Acceptance Process

MDOT Density Technology

Hazmat Radiation and Nuclear Gauge

Materials Acceptance Process Training

OSHA 30-Hour Construction Safety

GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Turland has over 4 years of experience with construction inspection and testing services including soil density, hot mix asphalt (HMA), and concrete quality control testing for various MDOT and municipality projects with MDOT funding. He has provided field inspection and testing services for the Huron and Bay City TSCs. He has worked his way into a Lead Inspector with the multiple structure replacement and road way projects he has been involved with. Eric is proficient at submitting all reports and forms electronically using FieldBook, FieldNet and ProjectWise.

SPECIFIC EXPERIENCE

PROJECT: As-Needed Inspection and Testing Services

LOCATION: Huron TSC

Client: MDOT Huron TSC

Date: 02/2018

As needed Construction Technician responsible for the inspection services for the M-19 chip and seal project, M-46/M-25 in Port Sanilac, M-46 paving project, Blue Water Bridge maintenance paving project / pavement repairs, and various other projects.

PROJECT: As-Needed Inspections and Testing Services

LOCATION: Bay City, MI

Client: MDOT Bay City TSC

Date: 12/2016

Construction Technician for the Bay City TSC as needed contract. Eric was assigned to provide construction inspection services for multiple facets of construction on M-13 in Saginaw County. Additional assignments to this contract included a full CE project on M-52, which consisted of a chip and seal project on M-52 in Saginaw County.

PROJECT: Blue Water Bridge Maintenance Parking Lot

LOCATION: St. Clair County, MI

Client: MDOT Huron TSC

Date: 07/2018

Lead Construction Technician responsible for inspection on this parking lot rehabilitation project. Work included pavement repairs, cold milling and resurfacing, concrete curb and gutter removal and replacement and pavement markings. This work was done as part of OHM's as-needed inspection and testing services contract with the Huron TSC.



EMPLOYEE NAME

MATTHEW SCHULTZ

TITLE ROLE ON THIS PROJECT

LEAD TESTING/INSPECTION TECHNICIAN

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 4 Other Firms: 24

CERTIFICATIONS AND TRAINING

ACI Concrete Field Testing Technician, Grade 1

ACI Concrete Strength Testing Technician

Concrete Paving Inspection

Confined Space Entry

Hazmat Radiation and Nuclear Gauge

Michigan Certified HMA Laboratory Technician, Level 1

Materials Acceptance Process Training

HMA Paving Operations

MCA Concrete Field Testing Technician, Level 1

MDOT Density

Michigan Certified Aggregate Technician, Level 1

Michigan Certified HMA Laboratory Technician, Level 1

SESC Comprehensive Part 91, MDEQ

Storm Water Management Operator- Construction Site, MDEQ

Construction Pedestrian Facilities for Accessibility

Bridge Construction and Rehabilitation

GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Schultz is a Lead Construction Technician primarily involved with projects for the MDOT. Matt has delivered numerous projects throughout the Bay Region. His role on this project will be to draw on his many years of construction experience and problem solve issues as they arise in the field. Whether this is a traffic maintenance issue or a material performance question he will be a valuable asset to the staff assigned. Past project responsibilities include field supervision of teams of technicians and testing professionals, materials compliance, enforcing proper installation methods used by Contractors, and adherence by contractors to maintenance and traffic control requirements. He also has experience with E-Construction and is proficient in using MDOT ProjectWise.

SPECIFIC EXPERIENCE

PROJECT: As Needed Inspection and Testing - Huron TSC

LOCATION: Huron TSC

Client: MDOT Huron TSC

Date: Ongoing

Lead Construction Technician responsible for the inspection services for the M-19 HMA overlay paving project, M-19 Chip and Seal, M-25 in Port Sanilac and various other projects.

PROJECT: As-Needed Inspections and Testing Services

LOCATION: Bay City, MI

Client: MDOT Bay City TSC

Date: 05/2017

Senior Construction Technician responsible for the scheduling and supervision of inspection/testing staff for the Bay City TSC as-needed contract. The team has provided construction inspection services to the M-13 paving projects, M-57 bridge projects, Full CEI for the M-52 crack seal, chip and fog project, 9 Mile over US-10 bridge, US-10 over I-75, multiple structure replacements on M-13 and various other projects.

PROJECT: Port Huron Welcome Center along I-94/I-69

LOCATION: St. Clair County, MI

Client: MDOT Macomb/St. Clair TSC

Date: 10/2016

Lead Construction Technician for the construction of a new welcome center/rest area near Port Huron. Project included site improvements, approximately 0.5 miles of water main, sanitary sewer, storm sewer, electrical feed, concrete curb and gutter, HMA paving of the parking areas and ramps, construction of the building, site restoration, and landscaping. Extensive sidewalk was placed along with picnic tables, benches and barbeque stoves. Two unique elements included in the project are, ITS systems to connect MDOT's ITS system to the building computer center and a Portable Intermittent Truck Weigh Station (PITWS) to be placed at the site.

Part I - Technical

02 Personnel



EMPLOYEE NAME

JACK L. NIEMI

TITLE ROLE ON THIS PROJECT

LEAD TESTING/INSPECTION TECHNICIAN

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 6 Other Firms: 30

EDUCATION

Bachelor of Science in Civil Engineering

Year

1985

School

University of Kansas

City

Lawrence

State

Kansas

CERTIFICATIONS AND TRAINING

ACI Concrete Field Testing Technician, Grade 1

Michigan Certified HMA Laboratory Technician, Level 1

ACI Concrete Strength Testing Technician

Nuclear Testing Equipment

HMA Paving Operations

8 Hour HAZWOPER Refresher Training, Safety Unlimited

MCA Concrete Field Testing Technician, Level 1

PACP, MACP, & LACP Certified

MDOT Density

Pavement Rehabilitation Training

Michigan Certified Aggregate Technician, Level 1

SESC Comprehensive Part 91, MDEQ

GENERAL EXPERIENCE AND QUALIFICATIONS

Mr. Niemi is a Senior Construction Technician primarily involved with projects for the Michigan Department of Transportation. Jack has delivered numerous projects throughout the Bay Region. His responsibilities include field supervision, materials compliance, enforcing proper installation methods used by Contractors, and adherence by contractors to maintenance and traffic control requirements. His duties include record keeping of daily events and monitoring contract quantities utilizing MDOT Field Book software.

SPECIFIC EXPERIENCE

PROJECT: As-Needed Warranty Inspection & Documentation Services **LOCATION:** Grand Region, MI

Client: MDOT Grand Region Date: 2018

Lead Construction Technician responsible for engineering services that included monitoring the MDOT Statewide Administration Database (SWAD) for upcoming inspections; then performing interim and final warranty inspections, including documentation of findings and assessment of defects in comparison with warranty thresholds for the Project Manager to prepare the final report to the MDOT Project Manager and appropriate Resident Engineer. The types of projects included Capital Preventative Maintenance (CPM) and Rehabilitate and Reconstruct Pavement (R/R). The project also included services for bridge warranty repair work.

PROJECT: LCRC 2015 As-Needed Services **LOCATION:** Livingston County, MI

Client: Livingston County Road Commission Date: 12/2016

Laboratory Construction Technician performed materials testing during as needed services by the LCRC.

PROJECT: Bay City TSC As-Needed Services **LOCATION:** Bay County, MI

Client: MDOT Bay City TSC Date: 03/2016

OHM was contracted by MDOT to provide as-needed services in the Bay region. Duties include inspection on bridge and roadway construction engineering, aggregate testing, pavement inspections, technical assistance, and bridge painting inspection services.



EMPLOYEE NAME

MARK MUSZYNSKI, PHD, PE

TITLE ROLE ON THIS PROJECT

GEOTECHNICAL ENGINEER

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 1 Other Firms: 18

EDUCATION

	Year	School	City	State
PhD, Geotechnical/Civil Engineering	2013	University of Illinois at Urbana-Champaign	Champaign	IL
MS, Geotechnical/Civil Engineering	2000	Michigan Technological University	Houghton	MI
BS, Structural/Civil Engineering	1998	Michigan Technological University	Houghton	MI

LICENSES AND REGISTRATIONS

	Year	State	License #
Professional Engineer		MI	62010-50952

GENERAL EXPERIENCE AND QUALIFICATIONS

Mark Muszynski has over 18 years of professional experience in civil engineering, including 8 years full-time with a firm in Northern Michigan followed by 10 years of part time work experience at other firms and/or consulting. He is a faculty member at Gonzaga University in Spokane, Washington, primarily teaching courses in civil engineering, professional practice, and foundation engineering topics.

SPECIFIC EXPERIENCE

PROJECT: Hancock to Calumet Rail Trail Flood Repairs **LOCATION:** Hancock, MI

Client: MI - DTMB / MDNR Date: Ongoing

Structural Engineer performing site inspections on 160 culverts over 9.5 mi of trail for the damage incurred during the 2018 “Father’s Day Flood.” OHM used a GIS database to effectively communicate with field staff, engineers, the client and FEMA throughout the condition assessments. High priority locations were presented to the client immediately following the inspections and a summary report was written summarizing the condition at each of the culvert sites along with recommended repairs. Services were also provided to inspect emergency repairs to ensure adequate installation and capacity. A second report was written with those results. OHM services included; survey, site inspections, condition documentation, production of a live GIS map, fulfilling FEMA requests for information, design of recommended best practices for repairs, and report writing.

PROJECT: Fred Meijer White Pine State Park Trail over East Branch Hersey Creek Culvert Replacement **LOCATION:** Reed City, MI

Client: MI - DTMB / MDNR Date: 2019

Geotechnical Engineer for design of a concrete box culvert to replace the existing damaged culvert at the East Branch Hersey Creek crossing on the White Pine Trail. The construction was part of a larger trail project designed by MDOT for the MDNR. Our design improves the hydraulics at the site by providing a culvert size to adequately span the bank full width as required by the MDEQ. OHM worked with MDOT and MDNR along with MDTMB to complete the design to meet required AASHTO, MDOT and MDNR standards.

PROJECT: Alpena to Hillman Trail **LOCATION:** Alpena, MI

Client: MI - DTMB / MDNR Date: Ongoing

Geotechnical Engineer This project included two sites on Anchor Creek and Thunder Bay River. Each site had an existing bridge needing to be reconstructed, including elements of the foundation elements and the bridge superstructure. The project included removal of each structure, with installation of new timber piles for the Anchor Creek site and steel pipe pile for the Thunder Bay, and construction/placement of a new bridge. Provided geotechnical engineering services, including an evaluation of the ground conditions and soil parameters for the project.

Part I - Technical

02 Personnel



EMPLOYEE NAME

TITLE ROLE ON THIS PROJECT

TRENT J. RAJALA, EIT

GEOTECHNICAL ENGINEER

COMPANY NAME

Orchard, Hiltz & McCliment, Inc. (OHM)

YEARS OF EXPERIENCE

Years with OHM: 2 Other Firms: 4

EDUCATION

Bachelor of Science in Civil Engineering

Year

2015

School

Michigan Technological University

City

Houghton

State

MI

CERTIFICATIONS AND TRAINING

ACI Concrete Testing Grade 1

MDOT HMA Level 1

Troxler Nuclear Gauge/Hazmat

MDOT HMA Paving Operations

MDOT Density Technology

MDEQ Stormwater Operator - Construction Site

MCA Concrete Field Testing Level 1

MDOT Aggregate Technician Level 1

DOT Bituminous Technician Level 1

MDOT Bridge Paint Certification

GENERAL EXPERIENCE AND QUALIFICATIONS

Trent Rajala has over five years of experience as a construction technician working primarily on MDOT projects or local agency projects with MDOT funding. As a construction technician, Trent has been on numerous projects under the current As-Needed Inspection and Testing contract through the Crystal Falls TSC. He is proficient at submitting all reports and forms electronically using FieldBook, FieldNet, and ProjectWise.

SPECIFIC EXPERIENCE

PROJECT: As-Needed Inspection and Testing, Crystal Falls TSC

LOCATION: Various, MI

Client: MDOT

Date: 2018

Construction Technician for the as-needed contract with the Crystal Falls TSC through the 2017 and 2018 construction Season. Responsibilities included the inspection and testing on 5 of the 7 projects throughout the contract term. Projects included milling and resurfacing, sidewalk and ramp upgrades, traffic signal modernizations, crack filling, and bridge removal and replacement in Gogebic and Delta County.

PROJECT: Black River Railcar Bridge

LOCATION: Copper Harbor, MI

Client: MI-DMTB / MDNR

Date: Ongoing

Geotechnical Engineer for soil borings to verify existing soil conditions for the replacement of a twelve foot wide single land bridge over the Black River. The proposed superstructure is to be steel with a timber deck with steel beam guardrail railings.

PROJECT: Portage Marsh Parking Lot

LOCATION: Forest River Township, MI

Client: MI-DTMB

Date: 2017

Construction Inspector / Field Technician for the placement of three inches of hot mix asphalt pavement over the existing 19,000 sf of gravel surface parking lot and improve drainage around the lot. The parking lot and access drive to the site are located on Portage Point within the Portage Marsh State Wildlife Management Area. This project included survey, soils investigation and hydraulic analysis, contract document development, permitting assistance, and complete Phases 600 and 700 Construction Administration and Field Services.



Jonathan Zaremski, P.E.

Geotechnical Services Manager

Jonathan Zaremski has over 21 years of experience advising and managing a wide range of projects, from Federal and State Department of Transportation projects to large public works projects. Mr. Zaremski is well versed and experienced in managing and executing engineering projects for both public agencies and private owners from the conceptual and pre-design stage through construction. Mr. Zaremski has been involved with a wide variety of geotechnical explorations providing engineering analyses for pavements, deep foundations, underground utilities, sign and signal pole foundations, retaining walls, and below grade structures. Additionally, Mr. Zaremski has provided to our clients his value engineering technical insight and experience with soil design/engineering properties and associated construction applications.

MDOT I-94/US-31 Interchange Reconstruction, Benton Township, Berrien County, Michigan

HNTB, Peter Kinney, PE (313) 230-1010

Service Budget: \$642,822 Firm Role: Subconsultant 12/2018 – On going

Project Manager: The US-31 freeway project in Berrien County has been under development for over 40 years, with a plan to connect the I-80/I-90 Toll Road in Indiana to the US-31/ I-196 connection with I-94. Between 1981 and 2003, the US-31 freeway had been constructed up to Napier Road, where it currently terminates. In 2001, it was decided that the alignment of the freeway was to be shifted from the original plan to avoid environmental impacts and to reduce construction costs. Somat is providing geotechnical engineering for a new roadway extension and interchange between US-31 and I-94. Project includes reconstruction of roadways, bridges, culverts & utility upgrades. Performing geotechnical engineering investigation and analysis to support the design team.

Detroit Program Management Services, Detroit, Wayne County, Michigan

WSP Michigan, Inc., Ben Stupka (313) 963-5760

Service Budget: \$23,000 Firm Role: Subconsultant 08/2018 – 11/2018

Project Manager: The project consisted of streetscape improvements for McNichols Rd. between Livernois Ave. and Greenlawn Ave., Riopelle St. between Division St. and the Gratiot Connector Service Dr., and Bagley Ave. from 24th St. to the Fisher Freeway Service Dr. The overall project included re-envisioning the public right-of-way, improvements to sidewalks, curb extensions, landscaping and green storm water strategies, traffic pattern improvements, bike lanes, and improving neighborhood identity. Somat conducted a geotechnical investigation for each streetscape area, focusing on roadway pavement rehabilitation. In total, Somat performed eight (8) soil borings, three (3) hand auger probes and thirteen (13) pavement cores. Borings were performed to a depth of 5 to 10 feet below the existing ground surface, and recommendations for pavement design were given based on the encountered soils.

MDOT I-94 Lovers Lane to W. of Sprinkle Road, Kalamazoo County, Michigan

AECOM Great Lakes, Inc., Sean Kelsch, PE (616) 574-8500

Service Budget: \$547,970 Firm Role: Subconsultant 05/2017 – Ongoing

Project Manager: This project limits extends from the east of Lovers Lane to the west of Sprinkle Road. The design for this project was initially completed in 2003, which included the overall section of I-94 from west of 12th Street to west of Sprinkle Road. The project was split into five (5) contracts, with Contracts 1, 2, and 3 constructed and completed by 2012. Contracts 4 and 5 were shelved until funding could be secured. Responsible for the geotechnical investigation for the design of the pile foundations, utilizing the AASHTO LRFD design guidelines and MDOT Pile Special Provision, bridge approach subgrade recommendations, and comments on the proposed construction methods for temporary earth retention and groundwater control.

Education
BSE Civil & Environmental Engineering,
University of Michigan
Ann Arbor, Michigan
1998

Years Experience
21 Total
21 with Somat Engineering

Licenses and Registrations
Professional Engineer
Michigan, 2002, (6201049269)
Ohio, 2007, (72002)
Indiana, 2008 (10809304)
Maryland, 2014, (45227)
Virginia, 2014, (0402053421)
District of Columbia, 2014, (PE907610)
Pennsylvania 2017 (PE085873)

Part I - Technical

03 Approach | Management Summary, Work Plan, and Schedule

Management Summary

OHM Advisors will provide the full range of materials testing, construction quality control, and geotechnical engineering services as required for each project, as requested. Our work will be included in Tasks 300, 600, and 700, as itemized below, following the general discussion of work plan.

Work Plan

Initiation

Upon notification of the project, we will discuss the project with the DTMB Project Director and determine anticipated needs and scope of services. We will obtain project documents from the DTMB and review them for specified testing (or geotechnical) requirements. Depending upon the complexity of the project, we expect that we can provide a fee estimate for the project within 2 to 5 days. We can begin testing with as little as 24 hours' notice.

Materials Testing and Construction Quality Control

Each testing project will have a lead technician assigned to it to coordinate day-to-day testing with the DTMB and contractor. The technicians will be supervised by a senior, managing technician and professional engineer, who will confirm test procedures, review reports, and resolve issues.

Our testing protocol will strictly adhere to contract documents, following test methods and frequencies as specified or as modified by the DTMB/Professional, as allowed by the general conditions. Our testing procedures conform to ASTM test methods, unless other test procedures are specified. Strict adherence to protocol and procedure is important in that it gives confidence to the test results and is defensible in the event of a dispute.

Where our expertise indicates that specified testing is inappropriate, we will notify the project team in writing and make a recommendation for a revision.

Upon arrival at a construction site, our highly professional technicians will contact the project representative/inspector and the contractor's superintendent. Tests or inspections will be performed on the applicable item of work and the results immediately communicated to the contractor and project representative/inspector. Written results will follow quickly, electronically distributed to the owner-authorized distribution

list, which typically would include the DTMB, agency contact, contractor, and materials supplier.

When special inspections are required, our inspection scope of work will be based on the Schedule of Special Inspections, as prepared by the structural engineer of record, and the requirements of the Michigan Building Code. Results will be communicated and documented similar to test results.

OHM Advisors will perform the majority of testing and special inspections in-house.

Geotechnical Engineering

For geotechnical projects, we will discuss the project with the DTMB, client agency, and Professional, as appropriate, to develop the needs of the project and the exploration and laboratory testing program.

OHM Advisors' geotechnical engineer will compile the data and perform analyses, as required by the project, to develop recommendations. Analyses typically include bearing capacity, settlement, pile capacity, lateral earth pressures, slope stability, and seepage. Recommendations for the project will be based on these analyses.

Our investigation will be summarized in a geotechnical report including our understanding of the project, background information, field and laboratory methods, summary of subsurface conditions, conclusions, and recommendations, as well as boring logs, vicinity map, site and exploration plan, and other figures as may be necessary. Prior to being distributed, all reports will be reviewed by upper-level engineering staff for quality and completeness, and will be sealed by OHM Advisors' geotechnical engineer. Reports will be distributed as electronic PDF or hard copies, as desired.

As projects progress, supplemental analyses and recommendations can be added to respond to changes in overall scope of unforeseen conditions.

Safety is of paramount concern during geotechnical investigation fieldwork and onsite activities during construction. Our field personnel use appropriate personal protective equipment (PPE) including hard hats, high-visibility vests, and steel toed boots. Safety glasses and hearing protection are provided and used when necessary. Other safety gear, including fall-protection and personal floatation devices, are

available to our technicians and used when conditions warrant and when required by regulations. Our drill rig is equipped with emergency shut-off switches. Our firm encourages safe practices, and is reinforced by our culture, from the top down.

OHM Advisors' staff includes two technicians and a professional engineer with HAZWOPER 40-hour training. This training allows us to provide services at contaminated sites, per OSHA requirements.

Work by phase and task is itemized, below:

Phase 300 – Geotechnical, Preliminary Planning and Foundation Analysis

Comprehensive Investigation/Study Deliverables to meet the project requirements. Upon completion of field investigation, prepare complete report with an executive summary. Services under this phase may include, but are not limited to, coordination, environmental assessments, drilling, field sampling, data management, feasibility study and reports as described in the Project Statement.

Phase 600 – Construction Administration - Office/Laboratory Services

- **Administrative Office/Laboratory Services:** Coordinate services. Analyze, evaluate, and report test results. Determine whether materials meet project requirements.
- **Soil Consolidation/Compaction:** Provide lab testing and analysis to verify bearing capacity and settlement. Determine moisture-density relationships. Determine Atterberg limits and grain size distribution.
- **Concrete:** Provide lab testing of concrete. Review mix designs. Conduct concrete compressive strength tests. Perform sieve analysis, organic colormetric, and soft particle determination.
- **Structural Steel:** Perform shop testing of structural steel components, including verifying welder certifications, verifying bolted and welded connections.
- **Bituminous Paving:** Provide laboratory testing and analysis of bituminous mixtures. Review mix designs. Test aggregate base material. Perform extractions at asphalt plant.
- **Masonry:** Provide lab testing and analysis of masonry materials. Review materials for compliance with contract requirements. Review mix designs. Review material certifications. Test masonry units. Test mortar and grout

materials.

- **Roofing:** provide laboratory testing and analysis of roofing system.

Phase 700 – Construction Administration - Field Inspection/Testing

- **Field Inspection/Testing:** Coordinate services. Analyze, evaluate, and report test results. Determine whether materials meet project requirements.
- **Soil Consolidation/Compaction:** Verify bearing capacity of exposed subgrade. Perform field density/compaction testing.
- **Concrete:** Perform fresh concrete sampling and testing, including slump, air content, and temperature. Cast at least three 6- x 12-inch cylinder specimens for compressive strength testing. Cure cylinders in curing boxes for one day and in OHM Advisors' moist cure room for remainder. Retrieve field-cured specimens. Collect and verify batch ticket.
- **Structural Steel:** Perform testing and special inspection of structural steel. Review mill certificates. Verify welder certifications. Perform bolted and welded connection inspection.
- **Bituminous Paving:** Perform inspection and testing of bituminous paving operations. Observe proof-rolling. Perform density tests. Observe placement. Collect sample. Determine thickness.
- **Masonry:** : Perform testing and special inspections of masonry construction. Review materials for compliance with contract requirements. Review mix designs and proportions. Collect samples of mortar and grout. Observe construction, workmanship, and placement of masonry units, reinforcing, lintels, joints, centralizers, flashing, penetrations, grout, etc. for conformance with contract documents.
- **Roofing:** Provide in-site field inspection and material review of building elements to be used for the roofing system.

Project Schedule

The schedule of services depends upon the specific project and the contractor's selected means, methods, and sequencing. We will provide a fee estimate for our services within 2 to 5 days depending on the complexity of the project and information available and can respond to a specific request for testing with 24 hours' notice.



Questionnaire for Professional Services

Department of Technology, Management and Budget
2019 Indefinite-Scope Indefinite-Delivery – Request for Qualifications
Materials Testing, Quality Control and Geotechnical Engineering Services
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.

ARTICLE 1: BUSINESS ORGANIZATION

1. Full Name: Orchard, Hiltz & McCliment, Inc. (OHM Advisors)
Address: 300 E. Mitchell Street, Suite 2, Petoskey, MI 49770
Telephone and Fax: 231-344-1150
Website: www.ohm-advisors.com E-Mail: ben.gowell@ohm-advisors.com
SIGMA Vendor ID: CV0020798

If applicable, state the branch office(s), partnering organization or other subordinate element(s) that will perform, or assist in performing, the work:

- OHM Advisors Livonia Office – 34000 Plymouth Road, Livonia, MI 48150
- OHM Advisors Hancock Office – 424 Hancock Street, Hancock, MI 49930
- OHM Advisors Saginaw Office – 929 Bridgeview South, Saginaw, MI 48604
- OHM Advisors Midland Office – 201 E Ellsworth Street, Midland, MI 48640
- OHM Advisors Mt. Pleasant Office – 1005 Corporate Drive, Mt. Pleasant, MI 48858
- OHM Advisors Battle Creek Office – 75 S. 20th Steet, Suite 1002, Battle Creek, MI 49015



2. Check the appropriate status:

Individual firm Association Partnership Corporation, or Combination – Explain:

If you operate as a corporation, include the state in which you are incorporated and the date of incorporation:

Michigan, 5/22/1962

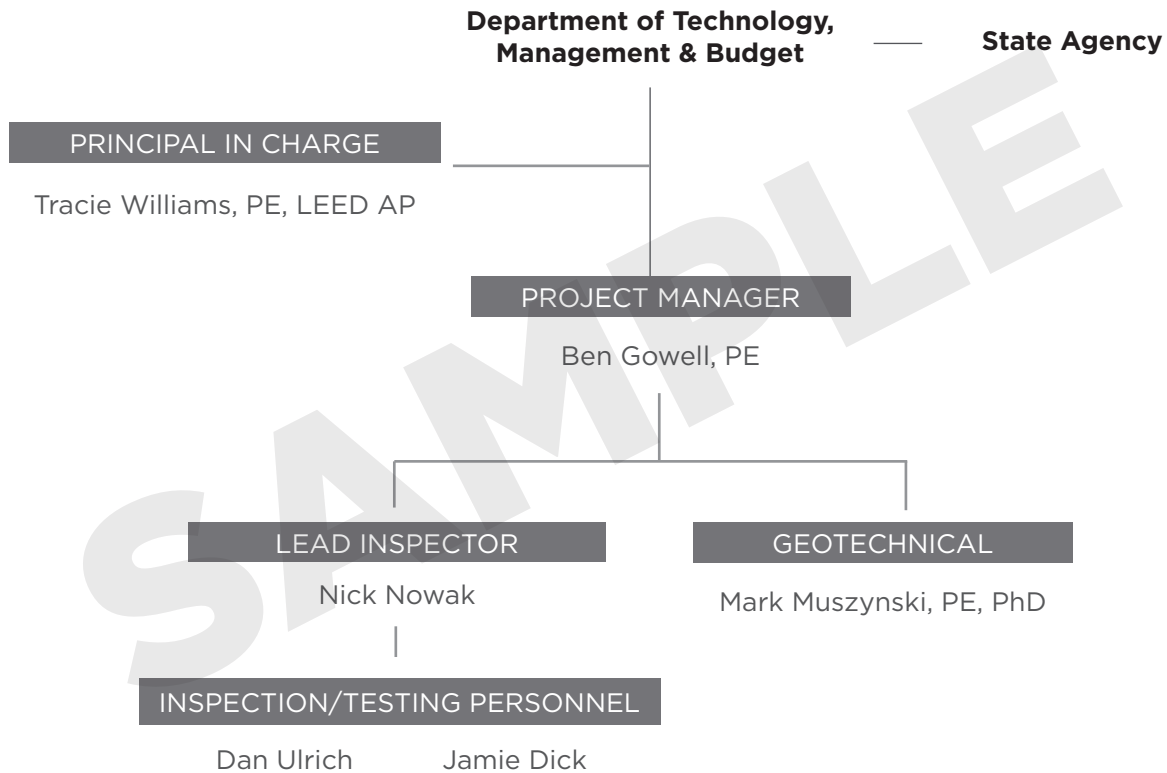
Include a brief history of the Professional's firm:

OHM Advisors was established in 1962 and has been growing steadily ever since. As a growing multidisciplinary organization, we provide a variety of services to our clients with a passion to be Advancing Communities for many years to come. Founded in Detroit, OHM Advisors now has 15 offices throughout Michigan, Ohio, and Tennessee.

3. Provide an organization chart depicting all personnel and their roles/responsibilities.

See page 11 and 12 of the proposal for personnel chart and organizational chart for key personnel.

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



5. Provide a four year rate schedule per position.

See page **PART II - COST** for hourly rate schedule for each proposed personnel.

ARTICLE 2: PRIOR EXPERIENCE

Provide a client reference and brief descriptions of at least three (3) projects in the last five years closely related to the work requested in this Request for Proposal.

See pages 40-42 of Section **05 Attachments** for client references and brief project descriptions.

ARTICLE 3: CONTRACT UNDERSTANDING

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

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

Yes No

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

Yes No

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

Yes No

3.4 Is it clearly understood that professional liability insurance is required at the time of execution of the ISID contract?

Yes No

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

Yes No

ARTICLE 4: CAPACITY AND QUALITY

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

We engage in a rigorous program of quality control. All disciplines meet regularly to ensure interdisciplinary and client communication, workload awareness, and universal project understanding. Additionally, we utilize a process of in-house quality assurance reviews that aid in the accuracy of our documents. Our approach is one of integrated design review, where each consultant/discipline reviews the documents for interrelationships and interdependencies to make sure the documents are coordinated thoroughly. Each project will be reviewed in detail by other staff, and sometimes outside peer review consultants, to help assure the clarity of our documents. We expect to be on site daily to observe the progress, accuracy, and quality of the project. We also expect to attend every jobsite meeting to participate in resolving construction related issues as they arise. In-house we will track and respond to contractor generated RFI's (requests for information) and process shop drawings and submittals.

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

Yes No

-
- 4.3 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.

The Design and Construction Division, providing services for State Agencies, serves as the professional management for construction, addition, renovation, and environmental projects. These projects are completed for the State Agency, but the contracts are held between the DTMB Design and Construction Division and the Professional Service Contractor. Our firm would communicate through the DTMB Design and Construction Division, who will handle contract procurement, construction oversight, project management, budget analysis, and technical consultation. We will communicate with the State Agency as directed by the DTMB. It is important that all parties are involved and included in pertinent project information.

- 4.4 Describe your approach if a contractor disputes your firm's findings.

Per our QC Manual, our highly trained and professional technicians will provide initial discussions with contractor and DMTB representative. An OHM Advisors engineer or senior technician will intercede as necessary. Because of our strict adherence to ASTM test methods, routine calibrations, and documentation, we can show where our results originated and often will be able to troubleshoot the issue. An OHM Advisors engineer will work with contractor and DTMB to determine course of action.

- 4.5 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 addition to routine communication means, (email, land line phone, and cell phone), OHM is also happy to provide web extranet/web hosting capabilities, should it be warranted for a particular project. As a normal practice, OHM provides meeting minutes. The minutes would normally provide a list of when and where the meeting occurred, with whom, what was discussed, and defines and assigns action items. For meetings that can't be held in person or onsite, OHM is able to provide meetings via Zoom, which allows participants to call into a conference call and also join a live video meeting. Any necessary visuals can be shared with anyone that joins the conference call. The Zoom provides a free application that can be downloaded to any computer to join in the video conference.

Our technicians will provide verbal results to field personnel during our on-site testing activities. An OHM engineer will email results to project team. Coordination will occur by telephone and email.

- 4.6 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

Part I - Technical
04 Questionnaire

4.7 Are examples of reports, letters, findings from a representative sampling of projects provided?

Yes No

4.8 When was the accrediting agency's last inspection of your laboratory?

Our Petoskey lab was accredited by AASHTO in August 2018, however we are currently undergoing the accreditation process to include Quality System, Aggregates, and Portland Cement Concrete for our new laboratory location in Petoskey. Please see page 39 for personnel certification listings. We will also utilize subconsultant laboratories. Please see attachments for SOMAT current lab accreditation.

4.9 Did the inspection list any nonconformities and have these nonconformities been fully addressed? NA

4.10 Are examples of reports, letters, findings from a representative sampling of projects provided?

Yes No

4.11 How frequently are calibrations performed and are calibrations traceable to a National Standard?

Pursuant to QC Plan Calibration Schedules, at least annually and are traceable to NIST.

4.12 Are all Field Technicians that will be assigned to State of Michigan projects certified for the tests being performed?

Yes No

4.13 Are all field and laboratory reports reviewed by a State of Michigan licensed engineer trained in Construction Materials Testing?

Yes No

4.14 How many construction testing projects can be accommodated by your firm within one construction season?

50 or more projects, depending on size.

4.15 What construction testing equipment does your firm possess or have access to?

The team's field and material testing personnel possess proper and up to date equipment allowing them to complete field tasks timely and accurately. This includes laptop computers with the latest version of FieldManager or FieldBook software, the most recent editions of the MDOT Materials Testing Guidelines, MMUTCD and the ability for our field technicians to complete forms and reports electronically. The technicians have wireless internet capabilities allowing them to access resources online to stay up to date with the latest revisions or additions to policies, procedures and standard plan changes. OHM team members are properly equipped for performing nuclear density tests and concrete testing in keeping with standard practices. The technicians possess the required testing certifications to assure that test procedures are performed in accordance with the current standard procedures. Technicians also have access to smart levels, builder type laser levels, thermometers, in addition to manual and digital measuring instruments to accurately document and quantify pay items.

4.16 What laboratory facilities are available to your firm?

OHM Advisors currently has lab facilities in Petoskey, Hancock, Saginaw and Mt. Pleasant.

4.17 What types of non-destructive testing can your firm perform?

Concrete rebound hammer; Nuclear moisture/density testing; Non-destructive weld testing (sub-contracted)

4.18 What types of construction quality assurance services does your firm provide?

Aggregate, Soils and Density, Portland Cement Concrete, Mortar and Grout, Asphalt Paving, Structural Steel Connections, Sprayed-on Fireproofing, Masonry

ARTICLE 5: PROJECT EXECUTION

5.1 Please provide copies of your company's current Construction Materials Testing laboratory accreditations along with a list of all accredited fields of testing: ex. Asphalt cement, hot mix asphalt, emulsified asphalt, aggregate, soil, sprayed fire – resistive materials (SFRM), Portland cement concrete, hydraulic cement, unit masonry and metals.

We are currently undergoing the accreditation process to include Quality System, Aggregates, and Portland Cement Concrete for our new laboratory location in Petoskey. Please see page 39 for personnel certification listings.

5.2 What is your minimum advanced notification time for scheduling Certified Technicians?

24 hours

5.3 Are field technicians provided with company vehicles with appropriate signage identifying the testing company or are field technicians required to drive personal vehicles?

Yes No

5.4 Are field technicians provided a company photo identification?

Yes No

5.5 Would certain technicians be designated for State of Michigan projects and, if not, what is done to assure that the technician assigned for field testing is familiar with State of Michigan specific project testing requirements?

Yes No

5.6 Are field concrete cylinder curing boxes used on all projects?

Yes No

Part I - Technical

04 Questionnaire

5.7 Are all cylinder boxes equipped with maximum / minimum thermometers?

Yes No

5.8 Are maximum / minimum temperatures recorded with each cylinder pickup?

Yes No

5.10 What portion of the assigned work will be performed with your staff and what portion will be provided by subconsultants?

99% Staff; 1% Sub-Consultants

5.11 What be your response time from the notice of assignment to quote to start of work?

3-5 Days

5.12 What is mimmm amount of notice your firm requires before commencement can begin?

1 Week

ARTICLE 6: PERSONNEL

6.1 Has an organizational chart that includes each person on your project team and their identified roles for a typical assigned project been included in your RFP response?

Yes No

6.2 Has resumes for the Key Personnel been included in your RFP response?

Yes No

6.3 Please provide a list of Field and Laboratory Technician Certifications

See following page.

ARTICLE 7: CONSULTANTS / SUBCONSULTANTS (See pages 45-47 for more information)

Somat Engineering, Inc.
3031 W. Grand Blvd., Suite 228
Detroit, Michigan 48202
Jonathan Zaremski, PE | 313.963.2721
Description of Work: Geotechnical Engineering

Letter of intent provided? Yes No

World Center for Concrete Technology
750 Woodward Avenue
Alpena, MI 49707
Dawn Stone | 989.358.7293
Description of Work: Concrete Testing

Letter of intent provided? Yes No

	CONCRETE					DENSITY				AGGREGATE			HMA			
	ACI Concrete Level 1	ACI Concrete Strength Testing Technician	MCA Level 1 Concrete Field	MCA Level 2 Concrete Technician	MDOT Concrete Paving Operations	Hazmat Radiation Safety	Nuclear Gauge Safety	MDOT Density	Radiation Safety Officer	ACI Aggregate Testing Technician	MDOT Aggregate Level 1	MODT Aggregate Level 2	HMA Local Agency Sampling	HMA QC/QA	MDOT Bituminous Level 1	Bituminous Paving Operations
Nick Nowak	X	X	X		X	X	X	X			X					
Dan Ulrich	X	X	X	X		X	X	X	X			X	X	X		
Jamie Dick	X	X	X	X	X	X	X	X	X	X	X					
Lane Self	X	X	X		X	X	X	X		X	X				X	X
Tyler Reed	X		X			X	X	X		X	X					
Josh Righi	X		X	X	X	X	X	X		X	X				X	X
Eric Turland	X		X		X	X	X	X		X	X					X
Matt Schultz	X	X	X	X	X	X	X	X	X	X	X				X	X
Jack Niemi	X	X	X			X	X	X	X	X	X				X	X
Mark Muszynski																
Trent Rajala	X	X	X			X	X			X	X		X	X		
Scott Fisher						X	X	X		X						
Byron Peregord	X		X			X	X	X								
Ryan Miller	X		X			X	X									
Micah Maxwell	X		X					X		X						
Mike Chowan			X			X	X									
Jay Daavettila						X	X	X								
Dennis Hogan	X					X	X									X
Derrek Pietila																
Nick Tanton	X	X	X	X	X	X	X	X		X	X				X	X
Rachyl Randall						X	X	X								
Emily Rawson																
Johnathan Romes	X		X			X	X	X		X	X					
Michael Schumann						X	X	X								
Lucas Cooper			X					X		X	X					
Bill LeFevre	X	X	X		X	X	X	X		X	X				X	X
Mike Dobschensky	X															
John Kohn	X															
Gordon Paaske			X			X	X	X								
Kevin Pelton	X															
Joel Aho	X		X			X	X					X		X		
Lucas Fitzpatrck	X		X			X	X			X	X	X	X	X		
Chad Helppi	X		X		X	X	X			X	X					

Part I - Technical

05 Attachments | References & Project Experience

References

Our singular forward-thinking focus on putting the needs of people first in our solutions drives our thinking and innovation from conception through completion—and guides us in everything we do.

.....



Wilderness State Park Lakeshore Campground Redevelopment

Carp Lake, Michigan

OHM Advisors performed construction inspection and material testing services for the Wilderness State Park Redevelopment Phases I-IV which included redevelopment of the existing west Lakeshore campground, including new toilet shower building, campsite development, new water main, sanitary sewer, storm drain and electrical improvements to provide service to campers, as well as HMA / Concrete paving installations, water well installations and project wide restoration.

Phase 700—Construction Administration and Testing Services included soil, aggregate, concrete, and HMA pavement, including sieve analyses and density testing for soil and aggregates; sampling, slump, air content, temperature, and compressive strength testing for concrete; and thickness, smoothness, and density testing for HMA pavement.

Completion: Ongoing

Contact: MI-DTMB, Tom Pawlowski, PE t: (517) 242-0973

Service Cost: \$23,246



Port Austin Harbor & Village Waterfront

Port Austin, Michigan

Full construction and materials testing services for this large-scale multi-year reconstruction of this state harbor's roads, parking lots, and municipal utilities. Work also included design and construction engineering for the new toilet building and improvements to both the east and west harbor piers. Civil road, site, and municipal construction work included over 25,000 cubic yards of earthwork to reconfigure a city street, site roads, and boating access site parking lots from the M-25/M-53 intersection to Lake Huron; new environmentally sensitive storm sewers and treatment

works; new water mains; power distribution and lighting. Redevelopment of a three block area of public property between downtown Port Austin and Center Street included a new Veterans Memorial, a new Visitors Center, park pavilion, playground, all new infrastructure, relocation of two streets, extensive earthwork, retaining walls, sea walls, and landscaping – all universally accessible.

Our geotechnical services centered on correcting pavement failures and solving extreme groundwater drainage problems and hundreds of feet of unique retaining walls. Soils borings for the new seawall were taken to investigate subsurface conditions at the site and to support design and construction for the improvements. Geotechnical design had to consider foundations, retaining walls, pavements and stormwater infiltration.

Completion: 2014

Contact: MI-DTMB, Chris Bahjet, PE t: (517) 242-0973

Service Cost: \$1.1 M

City of Midland - As-Needed Testing and Inspection Services

Midland, Michigan

OHM Advisors held an as-needed Testing and Inspection Services contract with the City of Midland for the 2018 construction season. The OHM team provided full construction engineering services for the projects assigned during the contract, which includes coordination of utilities with agencies, inspection, SESC inspection, material quality assurance testing and reporting, measurement and documentation of quantities, reporting and record keeping, and finalization of project documentation. Field technicians assigned performed daily onsite inspection and materials testing.

The team provided construction inspection services for 10 different reconstruction projects throughout the 2018 construction season that included water main installation, HMA crushing and shaping, storm sewer and sanitary sewer upgrades, curb and gutter replacement, ADA ramps, and HMA paving.

Completion: 2018

Contact: City of Midland, Tom Hoblet t: (989) 430-9051

Service Cost: \$210,000

As-Needed Construction Inspection and Testing Services, Crystal Falls TSC

Northern Michigan

OHM Advisors has provided services on an as-needed capacity for the MDOT Crystal Falls TSC for the past 4 years, and was recently awarded the contract again, extending the service term through May 2021.

The contract work in 2017-2018 included inspection and testing on 7 different projects, including milling and resurfacing, sidewalk and ramp upgrades, traffic signal modernizations, crack filling, and bridge removal and replacement.

2015-2016 included the inspection of the installation of a pre-cast concrete box culvert and concrete QA field-testing of concrete drives, sidewalk, and curb and gutter in Ironwood Michigan in 2015. With the contract being extended into 2016 to include chip seal and micro-surfacing inspection, pavement marking inspection, and traffic and safety inspection along US-2 between Ironwood and Bessemer Michigan.

Completion: Ongoing

Contact: MDOT, Steven Cadeau t: (906) 875-6644

Service Cost: \$390,000

McLain State Park Phase II Improvements (Testing Services)

Northern Michigan

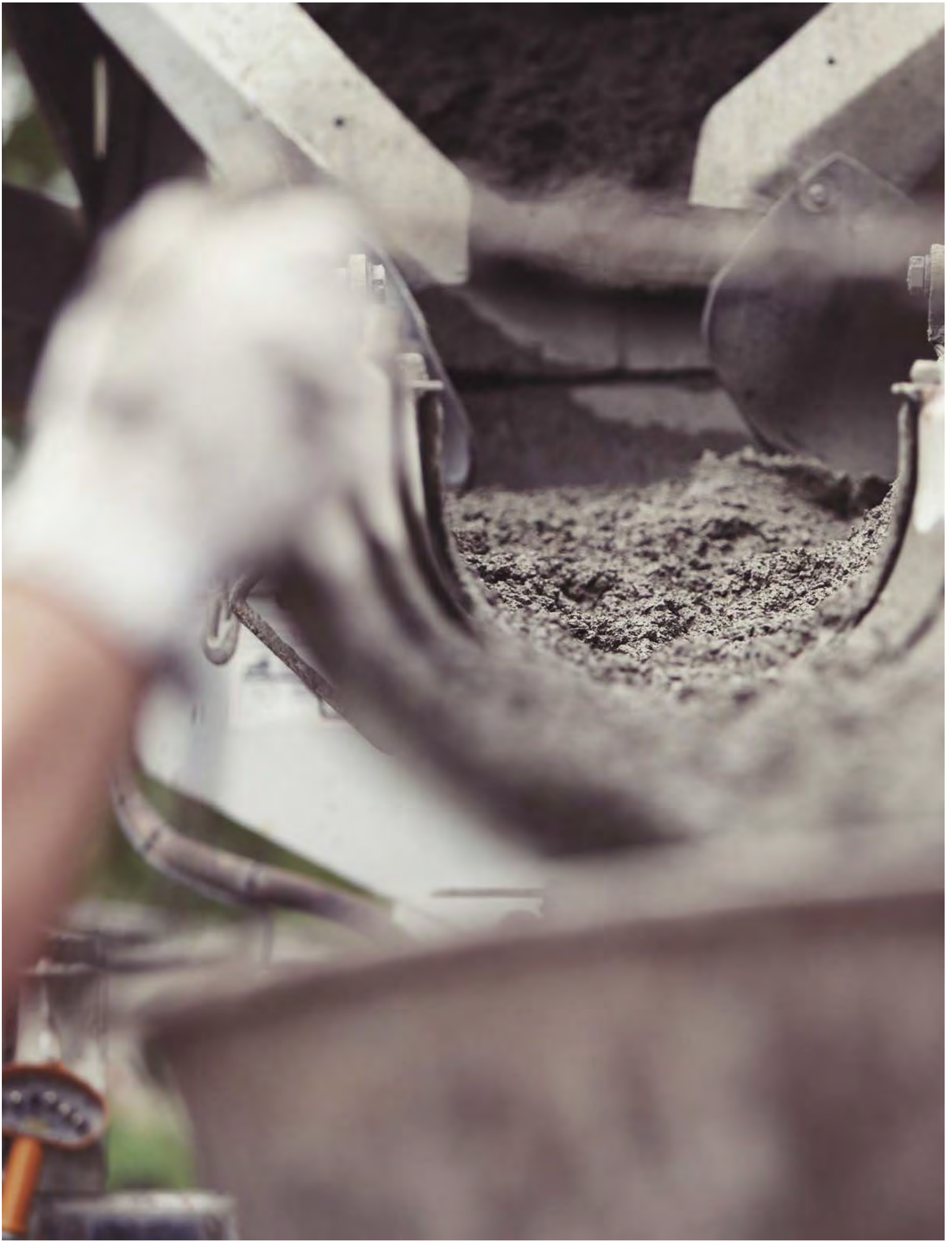
OHM Advisors provided testing services to the Contractor for upgrades at McLain State Park. Upgrades included construction of 16 new modern campsites (with electrical hook-up), new asphalt park entrance road and contact station and associated grading, campsite amenities and restoration.

Testing completed included concrete, earthwork, aggregate, and HMA testing. Concrete testing was performed for sidewalks, light pole base foundation, building slab, drinking fountain, concrete curb, and sign base foundation. Earthwork and aggregate was completed for compaction testing for embankment, utility trench, backfill, gravel and sand surfaces. HMA testing includes compaction and temperature testing of HMA surface by nuclear density method and yield calculations

Completion: 2018

Contact: MJO Contracting, Inc., Kyle Oja t: (906) 370-8959

Service Cost: \$16,333



Part I - Technical

05 Attachments | References & Project Experience

References

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McLaren Northern Michigan Hospital South Addition & Renovations

Petoskey, MI

OHM performed site survey and construction staking, construction quality control, materials testing (soils and concrete), rebar inspections along with waterproofing inspection on the foundation and walls of the addition - for a new ~170,000 square foot hospital facility and patient wing overlooking Little Traverse Bay. Substantial completion of the

new building and parking lot is expected fall of 2019, with building renovations and upgrades continuing into 2022.

Completion: Ongoing

Contact: Barton Malow Co., Shiloh Johnson t: (248) 302.8265

Service Cost: \$23,246



Laughing Whitefish Falls State Park

Marquette County, MI

Laughing Whitefish Falls State Park is home to a very impressive waterfall on the Laughing Whitefish River with observation decks and a viewing platform overlooking the falls. The State goals for this project included providing upgrades to structures with the highest level of accessibility. Staff structural engineers evaluated the existing structures; including platforms, stairs, foundation and footings. We also performed a geotechnical investigation and site topographic survey. Our services included review of the ADA accessibility and Universal Design standards and a recommendation for the best course of action. Phase 600 and 700 construction phase activities including materials testing were completed in 2018.

Completion: 1/2019

Contact: DTMB, Robert Adams t: (517) 242.1088

Service Cost: \$43,000

International Bridge Administration Toll Plaza Redevelopment

Sault Ste Marie, Michigan

This \$8.9 million bi-national project was the complete redevelopment of the US toll plaza and center of operations for the Sault Ste. Marie International Bridge Administration, at the north terminus of I-75, in the city of Sault Ste. Marie, Michigan.

Our role was that of the Construction Engineering Consultant, providing full construction engineering; contract administration, inspection and materials testing services. The project and our work was unique, because of the highly complex staging required to maintain traffic, security around the adjacent US Customs and Border Protection facility, and the IBA's operations. Our responsibilities also included building geotechnical, structural steel, masonry and concrete special inspection technical service, pursuant to the Michigan Building Code, for this critical international border facility.

Completion: 12/2017

Contact: Mr. Karl Hansen t: (906) 635.5255

Service Cost: \$885,000



**CERTIFICATE OF
ACCREDITATION**




SOMAT Engineering, Inc.

in


Taylor, Michigan, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).



Bud Wright,
AASHTO Executive Director



Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 12/27/2018 at 1:37 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory



Corporate Office

3031 W. Grand Blvd., Suite 228
Detroit, MI 48202
Phone: (313) 963-2721

West Bloomfield

7125 Orchard Lake Road, Suite 104
West Bloomfield, MI 48322
Phone: (248) 562-7129

Grand Rapids

4039 40th Street, Suite 4
Grand Rapids, MI 49512
Phone: (616) 575-9230

Taylor

26445 Northline Road
Taylor, Michigan 48180
Phone: (734) 946-4966

Cleveland

1100 Superior Avenue, Suite 2020
Cleveland, OH 44114
Phone: (216) 479-0300

Brooklyn Heights

950 Keynote Circle, Unit 70
Brooklyn Heights, OH 44131
Phone: (216) 706-6870

Washington, District of Columbia

100 M Street SE, Suite 600
Washington, DC 20002
Phone: (202) 778-2721

Maryland

6900 Virginia Manor Road, Suite 112
Beltsville, MD 20705
Phone: (301) 477-2162

Firm Name: **Somat Engineering, Inc.**

Address of Headquarters: 3031 W. Grand Blvd., Suite 228
Detroit, Michigan 48202

Website: www.somateng.com

Incorporation: Michigan Corporation since 1986

Federal Tax ID: 38-2639838

Company Profile

With over three decades in business, Somat Engineering, Inc. (Somat) is a well-established, reputable and trusted partner that provides consulting engineering services to a variety of County and Municipal entities, as well as Federal, State, and Local Government agencies. As a Certified DBE firm, headquartered in Detroit, we have established a diverse portfolio of professional expertise encompassing a variety of comprehensive consulting engineering services including: **Geotechnical Engineering**; Construction Inspection & Material Testing; Construction Administration; **Civil Site Design**; **Structural Design and Forensics**; and Environmental Engineering solutions. During our **33 year history**, Somat has focused our efforts on **successfully providing services** to our clients in several States across the Midwest via the Qualification Based Selection (QBS) process. Over 95% of our revenue from Geotechnical, Construction, and Design services stems from the award of projects via QBS, which has enabled Somat to focus on and become familiar with our client's needs in terms of deliverables as well as with the systems and processes required for County, Municipal, Federal, State, and Locally funded projects.

Somat consistently delivers innovative, timely and cost-effective infrastructure solutions. Our professionals possess expertise in the planning, design and construction administration of small to large scale infrastructure systems, transportation systems, building infrastructure, water resources management systems, and environmental pollutant controls for our clients.

We provide comprehensive *Geotechnical Engineering, Material Testing Engineering Services, Civil, Structural, and Environmental* for all aspects of our projects. We specialize in subsurface investigations focusing on infrastructure that includes in-situ testing, groundwater evaluation and monitoring, laboratory soil and rock testing, engineering and design services for bridges, roadways and earth retaining structures, geotechnical instrumentation for vertical and horizontal ground movements, foundation design recommendations for buildings, pavements, bridges and other structures, and underground engineering for tunnels and shafts. Our services also include: study, design and construction for water, sewer, roads, and floodplain management projects such as flood control, flood insurance and ecosystem restoration.

Additionally, Somat provides materials quality control testing services during construction, construction engineering inspection, cost estimating and project management services. As a part of our construction materials testing services, we provide a variety of services including testing for Portland Cement Concrete, Bituminous Paving Materials, Aggregate, and Soils.



August 13, 2019
P190274A

Ben Gowell
OHM Advisors
300 East Mitchell Street, Suite 2
Petoskey, MI 49770

Re: Department of Technology, Management and Budget (DTMB)
2019 Indefinite-Scope Indefinite-Delivery - Materials Testing,
Quality Control and Geotechnical Engineering Services

Dear Mr. Gowell:

Somat Engineering, Inc. is pleased to be teaming with OHM Advisors (OHM) for the Department of Technology, Management and Budget (DTMB) 2019 Indefinite-Scope Indefinite-Delivery - Materials Testing, Quality Control and Geotechnical Engineering Services Request for Proposal. We appreciate the opportunity to work with you, and we look forward to providing geotechnical engineering services to you on this project. Somat is committed to providing experienced staff and expertise to the OHM team. If the OHM team is awarded the contract to support the DTMB, we will devote the time and expertise necessary to accomplish the objectives of the project.

If you have any questions or require additional information, please contact us at (313) 963-2721.

Sincerely,
Somat Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'JZ'.

Jonathan Zaremski, PE
Geotechnical Services Manager

JZ/nf



World Center for Concrete Technology

750 Woodward Avenue
Alpena, MI 49707
Alpena Community College
www.wcct.net

August 5, 2019

The World Center for Concrete Technology and Alpena Community College is agreeable and capable of performing the testing included in this proposal.

Background: The World Center for Concrete Technology (WCCT) is located on the campus of [Alpena Community College \(ACC\)](#) in Alpena, Michigan. The WCCT is a state-of-the-art facility for training, education, research and testing for concrete-related industries. Built in 2000 the WCCT is an \$8 million premier research and educational facility unique to the concrete industry. At over 42,000 square feet, the WCCT is one of the few training facilities in the world that provides hands-on, material-based training and research using their product testing and manufacturing areas. For those specifically interested in the concrete masonry industry, the WCCT has under its roof a complete, fully computerized, state-of-the-art Besser V3-12 production plant for both research and training.

Mission: The mission of the World Center for Concrete Technology (WCCT) is to provide leadership, advancement and mastery of concrete technology through education, training, research, testing, information management and communications. This is accomplished by securing shared participation, cooperation, assistance and support of all those interested in concrete technology worldwide.

Testing Services: Assisting clients in the development of new materials and products for use in the concrete industry has been a major part of the WCCT since its inception in 2000. Our staff works directly with clients to provide confidential research and testing from complete studies including manufacturing of products in our state-of-the-art plant to review of previous test results completed by others. The WCCT has worked with several clients to help them find a use for their concrete products waste stream as the industry moves forward with sustainable development. ASTM testing is verified by a third party, RS Scott Associates, Inc. engineering, architecture, and surveying firm.

Fee Structure: See attachment or visit our website <https://wcct.net/research-testing/>. All costs are subject to change.

Please contact us if you have any additional questions or to request a specific quote.

Regards,

Dawn Stone
Director of WCCT
989.358.7293
StoneDawn@alpenacc.edu

R 12/16/13



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services 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 of 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: 48150)
- Bidder does not qualify as a Michigan business (provide name of State: _____).
- Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)

Bidder: OHM Advisors

Tracie M. Williams, PE, LEED AP

Authorized Agent Name (print or type)

Tracie Williams
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
Facilities and Business Services 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.
 - 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 time 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: OHM Advisors

Tracie M. Williams, PE, LEED AP
Authorized Agent Name (print or type)


Authorized Agent Signature & Date

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

REPORT OF AGGREGATE ANALYSIS



Project:				Job No:			
Location:				Date:			
Client:				Sample No:			
Contractor:				Intended Use:			
Architect/Engineer:				Supplier:			
Description of Material:							
U.S Std. Sieve Opening	Individual Weight Retained	Percent Retained		Percent Passing	Specified Percent Passing	Initial Weight of Sample	
		Individual	Cumulative			gm	gm
6"						Weight After Washing	gm
3"						Loss By Washing (Clay & Silt)	gm %
2 - 1/2"						Fineness Modulus	
2"						Crushed Material	gm %
1 - 1/2"						Organic Plate No.	
1"						Clay-Ironstone	gm %
3/4"						(1) Soft Particles including:	
5/8"						Clay-Ironstone	gm %
1/2"						(2) Chert	gm %
3/8"						Sum of (1) + (2)	gm %
# 4						Material:	<input type="checkbox"/> Meets <input type="checkbox"/> Fails
# 8						Remarks:	
# 10							
# 16						AGGREGATE INSPECTOR (Signature)	DATE
# 20							
# 30						Print Name:	
# 40							
# 50						Date Sampled:	
# 60						Sampled BY:	
# 100						Sample Source:	
# 200						Based On The Above Test Results, Sample Gradation	
Pan						Meets Specs for	
LBW						Does Not Meets Specs for	
Total							

Remarks:
Reviewed and Approved by:



Atterberg Limits Determination ASTM D4318

Project:
Project Location:

Job No:
Boring:
Depth:

Sample:

As Rec'd Moisture:
Description of Soil:

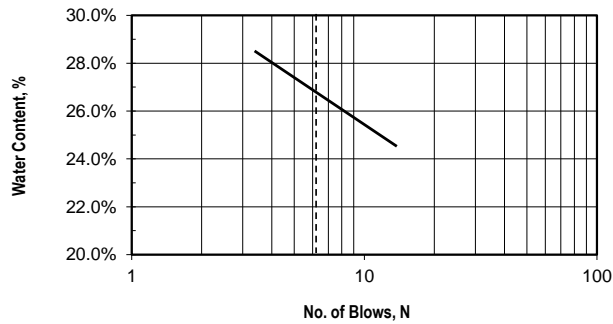
Tested By:

Date:

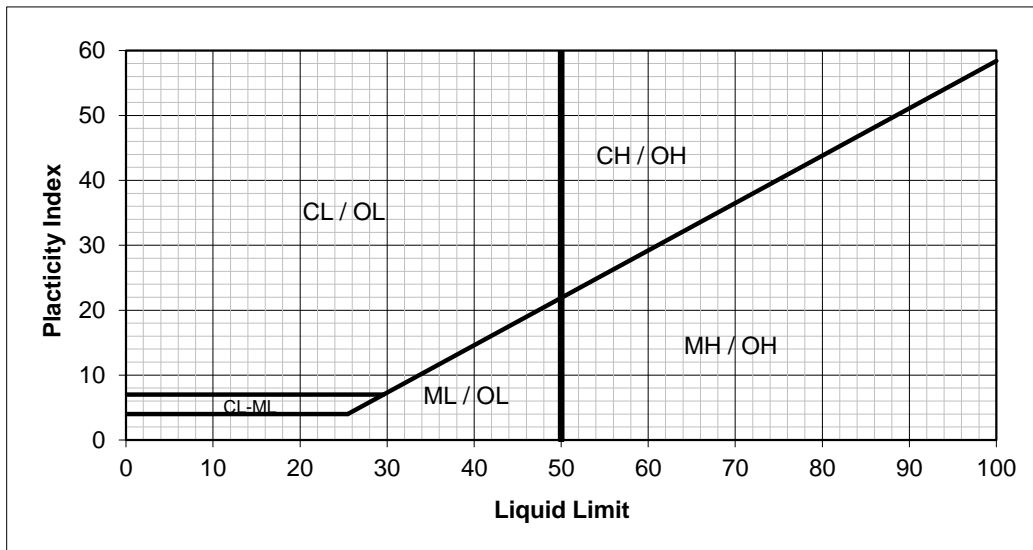
Approx % Retained on No. 40 Sieve: 0 %

Air Dried? N

	<i>Liquid Limit Determination</i>			<i>Plastic Limit Determination</i>			
Can no.							Avg.
Wt. Of wet soil + can							
Wt. Of dry soil + can							
Wt. Of can							
Wt. Of dry soil	0	0	0	0	0	0	
Wt. Of moisture	0	0	0	0	0	0	
Water content, %	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
No. of blows, N				N/A	N/A	N/A	N/A



Flow index F_i = _____
 Liquid Limit = _____
 Plastic Limit = #DIV/0!
 Plasticity Index, I_p = #DIV/0!







Part II — Cost

Part II - Cost

Position, Classification & Employee Billing Rate Information

OHM Advisors

Yearly Hourly Billing Rate Increase 3%

Mark-up for Sub-Consultants (not to exceed 5%)

Mark-up for Reimbursables (not to exceed 5%)

EMPLOYEE NAME	POSITION/CLASSIFICATION	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Tracie Williams, PE	Principal in Charge	\$178	\$183.34	\$188.84	\$194.51
Ben Gowell, PE	Project Manager	\$175	\$180.25	\$185.66	\$191.23
Jason Strong	Project Manager	\$132	\$135.96	\$140.04	\$144.24
Traci Paige, PE	Project Manager	\$158	\$162.74	\$167.62	\$172.65
Zane Hyrkas, PE	Project Manager	\$145	\$149.35	\$153.83	\$158.45
Jared Hyrkas, PE	Project Manager	\$145	\$149.35	\$153.83	\$158.45
Nick Nowak	Lead Testing/Inspection Technician	\$132	\$135.96	\$140.04	\$144.24
Dan Ulrich	Lead Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Jamie Dick	Lead Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Lane Self	Lead Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Tyler Reed	Lead Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Josh Righi	Lead Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Eric Turland	Lead Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Matt Schultz	Lead Testing/Inspection Technician	\$132	\$135.96	\$140.04	\$144.24
Jack Niemi	Lead Testing/Inspection Technician	\$133	\$136.99	\$141.10	\$145.33
Mark Muszynski, PE, PhD	Geotechnical Technician	\$145	\$149.35	\$153.83	\$158.45
Trent Rajala	Geotechnical Technician	\$125	\$128.75	\$132.61	\$136.59
Jonathan Zaremski, PE	Geotechnical Engineer	\$160	\$164.80	\$169.74	\$174.84
Jennifer Schmitzer, EIT	Geotechnical Support Engineer	\$135	\$139.05	\$143.22	\$147.52
Catherine Weirauch, PE	Geotechnical Support Engineer	\$135	\$139.05	\$143.22	\$147.52
Scott Fisher	Testing/Inspection Technician	\$125	\$128.75	\$132.61	\$136.59
Byron Peregord	Testing/Inspection Technician	\$78	\$80.34	\$82.75	\$85.23
Ryan Miller	Testing/Inspection Technician	\$78	\$80.34	\$82.75	\$85.23

Part II - Cost

Position, Classification & Employee Billing Rate Information

OHM Advisors

Yearly Hourly Billing Rate Increase 3%

Mark-up for Sub-Consultants (not to exceed 5%)

Mark-up for Reimbursables (not to exceed 5%)

EMPLOYEE NAME	POSITION/CLASSIFICATION	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Micah Maxwell	Testing/Inspection Technician	\$78	\$80.34	\$82.75	\$85.23
Mike Chowan	Testing/Inspection Technician	\$78	\$80.34	\$82.75	\$85.23
Jay Daavettila	Testing/Inspection Technician	\$125	\$128.75	\$132.61	\$136.59
Dennis Hogan	Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Derrek Pietila	Testing/Inspection Technician	\$62	\$63.86	\$65.78	\$67.75
Nick Tanton	Testing/Inspection Technician	\$132	\$135.96	\$140.04	\$144.24
Rachyl Randall	Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Emily Rawson	Testing/Inspection Technician	\$62	\$63.86	\$65.78	\$67.75
Johnathan Romes	Testing/Inspection Technician	\$78	\$80.34	\$82.75	\$85.23
Michael Schumann	Testing/Inspection Technician	\$78	\$80.34	\$82.75	\$85.23
Lucas Cooper	Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Bill LeFevre	Testing/Inspection Technician	\$115	\$118.45	\$122.00	\$125.66
Mike Dobschensky	Testing/Inspection Technician	\$78	\$80.34	\$82.75	\$85.23
John Kohn	Testing/Inspection Technician	\$98	\$100.94	\$103.97	\$107.09
Gordon Paaske	Testing/Inspection Technician	\$102	\$105.06	\$108.21	\$111.46
Kevin Pelton	Testing/Inspection Technician	\$78	\$80.34	\$82.75	\$85.23
Joel Aho	Testing/Inspection Technician	\$115	\$118.45	\$122.00	\$125.66
Lucas Fitzpatrick	Testing/Inspection Technician	\$125	\$128.75	\$132.61	\$136.59
Chad Helppi	Testing/Inspection Technician	\$95	\$97.85	\$100.79	\$103.81

Fee Schedule for Commonly Requested Services

SERVICE TYPE/RATE/CHARGE	UNITS	\$/TEST
EQUIPMENT CHARGES		
Nuclear Density Gauge	Per day	\$45
Asphalt Extraction Equipment	Per day	Included in Technician hourly Rate
Coring Machine	Per day	\$300
Bit Charge	Per inch	Included in Technician hourly Rate
LABORATORY RATES		
GEOTECHNICAL		
Granular Proctor	Per Test	\$300
Cohesive Proctor	Per Test	\$350
Method 'C' Proctor	Additional Charge Per Test	No Charge
Sieve Analysis	Per Test	\$150
Hydrometer Grain Size Distribution	Per Test	\$250
Specific Gravity	Per Test	\$175
Atterberg Limits	Per Test	\$200
Soil Ph	Per Test	\$75
Organic Content/Loss on Ignition	Per Test	\$200
AGGREGATES		
Aggregate Sieve Analysis	Per Test	\$150
Loss by Wash	Per Test	\$75
Deleterious Materials, ASTM	Per Test	\$75
Deleterious Materials, MTM	Per Test	\$50
Percent Crushed	Per Test	\$50
CONCRETE		
6" Cylinder, Concrete Compression	Per Cylinder	\$22
4" Cylinder, Concrete Compression	Per Cylinder	\$22
Core Compression, including saw cut	Per Test	\$60

Fee Schedule for Commonly Requested Services

SERVICE TYPE/RATE/CHARGE	UNITS	\$/TEST
MASONRY		
Grout Prism Compression	Per Prism	\$20
Hydraulic Cement Cube Compression	Per Cube	\$20
Concrete Masonry Unit Compression	Per Masonry Unit	\$200
Brick Compressive Strength, Absorption, Saturation	Set of 15	\$800
BITUMINOUS		
Bituminous Mix Verification	Per Test	\$425
STEEL		
Steel Fireproofing Density Test	Per Test	\$100
SOIL TESTING		
MOBILIZATION/DEMOBILIZATION		
Within 50-mile radius	By Equipment	\$500
Outside 50-mile radius	By Equipment	\$500 + \$3 per mile
SPT Testing, Normal soil drilling conditions, per linear foot, 5-foot intervals	Per Linear Foot	\$14
SPT Testing, Difficult soil drilling conditions, per linear foot, 5-foot intervals	Per Linear Foot	\$18
Drilling surcharge for 50-100-foot depth	Per Linear Foot	\$3
Drilling surcharge for 100-150-foot depth	Per Linear Foot	\$5
Premium charge for all terrain drill rig	Per Day	\$300
Additional SPT samples	Per Sample	\$30
Shelby Tubes (undisturbed thin-walled soil samples)	Per Attempt	\$75
Drilling through concrete or brick at soil surface	Per Inch	\$20

APPENDIX III

PROFESSIONAL CERTIFICATION FORMS

R 12/16/13



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services 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 of 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: 48150)
- Bidder does not qualify as a Michigan business (provide name of State: _____).
- Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____)

Bidder: OHM Advisors

Tracie M. Williams, PE, LEED AP

Authorized Agent Name (print or type)

Tracie Williams
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
Facilities and Business Services 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.
 - 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 time 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: OHM Advisors

Tracie M. Williams, PE, LEED AP
Authorized Agent Name (print or type)


Authorized Agent Signature & Date

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

APPENDIX IV

OVERHEAD ITEMS ALLOWED FOR THE
PROFESSIONAL SERVICES CONTRACTORS
HOURLY BILLING RATE CALCULATION

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. A moderate 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.

CURRENT YEAR HOURLY BILLING RATE
Based on Prior Year 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
Technical Training
Recruiting Expenses

OFFICE FACILITIES:

Rents and Related Expenses
Utilities
Cleaning and Repair

SUPPLIES:

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

SERVICES (PROFESSIONAL):

Accounting
Legal
Employment Fees
Computer Services
Research

FINANCIAL:

Depreciation

EQUIPMENT RENTALS:

Computers
Typewriter
Bookkeeping
Dictating
Printing
Furniture and Fixtures
Instruments

TRAVEL:

All Project-Related Travel*

MISCELLANEOUS:

Professional Organization Dues
for Principals and Employees
Licensing Fees

SERVICES (NONPROFESSIONAL):

Telephone and Telegram
Messenger Services

TAXES:

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

INSURANCE:

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

EMPLOYEE BENEFITS:

Hospitalization
Employer's F.I.C.A. Tax
Unemployment Insurance
Federal Unemployment Tax
Disability
Worker's Compensation
Vacation
Holidays
Sick Pay
Medical Payments
Pension Funds
Insurance - Life
Retirement Plans

PRINTING AND DUPLICATION:

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

LOSSES:

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

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

**VEHICLE AND TRAVEL SERVICES (VTS)
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED
EMPLOYEES
Effective January 1, 2019**

MICHIGAN SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$24.25	\$27.25

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	\$85.00	\$85.00
Breakfast	\$ 8.50	\$11.50
Lunch	\$ 8.50	\$11.50
Dinner	\$19.00	\$22.00
Per Diem	\$87.00	
Lodging	\$51.00	
Breakfast	\$ 8.50	
Lunch	\$ 8.50	
Dinner	\$19.00	

OUT-OF-STATE SELECT CITIES *

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$13.00	\$16.00
Lunch	\$13.00	\$16.00
Dinner	\$25.25	\$28.25

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting pre-arranged and approved
Lodging**	Contact Conlin Travel	Contact Conlin Travel
Breakfast	\$10.25	\$13.25
Lunch	\$10.25	\$13.25
Dinner	\$23.50	\$26.50
Per Diem	\$97.00	
Lodging	\$51.00	
Breakfast	\$10.25	
Lunch	\$10.25	
Dinner	\$23.50	

Incidental Costs (per overnight stay) \$5.00

Mileage Rates

Premium Rate	\$0.580 per mile
Standard Rate	\$0.340 per mile

*See Select High Cost City Listing

**Lodging available at State Rate, or call Conlin Travel at 877-654-2179 or www.somtravel.com

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
VEHICLE AND TRAVEL SERVICES (VTS)
SELECT HIGH COST CITY LIST**

**TRAVEL RATE REIMBURSEMENT FOR CLASSIFIED and UNCLASSIFIED EMPLOYEES EFFECTIVE
January 1, 2019**

Michigan Select Cities / Counties

Cities	Counties
Ann Arbor, Auburn Hills, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse Oakland Wayne

Out of State Select Cities / Counties

State	City / County	State	City / County
Arizona	Phoenix, Scottsdale, Sedona	Maryland	Baltimore City, Ocean City (Counties of Montgomery & Prince Georges)
California	Los Angeles (Counties Los Angeles, Orange, Mendocino & Ventura) Edwards AFB, Arcata, McKinleyville, Mammoth Lakes, Mill Valley, San Rafael, Novato, Monterey, Palm Springs, San Diego, San Francisco, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Massachusetts	Boston (Suffolk County), Burlington Cambridge, Woodburn Martha's Vineyard
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	Minnesota	Duluth, Minneapolis/St. Paul (Hennepin and Ramsey Counties)
Connecticut	Bridgeport, Danbury	Nevada	Las Vegas
DC	Washington DC, Alexandria, Falls Church, Fairfax (Counties of Arlington & Fairfax in Virginia) (Counties of Montgomery & Prince George's in Maryland)	New Mexico	Santa Fe
Florida	Boca Raton, Delray Beach, Fort Lauderdale, Jupiter, Key West	New York	Lake Placid, Manhattan (boroughs of Manhattan, Brooklyn, Bronx, Queens and Staten Island), Melville, New Rochelle, Riverhead, (Suffolk County), Ronkonkoma, Tarrytown, White Plains
Georgia	Brunswick, Jekyll Island	Ohio	Cincinnati
Idaho	Ketchum, Sun Valley	Pennsylvania	(Bucks County) Pittsburgh
Illinois	Chicago (Cook & Lake Counties)	Rhode Island	Bristol, Jamestown, Middletown, Newport (Newport County), Providence
Kentucky	Kenton	Texas	Austin, Dallas, Houston, LB Johnson Space Center
Louisiana	New Orleans	Utah	Park City (Summit County)
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sanford	Vermont	Manchester, Montpelier, Stowe (Lamoile County)
		Virginia	Alexandria, Falls Church, Fairfax
		Washington	Port Angeles, Port Townsend, Seattle
		Wyoming	Jackson, Pinedale

APPENDIX V

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2019

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 Professional Concepts Insurance Agency, Inc. 1127 South Old US Highway 23 Brighton MI 48114-9861	CONTACT NAME: certs@pciaonline.com PHONE (A/C No. Ext): (800)969-4041 E-MAIL ADDRESS: certs@pciaonline.com	FAX (A/C No): (800)969-4081	
	INSURER(S) AFFORDING COVERAGE		
INSURED Orchard Hiltz & McCliment, Inc., DBA: OHM Advisors 34000 Plymouth Rd Livonia MI 48150	INSURER A: Twin City Fire Insurance Co.		NAIC # 29459
	INSURER B: Hartford Accident & Indemnity		22357
	INSURER C: AXA XL		37885
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:18-19 \$1PL \$1UM

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	X		35SBWIJ3910	12/1/2018	12/1/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> X,C,U						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
B	AUTOMOBILE LIABILITY	X		35UEGBM0276	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
SCHEDULED AUTOS NON-OWNED AUTOS							Hired & Non-Owned	\$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	X		35SBWIJ3910	12/1/2018	12/1/2019	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	35WEGKN6010	12/1/2018	12/1/2019	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	If yes, describe under DESCRIPTION OF OPERATIONS below							
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			DPR9934700	12/1/2018	12/1/2019	Each Claim	1,000,000
							Aggregate	1,000,000

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

Indefinite-Scope, Indefinite-Delivery Contract No. 00854

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

Professional Materials Testing, Quality Control, and Geotechnical Engineering Indefinite-Scope, Indefinite Delivery Contract (ISID) for Minor Projects - Various State Departments and Facilities Various Site Locations, Michigan

CERTIFICATE HOLDER**CANCELLATION**

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY
 MANAGEMENT AND BUDGET
 3111 West St. Joseph St.
 Lansing, MI 48909

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/SHANNO

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